

Redfox.travel User Agreement

RECITALS:

RedFox provides online booking engine comprising inventory management software, customer relationship management software, sales and distribution software, its website, help resources, user interfaces, user manuals and documentation, Intellectual Property rights, in object code form and any related technology as updated from time to time (“**RedFox Software**”) to its customers. This agreement (“**Agreement**”) binds you or the entity you represent (“**you**”) if are a provider of tours, tickets, activities, entertainment transportation and/or other goods and/or services and you use the RedFox Software. This Agreement contains the terms and conditions that govern your access to and use of the RedFox Software and Services and is made between RedFox and you. This Agreement commences on the Commencement Date. You represent that you are legally entitled and able to enter into this Agreement and, where you are signing up on behalf of another legal entity, that you have the legal authority to bind that entity.

1. SOFTWARE LICENCE

1.1 License

Upon entering into this Agreement, we grant you a limited, revocable, non-transferable and non-exclusive license to access and use the RedFox Software only in accordance with this Agreement and for the purpose of:

- (a) managing your inventory;
- (b) managing your customer database; and
- (c) processing electronic bookings by your customers, subject to the terms and conditions of this Agreement.

1.2 Exclusivity

Other than the use of the RedFox Software, you must not use any application, program, software, Intellectual Property or any other service that has a function materially similar to the RedFox Software (whether in whole or in part) during the term of this Agreement.

1.3 Limitation

Your rights in the RedFox Software are limited to those expressly granted in this Agreement. We reserve all rights and licenses in and in relation to the RedFox Software not expressly granted hereunder. As between us and you, the Application (and all copies thereof) and all Intellectual Property rights therein or relating thereto, must remain the exclusive property of RedFox or its licensors.

1.4 Marketing and publicity

You hereby grants us a limited, revokable, non-exclusive, non-transferable, royalty-free license, to use your trade name, logos and trademarks in our advertising, marketing and promotional materials and activities including on our websites and social media sites, and in presentations, case studies, trade show materials, and other advertising, marketing and promotional media and collateral, during the term of this Agreement (including any extensions and renewals hereof) including to be publicly named as a client of RedFox (i.e. we can name you and display your logo as a user of the RedFox Software).

2. DISTRIBUTION CHANNELS

If you use the Distribution Services provided by RedFox, the terms of the Supplier Agreement apply to you in respect of the Distribution Services and govern that arrangement.

3. YOUR ACCOUNT

3.1 Setup

To access the RedFox Software you must register with us by creating an account on our website. You will then be required to activate Your Account by providing us with your credit card details and any other details required by us.

3.2 Activation

If you are entitled to a free trial, you do not need to activate Your Account at the time of registration but must activate Your Account prior to the end of the trial. If you do not activate Your Account before the trial ends we will immediately terminate your access to Your Account and the Services.

3.3 Facilitation

You agree to facilitate the setup and activation of the RedFox Software and Your Account and must provide us with access to Your Account and hardware used to access Your Account, whether on-site or

through remote facilities, and to any of your computer or electronic data storage system or those of its third party contractors, if applicable, in order for us to perform any of its obligations pursuant to this Agreement.

3.4 Your information

If you are registering on behalf of a company you represent and warrant that you have the requisite authority to register on behalf of that company. You are responsible for ensuring that all information provided to us (including the information stored in Your Account), remains complete and up to date.

3.5 Username and password

Once you have registered, we will provide you with a username and password. You are responsible for the security of your password and all activity on Your Account (whether or not undertaken by you) and must ensure that there is no unauthorized access to Your Account.

3.6 Update

You must ensure that all data uploaded by you using Your Account is true, correct, accurate and up to date at all times.

3.7 Security

RedFox will use firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Your Account data as well as available encryption technology generally used in the trade to prevent unauthorized third party access. Notwithstanding the foregoing, RedFox is not be liable to you in the event that its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Your Account data or its website generally or its use of encryption technology generally used in the trade fails to prevent unauthorized third party access.

4. USE OF THE SERVICES

You agree not to:

(a) allow access to or use of the RedFox Software by anyone other than you and your representatives;

(b) create internet "links" to or from the RedFox Software, or "frame" or "mirror" any content forming part of the RedFox Software other than your own intranets or otherwise for its own internal business purposes

(c) build a competitive product or service or build a product or service using similar ideas, features, functions or graphics of the RedFox Software;

(d) copy any ideas, features, functions or graphics of the RedFox Software, except in each case such use for your internal purposes;

(e) copy, modify, alter or distribute the RedFox Software or any other software used to provide the Services;

(f) licence, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the RedFox Software available to any third party, other than as contemplated by this Agreement;

(g) reverse engineer, disassemble or attempt to derive the source code from the RedFox Software or any other software used to provide the Services;

(h) upload viruses, worms, trojans, or other harmful software;

(i) interfere with or disrupt the integrity or performance of the RedFox Software or the data contained therein;

(j) access or use the Services in any way intended to avoid incurring charges or exceeding usage limits;
or

(k) transmit information that infringes the rights of others or is abusive, pornographic, violent, racist, discriminatory, defamatory, harassing or threatening.

5. THIRD PARTY CONTENT

5.1 Availability

We may make third party content such as software applications, website links or communication forums (including but not limited to online bulletin boards, chat forums, news groups or any other communication forum) available from time to time at our discretion ("**Third Party Content**"). Any Third Party Content is owned by the party contributing that content.

5.2 Your content

As a user of any communication forum you are responsible for your content. By transmitting content on any such forum you represent and warrant that you have all rights and authority necessary to post, submit, display, produce or otherwise transmit the content and you agree that you will not submit material that is or contains third party Intellectual Property unless you have authority to use it.

5.3 Confidentiality

You agree that any content transmitted on a communication forum is not confidential. By submitting any material in any forum you grant us an irrevocable right to use, reproduce, distribute, modify or display the material in connection with the RedFox Software or Services. You represent and warrant that you have all rights and authority necessary to grant these rights unconditionally

5.4 Control

We are entitled to delete or remove any material placed by you on any communication forum that we, in our sole discretion and for any or no reason, deem inappropriate.

5.5 Risk

Third Party Content is not controlled, monitored, tested or endorsed by us and use of any Third Party Content is at your own risk. We are not be liable for any damage, costs, claims or liability incurred as a direct or indirect result of your use of the Third Party Content and you unconditionally and irrevocably release us form any such claims .

6. YOUR RESPONSIBILITIES

You are responsible for:

- (a) the development and maintenance of Your Content and ensuring your Content us accurate and up to date;
- (b) configuring and using the RedFox Software;
- (c) protection and backup of all Your Content;
- (d) ensuring that all your product or service information, including availability and pricing information, is kept current at all times;
- (e) ensuring that you can fulfil all reservations, bookings or purchases made online and for communicating any changes directly with your customers;
- (f) compliance with any applicable laws and RedFoxpolicies; and
- (g) any claims relating to Your Content, including but not limited to any infringement of Intellectual Property rights claims.

7. MAINTENANCE

7.1 Upgrades

We may, from time to time and in our sole discretion, release modifications or upgrades to the RedFox Software but are under no obligation to do so. You consent to us modifying or upgrading the RedFox Software without your knowledge.

7.2 Maintenance

You acknowledge that from time to time we may be required to undertake scheduled or unscheduled maintenance and this may cause interruptions to the Services. You may not be able to process bookings using the RedFox Software during this time or otherwise access our website. Where practicable we will provide you with at least 2 days' notice in respect of any scheduled maintenance period or upgrade. Any general maintenance periods will be specified on our website.

7.3 No warranty

RedFox does not warrant or guarantee that:

- (a) the RedFox Software will meet your requirements and expectations;
- (b) the RedFox Software will be compatible with, or capable of being used on or in connection with, your computer and communications systems;
- (c) your access to the RedFox Software will be uninterrupted or error free; or
- (d) the RedFox Software will be accurate, reliable or fit for any particular purpose.

8. CHARGES

8.1 Pay monthly

If you have elected to pay monthly, payment of all fixed monthly Service Charges are payable in advance on the Due Date. All Usage Charges are payable monthly in arrears. We will issue you with a tax invoice you for the charges on a monthly basis.

8.2 Pay annually

If you have elected to pay annually in advance, an amount equal to the Service Charges for a 12 month period is payable upon entry into this Agreement. All Usage Charges are payable monthly in arrears. We will invoice you for the initial 12 month payment and will issue further invoices as necessary in respect of any Usage Charges.

8.3 Debit

You authorize us to debit all amount payable under this Agreement from your bank account using the credit card details associated with your RedFox account.

8.4 Free trial

Where applicable, you will not be liable for any charges incurred during a free trial period.

8.5 Tax

All fees and charges quoted are exclusive of GST, VAT, withholding tax and any other applicable taxes or duties. You are liable for any applicable taxes, rate, levy, impost, duty, interest, penalty, fine or other expense in relation to the Services and the amounts paid to you in respect of the Services.

8.6 No-refund

All charges paid to RedFox by you are non-refundable in all circumstances, including but not limited to any Service Charges paid in advance.

9. SUSPENSION

9.1 Suspension

We may suspend your access to the Services and/or Your Account if we determine, acting reasonably:

- (a) you are in breach of this Agreement;
- (b) payment has not been made within 14 days of the Due Date;
- (c) you are using the Services in a manner not permitted under this Agreement;
- (d) it is reasonably necessary for repair or maintenance of the Services or our website;

(e) the Services are being used illegally or fraudulently; or

(f) your use of the Services, in our opinion, acting reasonably, poses a risk to the RedFox Software or to RedFox and its business generally, and Service Charges will continue to accrue during a suspension imposed by us.

10. TERM AND TERMINATION

10.1 Term

This Agreement applies from the Commencement Date until the date it terminates in accordance with its terms and includes any applicable free trial period, any term as set out below and any other period during which you are using or have access to the Services.

10.2 General termination

If you have elected to pay:

(a) **on a monthly basis**, the term of this Agreement will commence on the Commencement Date and continue until terminated by either party providing 14 days prior written notice to the other party; or

(b) **annually in advance**, the term of this Agreement will commence on the Commencement Date and either party may terminate this agreement by providing written notice at least 14 days prior to the expiry of the 12 month period after the Commencement Date, in which case the effective date of termination will be the end of that 12 month period. If this Agreement is not terminated before the end of its then current term, it will automatically renew at the end of each term for a further 12 month period and we will charge you for that further 12 month period upon each renewal unless either party gives the other written notice of termination at least 14 days prior to the end of the relevant term.

10.3 Termination by RedFox

Notwithstanding any other clause of this Agreement, RedFox may terminate this Agreement (and your access to the RedFox Software) by notice to you with immediate effect if:

(a) you fail to pay in full the charges due under this Agreement within 14 days of the Due Date;

(b) you have caused a material breach of this Agreement;

(c) you have breached this Agreement and the breach is not capable of remedy, or, where the breach is capable of remedy you have failed to rectify that breach within 14 days of receipt of a notice from RedFox requiring you to do so;

(d) your use of the RedFox Software or the Distribution Services is in breach of or in connection with a breach of the law; or

(e) RedFox is unable to continue providing the Services due to a change in our relationship with our suppliers or Distribution Channels.

10.4 Termination for insolvency

RedFox may terminate the Agreement with immediate effect by written notice if the other party becomes, is likely to become or resolves to become subject to any form of external administration, winding up, creditors partition, deed of arrangement or any other analogous insolvency event.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Intellectual property warranties

You represent and warrant that:

(a) you or your licensors own all right, title and interest in and to Your Content and you have the right to use Your Content in the manner it is used in respect of your RedFox account, our website and this Agreement;

(b) you have sufficient rights in Your Content to enter into and grant the rights provided for in this Agreement; and

(c) Your Content does not infringe any third party Intellectual Property rights.

11.2 Setup

You acknowledge that we or our affiliates or licensors own all rights, title and interest in and to the RedFox Software and all Intellectual Property rights therein or relating thereto (including but not limited to any images, photographs, videos, audio and text incorporated into the RedFox Software) and your rights in the RedFox Software are limited to those expressly granted in this Agreement. RedFox reserves all rights and licences in and in relation to the RedFox Software not expressly granted to you hereunder. As between you and RedFox, the RedFox Software (and all copies thereof) and all Intellectual Property rights therein or relating thereto, must remain the exclusive property of RedFox or its licensors.

12. LIABILITY AND INDEMNITY

12.1 Non-exclusion

You may have rights under statutory consumer protection laws, including the *Competition and Consumer Act 2010* (Cth), which cannot be excluded, restricted, limited or modified. The exclusions and limitations in this clause, apply subject to any rights you may have under such laws.

12.2 Warranty exclusion

To the extent permitted by law, all express or implied representations, conditions, warranties, guarantees or other provisions that are not contained in this Agreement (whether based in legislation, the common law or otherwise) are excluded, including any representations, conditions, warranties or guarantees as to acceptable quality, fitness for purpose or timeliness.

12.3 Warranty limitation

If any condition, warranty, guarantee or other provision is implied or imposed in relation to the Agreement (whether based in legislation, the common law or otherwise) and cannot be excluded (a **Non-Excludable Term**), and we are able to limit your remedy for a breach of a Non-Excludable Term, then our liability for a breach of a Non-Excludable Term is limited to (at our option):

- (a) the re-supply of the Services; or
- (b) the payment of the cost of resupplying the Services.

12.4 Predictability

Subject to our obligations under the Non-Excludable Terms, and to the maximum extent permitted by law, we are not liable to you in tort, contract or otherwise for any loss of profits, data, goodwill, pure economic loss, or expectation loss, or other indirect, consequential, special, punitive or exemplary loss or damage, even if such loss or damage was reasonably foreseeable, arose naturally or was contemplated by the parties.

12.5 Liability limitation

If, notwithstanding the preceding provisions of this clause 12, we are liable to you in relation to the Services or the Agreement, our liability is limited to a sum equal to the total amount paid by you under the Agreement in the period 12 months prior to the date of the liability arising.

12.6 Indemnity

Notwithstanding any other provision of the Agreement, you are liable to us, our affiliates and licensors (including each of their directors, employees, agents, and representatives) for and indemnify us against any loss, damage, claim, proceeding and cost (including all legal costs on an indemnity basis), including as a result of any third party claim against RedFox, arising out of or directly or indirectly connected with:

- (a) the use or attempted use of the RedFox Software or Services;
- (b) Your Content, including any claim involving alleged infringement or misappropriation of third party rights in Your Content or the use, development, advertising or marketing of Your Content; and
- (c) any breach of this Agreement.

12.7 Contributory liability

Our liability to you under this Agreement is reduced to the extent that such liability was caused by you, your employees, subcontractors and authorized representatives or a related body corporate (as defined in the *Corporations Act 2001*).

13. CONFIDENTIALITY

13.1 General confidentiality

You acknowledge that the design, specification and content of the RedFox Software, the terms upon which the RedFox Software and Services are being supplied and all pricing and product information provided by us (except to the extent such information is publically available) constitutes commercially sensitive and confidential information of RedFox.

13.2 Use

You may use our confidential information only as permitted in accordance with this Agreement and must take all necessary measures to avoid disclosure, dissemination or unauthorized use of our confidential information. You agree not to disclose any information provided by RedFox that is designated as confidential or you should know is confidential to any third party without our prior written consent from RedFox, unless you are legally compelled to do so, and provided that, where practicable you first provide notice to RedFox.

14. NOTICE

14.1 Notices generally

All notices required to be given pursuant to this Agreement must be given in writing in accordance with this clause.

14.2 Notices to you

We may provide any notice to you under this Agreement by:

- (a) posting a notice on the our website; or
- (b) sending an email to the email address then associated with Your Account.

14.3 Website notice

Notices we provide by posting on our website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with Your Account when we send the email, whether or not you actually receive the email.

14.4 Notices to us

You may provide us notice under this Agreement by email to subscriptions@RedFox.com. We may update the email address for notices to us by notice to you.

14.5 No objection

No objection may be made to the manner of delivery of any notice actually received in writing by your authorized agent.

15. AMENDMENTS

15.1 Amendments

RedFox may, in its sole discretion, modify any of the terms and conditions contained in this Agreement, including but not limited to monthly Service Charges and other charges, at any time, with your consent or by notice to you. It is your responsibility to check the RedFox website regularly for any amendments to this Agreement. The amended terms will become effective on the earlier of, the date you agree to the terms, the date they are posted on our website or otherwise the date the terms are deemed to be

received by you in accordance with the notice provisions. By continuing to use the Services after the effective date of any amendment to this Agreement, you agree to be bound by the amended terms.

15.2 No fee changes

If you have paid for the Services in advance, no pricing changes will take effect until the end of the prepaid period.

16. FORCE MAJEURE

16.1 No liability

Notwithstanding any other clause of this Agreement, neither party will be liable to the other party for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond that party's reasonable control, including acts of God, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, embargos, riots, acts or orders of government, acts of terrorism or war (**Force Majeure Event**).

16.2 Suspension

Each party's obligations to the other party will be suspended to the extent of the Force Majeure Event, other than your payment obligations contained in clause 8. If a Force Majeure Event prevents a party from discharging its obligations under this Agreement for a period exceeding 60 days, the other party may terminate this Agreement by providing 30 days written notice.

17. MISCELLANEOUS

17.1 Entire agreement

This Agreement contains the entire agreement and understanding between the parties with respect to its subject matter. Each party acknowledges that it has not relied on any previous negotiations or representations (express or implied) except as set out in this Agreement. All prior negotiations or representations are excluded to the maximum extent permitted by law.

17.2 Assignment

You may only assign or deal with your rights under this Agreement with RedFox written consent. RedFox may at any time without your consent, by notice to you, assign or deal with its rights under this Agreement.

17.3 Severance

If any part of this Agreement is held to be invalid or unenforceable, then the invalid or unenforceable section will be severed and the remainder of this Agreement will remain in full force and effect.

17.4 No-waiver

The failure by a party to enforce any provision of this Agreement will not constitute a continuing waiver of that provision or a waiver of any other provision, unless expressly provided in writing by an authorised representative of that party.

17.5 Survival

All clauses which are either expressly or by implication intended to survive termination will continue to apply after termination including without clauses 5, 11, 12 and 13 that survive termination.

17.6 Governance

This Agreement is governed by the laws of Thailand and both parties irrevocably submit to the exclusive jurisdiction of the courts of Thailand.

18. DEFINITIONS

In this Agreement, unless the context otherwise requires:

“Commencement Date” means the earlier of the date that you accept the terms and conditions of this Agreement or the date that you start using the Services.

“Distribution Channel” means any distributor in the business of selling or promoting tours or activities and listed on the RedFox website from time to time.

“Distribution Services” means the services through which RedFox provides your selected Distribution Channels with access to your inventory.

“Due Date” means each monthly anniversary of the Commencement Date, unless your Commencement Date falls on the 28th to the 31st of a calendar month, in which case your anniversary will be the last day of each subsequent month.

“GST” means any applicable goods and services tax or any similar tax. **VAT”** means any applicable value added tax or similar tax.

“Intellectual Property” means any invention, designs, copyrights, data, know-how, concepts, ideas, process, patents, patent rights, copyrights, trade secrets, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto.

“Supplier Agreement” means the agreement titled ‘supplier agreement’ entered into between you and us.

“RedFox” (“we”, “us” or “our”) means RedFox Events Co., Ltd. and includes RedFox employees, contractors and any related bodies corporate.

“Service Charges” means the fees payable in respect of the Services which are described as ‘service charges’ and outlined at the URL: www.RedFox.com/suppliercharges, as updated from time to time.

“Services” means the Services provided by RedFox to you, which may include but is not limited to access to the RedFox Software and Distribution Services.

“Usage Charges” means any usage charges applicable to the Services and calculated on a monthly basis, including but not limited to any fees for messages received or sent using our SMS application or fees for processing online bookings placed through the RedFox Software in excess of any applicable online booking allowance, all of which are described as ‘usage charges’ and outlined at the URL: www.RedFox.com/suppliercharges, as updated from time to time.

“Your Account” means the online RedFox account you create to access the RedFox Software and store Your Content.

“Your Content” means any software, data, text, audio, video, images or other materials uploaded onto the RedFox Software using Your Account, or otherwise processed, used or stored in connection with Your Account.

Terms of Use

Modification of these Terms of Use

RedFox reserves the right to change the terms, conditions, and notices under which the RedFox Web Site is offered, including but not limited to the charges associated with the use of the RedFox Web Site.

Delivery Instructions

RedFox Software is instantly available online. After signing up, we will send you a confirmation email to allow you to use the software immediately.

Links to Third Party Sites

The RedFox Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of RedFox and RedFox is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. RedFox is not responsible for webcasting or any other form of transmission received from any Linked Site. RedFox is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by RedFox of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of the RedFox Web Site, you warrant to RedFox that you will not use the RedFox Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the RedFox Web Site in any manner which could damage, disable, overburden, or impair the RedFox Web Site or interfere with any other party's use and enjoyment of the RedFox Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the RedFox Web Sites.

Use of Communication Services

The RedFox Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

RedFox has no obligation to monitor the Communication Services. However, RedFox reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. RedFox reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

RedFox reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in RedFox sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. RedFox does not control or endorse the content, messages or information found in any Communication Service and, therefore, RedFox specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized RedFox spokespersons, and their views do not necessarily reflect those of RedFox.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to RedFox or Posted at any RedFox Web Site

RedFox does not claim ownership of the materials you provide to RedFox (including feedback and suggestions) or post, upload, input or submit to any RedFox Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting RedFox, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. RedFox is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in RedFox sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Privacy

In these terms, personal data has the meaning given to it under the General Data Protection Regulation (GDPR).

To the extent to which it applies to you, you agree to comply with the GDPR. You otherwise agree to comply with the Thailand Privacy Act (or other local laws which may apply to you and/or your customers) in connection with the collection, use, holding and disclosure of personal data.

You warrant that, in relation to any personal data you provide to RedFox, you have sought the relevant individual's real and informed consent for RedFox to process that information in accordance with RedFox privacy policy and these terms. Without limitation, that includes consent for RedFox to:

- Process the personal data as part of managing the booking process; and
- Host the information on servers located outside the EU.

You indemnify RedFox for any fine or penalty imposed on or damages associated with any claim served on RedFox arising from your breach of the above warranty in relation to privacy and personal data.

In the event that you suspect that a data breach has occurred involving personal data held by you:

- you must cooperate fully in assisting RedFox in determining whether there are reasonable grounds to believe that a breach which is the subject of legislative notification obligations has occurred;
- you must cooperate fully with RedFox in taking remedial action in relation to the suspected breach to ensure that no serious harm (as that term is considered in the Thailand Privacy Act) occurs to an individual to whom the information disclosed in the suspected breach relates; and

- you accept responsibility for complying with the notification requirements of the Thailand Privacy Act for any breaches which are determined by RedFox to have been limited in scope to systems under your control.

Liability Disclaimer

The information, software, products, and services included in or available through the RedFoxWeb Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. RedFoxand/or its suppliers may make improvements and/or changes in the RedFoxWeb Site at any time. Advice received via the RedFoxWeb Site should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

RedFoxand/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the RedFoxweb site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. RedFoxand/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall RedFoxand/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the RedFoxWeb Site, with the delay or inability to use the RedFoxWeb Site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the RedFoxWeb Site, or otherwise arising out of the use of the RedFoxWeb Site, whether based on contract, tort, negligence, strict liability or otherwise, even if RedFoxor any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the RedFoxWeb Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the RedFoxWeb Site. Service Contact: write-us@redfox.travel

Termination/Access Restriction

RedFoxreserves the right, in its sole discretion, to terminate your access to the RedFoxWeb Site and the related services or any portion thereof at any time, without notice.

General

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Thailand, Thailand and you hereby consent to the exclusive jurisdiction and venue of courts in Thailand,

Thailand in all disputes arising out of or relating to the use of the RedFoxWeb Site. Use of the RedFoxWeb Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and RedFox as a result of this agreement or use of the RedFoxWeb Site. RedFox performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of RedFox right to comply with governmental, court and law enforcement requests or requirements relating to your use of the RedFoxWeb Site or information provided to or gathered by RedFox with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and RedFox with respect to the RedFoxWeb Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and RedFox with respect to the RedFoxWeb Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

Copyright and Trademark Notices

All contents of the RedFoxWeb Site are copyright RedFox Evnts Co., Ltd. and/or its suppliers. All rights reserved.

Trademarks

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

Notices and Procedure for making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide RedFox the written information specified below. Please note that this procedure is exclusively for notifying RedFox that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site, including the auction ID number, if applicable;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For notice of claims of copyright infringement RedFox contact details are listed on the Contact page of this web site.

Privacy Policy

RedFox collects different information about the various parties who may utilize its services. This includes information about suppliers, consumers, agents and resellers. There are 6 broad categories of information that we collect:

- Information we require to supply our services. When you first sign up or contract with RedFox for our services, or when you make an inquiry about our services, we request information such as your name, address, telephone number, domain name, email details of your primary and secondary contacts, credit card details (if you are paying online). We may also ask for your age and gender. We may also monitor and/or record telephone conversations with you from time to time in order to train staff and to improve our service to you.
- Non personally identifying information. In addition to the information you specifically provide above, RedFox operates statistics gathering software on its web site to collect information about the number of visitors coming to the site. No identifying information is collected by this software. The software records the IP address of the visitor only. We use this information to improve our own technical structure and performance, and to determine which areas of our web site are most popular. We also use 'cookies'. Cookies are pieces of information that a web site can transfer to an individual's computer in order to allow that web site to store information about user preferences. We use cookies that expire once the visitor leaves our web site. Cookies are used to collect session ID's. It is possible to adjust your Internet browser to refuse cookies, but you may find that this reduces the functionality of this site.
- Other demographic information. If you respond voluntarily to our surveys or other interactive communications, we collect the responses and use the information to improve the quality and range of RedFox products and services.
- Personal information stored on a web site hosted by RedFox. RedFox will have personal information stored on our servers due to the fact that we host web sites of other organizations. Any information that is submitted to or collected by these organizations will be physically located on a RedFox server. This information, whether voluntarily provided or not, will not be used or released by RedFox in any manner, and it will be kept strictly confidential, unless we are required to release the information by law.

- Information about consumers. RedFox may gather and store information about consumers and their transactions in connection with the provision of its services. This may include information including the identity of consumers, details of the bookings they have made and all other information that is convenient in relation to the provision of its services.
- Information about agents and resellers. RedFox may gather and store information about agents and resellers and their transactions with suppliers in connection with the provision of our services. This may include information relevant to tracking the sales of products by each agent or reseller and all other information about agents and resellers convenient in relation to the provision of our services.
- All the above types of information and any other information we may gather about you, your customers, your suppliers and your agents and resellers is hereafter referred to as your “personal information”.
- If you don’t provide us with personal information, we are unlikely able to provide you with our services.

Use of your Personal Information

For the purposes of the General Data Protection Regulation (**GDPR**) we are a data processor. We process the information you provide to us as follows. We collect and use your personal information to operate our web site and deliver our services to you and in order to fulfil our obligations under our terms of service. We will use your personal information to provide you with: technical support, billing and credit control, sales support, product upgrades and information. In the case of parties who have opted to use the RedFox Marketplace your personal information will also be used in connection with the provision of these services to you. Ordinarily, personal information is processed automatically. When you contract with RedFox for our services or make enquiries of our services, you will be requested to provide your consent to us to send promotional material to you. If you consent to receipt of promotional material, we will use your personal information to provide you with promotional material. You may stop the delivery or “opt out” of future promotional email from RedFox by following the specific instructions in the email you receive. These instructions will tell you how to remove your name from our promotional email list. We may use your personal information to:

- contact you in relation to upgrading your use of our services, special offers (from us, or on behalf of third parties), with newsletters, surveys, and individual service audits. We may give extracts of our customer lists containing personal information to third party contractors to do this on our behalf. We will ensure that those contractors are bound to protect your personal information to the same standard that we are.
- identify the source of new customers to RedFox;
- monitor and address complaints, other feedback, and to resolve disputes;
- in the case of credit cards, to bill you for services;
- in the case of ABNs, to verify your identity;
- in the case of our partners who are IT professionals, to ascertain your areas of specialty and to refer prospective customers to you
- maintain a technical and account history of your dealings with us, and to re-establish your account with us where you rejoin as a customer within 12 months after having terminated your account;
- monitor your compliance with our Acceptable Use Policy and other terms and conditions of supply;

- comply with our reporting and other obligations to third party licensors (such as reporting to software suppliers the number and identity of software licenses we have issued as part of our products).

In addition, for parties who have opted to use the RedFox Marketplace, your personal information will also be used in connection with the provision of these services to you. This may include the release of your personal information to the parties to transactions with you for the purpose of giving effect to those transactions. For example, we are authorized to release to consumers the personal information required for the issue of consumer booking vouchers, and we are authorized to release to agents or resellers the personal information required to determine and account for their commission entitlements from suppliers. We will treat all information we collect from suppliers, consumers, agents and resellers as strictly confidential. RedFox does not rent or lease its customer lists to third parties. We will not reveal, disclose, sell, distribute, rent, license, share or pass onto any third party (other than those who are contracted or supply services to RedFox including of spam filter operators) any of your personal information unless we have your express consent to do so, other than in the circumstances set out in the next paragraph. We will disclose your personal information, without notice or your consent, only:

- where we in good faith believe that it is appropriate to disclose information to a party in connection with the efficient provision of our services to you;
- if we are required to do so by law or in the good faith belief that such action is necessary to conform with the laws, applicable code of conduct or legal process served on us in relation to our business or web site;
- to protect and defend the rights or property of RedFox;
- if we consider it necessary to do so in order to enforce or apply the terms of any of our agreements with you;
- to contractors providing licensed collections services, credit card payment processing and CRM services, who comply with our privacy and security policies;
- if we sell our business or part of it; and
- in extreme circumstances, to protect the personal safety of users of RedFox services, its web site, our staff or the public.

In order to provide our services to you, at your request we will disclose the information which we process to countries outside the EEA. However, that is typically only the case where the information has been collected in a country outside the EEA.

Security of your Personal Information

RedFox has implemented security features in our database to protect your personal information from unauthorized access. We maintain our servers in a controlled, secured environment. Only staff who need to have access to your personal information in order to perform their job function are authorized to access the database. Constant changes to the Internet and technology mean that we cannot guarantee that data transmission will be 100% secure, or safe from attack by unauthorized intruders. We will endeavor to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services, including credit card information. We will also make our best efforts to ensure its security on our systems. In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from

unauthorized access to your personal information. All transactions are secured by 128 bit SSL encryption. SSL technology encodes information as it is being sent over the Internet, helping to ensure that the information transmitted remains confidential. Our servers are deployed to Amazon Web Services (AWS), which is a PCI DSS Level 1 compliant provider and provides a certified infrastructure for storing, processing, and transmitting credit card information.

Other Disclosure By You

Suppliers, consumers, agents and resellers might provide personal information through participation in chat sessions, message boards, email exchanges or newsgroups accessed via our web sites, or another service provided by RedFox. This information is public and immediately available to anyone who has access to such a site; it is not private. RedFox urges you to enter only information that you are comfortable to share with the public at large in this public domain. This Privacy Policy does not apply to such information. You should never reveal your password to third parties. If you lose control of your password, you may lose control over your personal information and may be liable for actions taken on your behalf by third parties using your password and/or personal information. Therefore, if your password has been compromised for any reason, you should immediately change it. If you collect personal information which you keep on servers provided by RedFox as part of our service to you (including email), you alone are responsible for compliance with the Privacy Act 1988 (Cth) in respect of that information. We take no responsibility for your dealings with personal information you collect.

Accessing and Correcting Your Personal Information and other rights

From time to time you may need to update your personal information. We keep this information in a secure environment which you can access through our website. In order to amend any of your personal information, you will be required to give your user name and password. If you believe the personal information we hold about you is inaccurate, incomplete or not up to date, you can request that we amend it. If you contact us via telephone, you will need to answer a few security questions before any personal information is revealed or amended. Some other rights in relation to your privacy You may also have a right under various legislation to access the information we hold about you and you can do so by emailing us at write-us@redfox.travel. We will aim to respond to requests within a reasonable timeframe. Some individuals also have a right, in certain circumstances, to have the information held about them erased. You can talk to us further about this at write-us@redfox.travel. You can also request that we restrict or suspend the processing of your personal information. If you do so, just note that we will then be most likely unable to provide the services to you. The GDPR also provides that in some circumstances individuals have a right to data portability, to withdraw their consent at any time, to object to data processing and to object to processing of data for marketing purposes.

Children's Privacy

RedFox does not knowingly collect, use or market any information to children. We also urge you to familiarize yourself with your legal responsibilities with regard to children and the Internet, which can be found in our Acceptable Use Policy.

Complaints

If you have a complaint about any aspect of our Privacy procedures, please contact our Privacy Officer on info@RedFox.com. We will deal promptly with your complaint. If we cannot resolve the complaint to your satisfaction within a reasonable time, you or we may refer the complaint to the Privacy Commissioner or another appropriate supervisory authority. For EU individuals, you can contact the European Data Protection Supervisor.

Statement of Ownership

This is to certify that this website is owned and run by RedFox Events Co., Ltd.

Supplier Agreement

RECITALS:

We, RedFox Events Co., Ltd. (**RedFox**), provide services, technology and other intellectual property to aggregate tours, tickets, activities, entertainment transportation and/or other goods and/or services (**Services**) and distribute them to reseller vendors (**Resellers**), (**Distribution Services**). This agreement ("**Agreement**") binds you or the entity you represent ("**Supplier**") if you are a supplier of such Services and you use the Distribution Services. In consideration of the above and the terms, covenants and conditions set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. RATES AND RESALE

1.1 Supply

The Supplier agrees to and must supply its Services inventory to RedFox for distribution by RedFox to the Resellers for resale by the Resellers to their customers (**Customers**).

1.2 Consent to sale

If the Supplier sets a Marketplace Rate (defined in clause 1.3), the Supplier consents to the resale of the Services by any and all Resellers selected at the sole and absolute discretion of RedFox. If the Supplier sets a Negotiated Marketplace Rate (defined in clause 1.4), the Supplier consents to the resale of the Services by any and all Resellers in relation to which Negotiated Marketplace Rates are set.

1.3 Marketplace Rates

The Supplier may set a sale price for the Services by all Resellers in its account held with RedFox online management system (**RedFox Supplier Account**) using one of the following methods:

(a) if the Supplier elects to use the nett price system within the RedFox Supplier Account (Nett Price System) it must: set the amount payable to the Supplier in relation to the sale of each of the Services (Nett Price) and thereby agrees and acknowledges that the Resellers may sell the Services at any price above the Nett Price; or

(b) if the Supplier elects to use the commission system within the RedFox Supplier Account (Commission System) it must:

(i) set the gross sale price in relation to each of the Services (Sale Price); and

(ii) set the commission percentage, as a percentage of the Sale Price, that it will pay to the Resellers in relation to the sale of the Services in addition to the RedFox Fees also payable pursuant to clauses 2.3 and 2.4,

in each case in clauses 1.3(a) and 1.3(b) the amount payable to the Supplier in relation to the sale of each of the Services is referred to as the **Marketplace Rates**.

1.4 Negotiated Marketplace Rates

The Supplier may set alternate sales prices for individual Resellers by providing a Nett Price or Sale Price and commission payable for those Resellers (as in clauses 1.3(a) and 1.3(b)) in its RedFox Supplier Account. The amount payable to the Supplier in relation to the sale of each of the Services under this clause 1.4 is referred to as the **Negotiated Marketplace Rate**.

1.5 Manual Payments

The Supplier may elect to make payments directly to a Reseller offered Negotiated Marketplace Rates in its RedFox Supplier Account (**Manual Payments**) in which case the Supplier will make all commission payments to the Reseller promptly in accordance with its agreement with those Resellers and the commission set out in the RedFox Supplier Account and RedFox will not manage these payments.

1.6 Interpretation

The Supplier and RedFox agree and acknowledge that:

(a) if the Supplier does not set a Marketplace Rate, Services will only be available for sale by the Resellers in relation to which Negotiated Marketplace Rates are set;

(b) if both a Marketplace Rate and Negotiated Marketplace Rate are provided, the Negotiated Marketplace Rate applies in relation to all Resellers in relation to which a Negotiated Marketplace Rate is set and the Marketplace Rate applies to all other Resellers; and

(c) a reference to Rates is a reference to each of the Marketplace Rates and/or Negotiated Marketplace Rates.

1.7 Inclusive pricing

The Rates are inclusive of all taxes (including GST) and duties, commissions and any other fees, costs or other expenses payable to or by the Supplier and represent the full amount payable to the Supplier for the Services and the Supplier is solely responsible for the payment of these amounts.

1.8 Best Rates guarantee

The Supplier warrants that, other than the Negotiated Marketplace Rates, the Marketplace Rates are the best and lowest rates offered by the Supplier to any distributor of the Services and it cannot and must not provide the Services at a price lower than the Marketplace Rates. The Supplier undertakes to immediately notify RedFox of any discounted rates for the Services offered through another distribution channel and those lower rates are hereby immediately offered to RedFox and form the Marketplace Rates.

1.9 Agent

RedFox is a distribution agent of the Supplier only and the Supplier agrees and acknowledges that RedFox facilitates the sale of the Services by Resellers on behalf of the Supplier only and RedFox may but is not required to distribute the Services to Resellers and does not purchase or provide any Services in any circumstances and this agreement does not create a relationship of employment, trust or partnership.

2. PAYMENT QUANTUMS

2.1 Collection of payments

Other than Manual Payments, all Rates will be paid directly to the Supplier upon a booking being made with a Reseller and RedFox will collect and retain the balance of all payments for Services sold by each Reseller in accordance with this agreement (**Services Payments**).

2.2 Merchant fees

All bank charges, merchant facility charges and credit card charges relating to the collection of the Services Payments and all Rates will be paid by the Supplier including all amounts charged by the Banking Partner referred to in clause 3.1.

2.3 RedFoxManual Fee

As payment for the distribution services provided pursuant to this agreement, RedFox will receive and retain the RedFox Manual Fee that will be charged to the Supplier monthly in arrears.

2.4 RedFox Automatic Fee

As payment for the distribution services provided pursuant to this agreement, RedFox will receive and retain the RedFox Automatic Fee that will be deducted from the Services Payments. The RedFox Manual Fee and the RedFox Automatic Fee are together referred to as the **RedFox Fees**.

2.5 Reseller Fee

In relation to each sale of the Services by a Reseller, RedFox will pay to the Reseller the amount collected from the sale, less the RedFox Automatic Fee and the Rates in relation to that sale, in accordance with its agreement with that Reseller, unless the Rates are Manual Rates in which case the Supplier must pay the Reseller in accordance with clause 1.5.

3. PAYMENT SYSTEM

3.1 Account

The Supplier must immediately set up a payee account by correctly adding all of its recipient account details to the RedFox Supplier Account in order to receive payments (**Payment Account**). Payments to the Supplier will be made directly by Customers through the Stripe payment platform (**Banking Partner**).

3.2 Payments through Banking Partner

Payments to the Supplier pursuant to this agreement will be made exclusively to the Supplier's Payment Account in the currency selected by the Supplier and any requirement to make a payment to the Supplier pursuant to this agreement is hereby suspended until the date 7 days after the Supplier has set up its Payment Account.

3.3 Banking Partner fees

The Supplier agrees and acknowledges that it will be charged fees, expenses, conversion fees or any other amounts by the Banking Partner to set-up, administer, receive payments, convert money or otherwise manage its Payment Account and these amounts will be the sole expense of the Supplier and the Supplier is solely responsible for the set-up and administration of its Payment Account.

3.4 Set-off

RedFox may withhold or set-off from any amount due to a Supplier under this agreement any amount that may be payable by the Supplier to RedFox under clause 5.4 or otherwise. RedFox right of set-off arises immediately when RedFox notifies the Supplier of its claim without the need for RedFox to take any other action.

4. SET-TIME BOOKINGS AND VOUCHERS

4.1 Set –time booking cancellation

If a Service is booked to be provided to a Customer on a specific date and time, the Supplier must use the RedFox Supplier Account to elect to allow cancellation of the Service either:

- (a) 30 days before the specific date and time;
- (b) 7 days before the specific date and time; or
- (c) 1 day before the specific date and time, (referred to as the Permitted Cancellation Period).

4.2 Set –time booking refunds

If a Service is cancelled within the Permitted Cancellation Period, the Supplier must refund the full amount of the Rates and the Services Payments to the Customer within the Refund Period from the cancellation, otherwise the provisions of clauses 2 and 5 apply.

4.3 No set-time booking cancellation

If a Service is not booked to be provided to a Customer on a specific date and the Customer is provided with a voucher for the Service, then the terms of issue of the voucher must include that the voucher is not able to be cancelled or refunded for a change of mind or after the specified expiry date.

5. REFUNDS

5.1 Notification of dispute

The Supplier must immediately notify RedFox of any dispute it has with a Customer in relation to Services distributed by RedFox.

5.2 Service dispute

If RedFox is notified or otherwise aware of a dispute in respect of Services distributed by RedFox then RedFox may in its discretion direct the Supplier to refund the Customer and the Supplier must promptly conduct the refund.

5.3 Other refunds

If any Rates or Services Payments are refunded or taken from RedFox or the Supplier as refunds, charge-backs, preference payments, fraudulent payments or for any other reason ("**Forced Refund**"), the Rates otherwise payable to the Supplier for those Services are not payable.

5.4 Supplier costs

Any credit card fees, merchant fees, banking transaction costs or other amounts incurred by a party in making refunds to Customers as well as any reasonable costs incurred by RedFox in investigating any complaint by a Reseller or Customer seeking a refund or any other person will be the sole expense of the Supplier and must be paid to RedFox on demand.

5.5 RedFoxrefund

If the Supplier is required to provide a refund to a Customer, RedFox will also refund to the Customer any RedFox Fees received from that Customer in respect of the relevant booking.

6. INSURANCE

The Supplier must maintain such comprehensive insurance policies with a reputable insurer as would be maintained by a careful and prudent person that offered similar Services to the Supplier liability insurance throughout the term of this agreement.

7. SUPPLIER'S OBLIGATIONS

7.1 Service details

The Supplier will upload comprehensive information in relation to the Services to the RedFox Supplier Account and will diligently ensure that all information uploaded is true, accurate and contains all the information needed by Customers to make and implement purchasing decisions. It is the sole responsibility of the Supplier to keep all the information in the RedFox Supplier Account current and correct at all times.

7.2 Terms and conditions

The Supplier agrees and acknowledges that the RedFox Terms and Conditions and Terms of Use and Privacy Policy apply to all Services distributed by RedFox.

7.3 Terms of Use

The Supplier warrants that it will not upload into the RedFox Supplier Account any text, photos or other material that is illegal, libellous, offensive, in breach of third party copyright or other property rights, or otherwise likely to give rise to reasonable complaint from Resellers, Customers or other parties and will at all times follow and agrees to be bound by the Terms of Use and Privacy Policy.

7.4 Supplier Warranties

The Supplier warrants that it has and will continue to:

- (a) hold all necessary licenses, permits and authorizations required or relevant to the provision of the Services;
- (b) it is authorized to provide and sell the Services and that it has in place operating and safety systems which enable it to provide the Services in a safe and appropriate manner;
- (c) provide all information reasonably requested by RedFox, including any information required to promote the services;
- (d) provide all Services sold by a Reseller in a professional and workmanlike manner with a high degree of care and diligence;
- (e) place and confirm all reservations for Services sold by a Reseller; and
- (f) provide the best possible customer service and experience to Customers.

8. REDFOX RESELLERS

8.1 The Resellers

RedFox may, but is not required to, distribute the Services to any Reseller whatsoever including any travel agents, tour operators, tourism related organizations, internet sites, software company and any other persons whatsoever.

8.2 Intellectual property

RedFox and its Resellers may, but are not required to, promote RedFox, Resellers, Services and/or the Supplier using promotional materials and the Supplier hereby grants RedFox and its Resellers the right to use any and all of its promotional material including without limitation photographs, videos, website content, designs, patents, copyright and any other intellectual property for the purpose of promoting RedFox, Resellers, Services and/or the Supplier.

9. REDFOX RESPONSIBILITIES

9.1 Reservations and confirmation

Since the RedFox Supplier Account uses real-time inventory management, confirmations will be provided instantly by the system. RedFox will use reasonable endeavours to ensure that RedFox or its Resellers will issue vouchers to Customers for presentation to the Supplier in any format at RedFox sole and absolute discretion on the condition that the voucher must be in a form that allows the Supplier and the Customer to wholly and correctly identify the booking.

9.2 Reservations

If Services distributed by RedFox are purchased by Customers, Red Fox will provide reservations and/or requests for Services (as applicable) to the Supplier through the RedFox Supplier Account.

9.3 Support

RedFox will provide a dedicated support mechanism for use by Supplier that will enable the Supplier to contact RedFox employees during reasonable business hours.

10. INDEMNITY AND RELEASE

10.1 Indemnity

The Supplier indemnifies and holds RedFox harmless against any third party action, notice, demand, suit, damage, debt, account, expense, cost, lien, loss, liability, proceedings, litigation (including legal costs and disbursements on a solicitor and own client basis), chose in action, investigation, verdict or judgment of whatever nature (**Claim**) against RedFox relating to or in connection with:

(a) the use of any intellectual property or other information belonging to or provided by the Supplier to RedFox or its Resellers;

- (b) the activities or operations of Supplier;
- (c) any Claim from a Customer;
- (d) any Claim from a Reseller;
- (e) any product or Service or other service of the Supplier;
- (f) any act of omission of the Supplier in relation to the Services; or
- (g) any breach of this agreement by the Supplier.

10.2 Release

To the maximum extent permitted by applicable law and except as explicitly set forth in this agreement, RedFox disclaims any warranties, conditions or other terms, either expressed or implied, including any implied warranties, conditions or terms of merchantability, satisfactory quality or fitness for a particular purpose. RedFox or its Related Entities make no warranties or representations to the Supplier whatsoever other than as stated in this agreement. The Supplier hereby waives and releases RedFox from any liability (whether that liability arises in contract, tort (including negligence) or statute) for any consequential, incidental, special or indirect damages or loss of profits arising out of or in connection with this agreement.

10.3 Limited liability

RedFox is not liable for indirect, special or consequential damages for any loss of revenue, profits, or data arising in connection with this agreement, regardless of whether RedFox has been advised of the possibility of such damages and the aggregate liability arising with respect to this agreement is limited to the amount paid or payable to the Supplier pursuant to this agreement.

10.4 Intellectual property ownership

The Supplier may have access to the intellectual property of RedFox in its dealings with RedFox, including its present and future rights to intellectual property including any documents, clients, correspondence, inventions and improvements, code, information, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula (Intellectual Property) and the Supplier agrees and acknowledges that and Intellectual Property created for or used in the business of RedFox or created by or used by the Supplier in the course of fulfilling its obligations under this agreement are the sole and absolute property of RedFox and may not be used, sold, disclosed to any other person or modified by the Supplier in any circumstances whatsoever other than in accordance with and as expressly permitted by this agreement.

11. TERM OF AGREEMENT

11.1 Term

The term of this agreement starts on the date that this agreement is entered into and continues for the Term and this agreement is automatically renewed for successive periods of one (1) year at the end of each prior period of one (1) year, subject to clause 11.2, 11.3 and 11.4.

11.2 Termination with notice by RedFox

RedFox may terminate this agreement at any time with thirty (30) days advance written notice.

11.3 Immediate termination by RedFox

RedFox may terminate this agreement or suspend to distribute the Services with immediate effect and without prior notice if:

- (a) the Supplier is in breach of this agreement;
- (b) in the reasonable opinion of RedFox, the Supplier is unable or unfit to provide the Services; or
- (c) the Supplier is or, in the reasonable opinion of RedFox is likely to become, insolvent, and must provide written notice of the suspension or termination to the Supplier within 7 days thereof.

11.4 Termination by either party

If written notice of termination is given by either the Supplier or RedFox to the other party at least 14 days prior to the end of the then current term, this agreement will not be extended at the end of the term during which the notice is given and the agreement will terminate at the end of that term.

11.5 Effect of termination

Upon termination, the Supplier must continue to supply all Services sold by Resellers prior to termination in accordance with this agreement and the payment provisions of this agreement will apply in respect of this Services and in all other respects, save where expressly stated otherwise in this agreement, RedFox and the Supplier's rights and obligations contained in this agreement will cease. Clauses 10 and 14.1 survive termination of this agreement.

12. MODIFICATION OF TERMS AND CONDITIONS

Notwithstanding clause 13, RedFox may, in its sole discretion, modify any of the terms and conditions contained in this agreement, at any time, with consent of the Supplier or by notifying the Supplier at its nominated email address in its RedFox Supplier Account or posting the new agreement on RedFox website. If the Supplier gives consent, the amendments are effectively immediately. If the vendor does not give consent and the terms are modified by notifying the Vendor at its nominated email address in its Vendor Website or by posting the terms on RedFox website, the Supplier may terminate this agreement at any time within fourteen (14) days of the earlier of the date that the new agreement is posted on RedFox website or emailed to the Supplier. The Supplier's continued supply of Services after this period is irrevocable and unconditional acceptance of the new agreement and its terms by the Supplier.

13. NOTICES

13.1 Notices generally

All notices required to be given pursuant to this agreement must be given in writing in accordance with this clause 13.

13.2 Notices to the Reseller

RedFox may provide any notice to the Supplier under this agreement by:

- (a) posting a notice on the RedFox website; or
- (b) sending an email to the email address the Supplier has provided to RedFox or that is associated with the RedFox Supplier Account.

13.3 Setup

Notices RedFox provides by posting on its website will be effective upon posting and notices provided by email will be effective when sent. It is the Supplier's responsibility to keep its email address current. The Supplier will be deemed to have received any email sent to the email address the Supplier has provided to RedFox or that is associated with the RedFox Supplier Account when RedFox sends the email, whether or not it actually receives the email.

13.4 No objection

No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of the Supplier.

13.5 Notices to us

The Supplier may provide notices to RedFox under this agreement by email to subscriptions@RedFox.com. RedFox may change the email address for notices by notice to the Reseller.

14. GENERAL

14.1 Confidentiality

All matters directly or indirectly related to this agreement and the RedFox website and other information provided by RedFox(except to the extent such information is already publicly available) constitutes commercially sensitive and confidential information of RedFox. The Supplier may use RedFox confidential information only as permitted in accordance with this agreement and must take all necessary measures to avoid disclosure, dissemination or unauthorized use of RedFox confidential information. The Supplier agrees not to disclose any information provided by RedFox that is designated as confidential or that it should know is confidential to any third party without RedFox prior written consent, unless it is legally compelled to do so, and provided that, where practicable, it first provides notice to RedFox.

14.2 Binding effect of this agreement

This agreement will bind the parties to it and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of them.

14.3 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

14.4 No adverse construction

Nothing in this agreement is to be interpreted against a party solely on the grounds that the party put forward the agreement or a relevant part of it.

14.5 No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

14.6 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

14.7 Waiver

RedFox failure to enforce the Supplier’s strict performance of any provision of this agreement will not constitute a waiver of any right to subsequently enforce such provision or any other provision of this agreement.

14.8 Assignment

RedFox may assign this agreement at its sole discretion without consent of the Supplier and the Supplier may only assign this agreement with the prior written consent of RedFox.

14.9 Counterparts

This agreement may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one agreement.

14.10 Governing law

This agreement is governed by and must be construed in accordance with the laws of Thailand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Thailand.

14.11 Capitalized Terms

Except where otherwise defined in this agreement, capitalized terms which are not defined have the meaning given to them in the Schedule 1.

SCHEDULE 1: Defined Terms

Clause	Term	Definition
Clause 2.3	RedFox Manual Fee	Means the fee payable to RedFox in respect of Manual Preferred Payments being:

(a) subject to paragraph (b): the fees published on RedFox website at the URL: www.RedFox.com/suppliercharges and described as 'RedFox manual fees' as updated from time to time; and

(b) where there is a schedule of fees attached as a schedule to this agreement: the fees described therein.

Clause 2.4	RedFoxFee Automatic	the fees published on RedFox website at the URL: www.RedFox.com/suppliercharges and described as 'RedFox automatic fees', as updated from time to time.
Clause 4.2	Refund Period	28 days
Clause 7.2	RedFoxTerms and Conditions	means RedFox standard terms and conditions that apply to services it distributes as updated from time to time by notice to the Supplier in writing
Clause 7.2/7.3	Terms of Use and Privacy Policy	means RedFox standard terms of use and privacy policy as updated from time to time by notice to the Supplier in writing
Clause 11.1	Term	means one (1) year

Clause	Term	Definition
Clause 2.3	Manual RedFoxFee	means the fee payable to RedFox in respect of Manual Preferred Payments being \$2.00 per booking unless the Supplier has a subscription in which case the fees published on RedFox website from time to time apply
Clause 2.4	Automatic RedFoxFee	means 5% of the gross value of the sale price of any Services
Clause 2.5	Payment Time	15 days
Clause 4.2	Refund Period	28 days
Clause 7.2	RedFoxTerms and Conditions	means RedFox standard terms and conditions that apply to services it distributes as updated

from time to time by notice to the Supplier in writing

Clause 7.2/7.3	Terms of Use and Privacy Policy	means RedFox standard terms of use and privacy policy as updated from time to time by notice to the Supplier in writing
-------------------	--	---

Reseller Agreement

RECITALS:

R1. We, RedFox Events Co., Ltd. (**RedFox**), aggregate products and services such as tours, tickets, activities, entertainment transportation and/or other goods and/or services (**Products**) from suppliers (**Supplier**) and distributes them to resellers such as you, [Insert Company Name, Trading As Name], [Company ID eg. ### ##] (the **Reseller**).

R2. The Reseller has requested access to the Products inventory for sale.

R3. In consideration of the above and the terms, covenants and conditions set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. MARKETING

The Reseller will market the Products to its customers and is authorized by RedFox to promote the Products, subject to the terms and conditions of this agreement.

2. RESELLER REQUIREMENTS

The Reseller warrants that it has and will continue to:

- (a) hold all necessary licenses, permits and authorizations required or relevant to the sale of the Products;
- (b) market and sell the Products in a professional and workmanlike manner with a high degree of care and diligence; and
- (c) provide the best possible customer service and experience to its customers.

3. TERM

3.1 Term

The term of this agreement starts on the date that this agreement is entered into and continues for the Term and this agreement is automatically renewed for successive periods of one (1) year at the end of each prior period, subject to clauses 3.2 and 3.3.

3.2 Termination by either party

Either party may terminate this agreement at any time with thirty (30) days advance written notice at any time. If written notice of termination is received by either the Reseller or RedFox from the other party, this agreement will not be renewed at the end of the term during which the notice is given and the agreement will terminate at the end of that term.

3.3 Immediate termination by RedFox

RedFox may terminate this agreement or suspend the right to distribute the Products with immediate effect and without prior notice if:

- (a) the Reseller is in breach of this agreement;
- (b) in the reasonable opinion of RedFox, the Reseller is unable or unfit to provide the Products; or
- (c) the Reseller is or is, in the reasonable opinion of the RedFox, likely to become insolvent, and must provide written notice of the suspension or termination to the Reseller within 7 days thereof.

3.4 Effect of termination

Save where expressly stated otherwise in this agreement, upon termination, RedFox and the Reseller's rights and obligations contained in this agreement will cease, but for accrued obligations. Clauses 14 and 19.1 survive termination of this agreement.

4. FEES

4.1 Annual fee

The Reseller will pay RedFox the Annual Fee annually in advance with the first payment due within 14 days of the entry into this agreement.

4.2 Set up and support fee

The Reseller will pay RedFox the Set-Up and Support Fee as a one-off payment within 14 days of the entry into this agreement.

4.3 API access fee

The Reseller will pay RedFox the API Access Fee monthly in advance with the first payment due within 14 days of the entry into this agreement.

5. WEBSITE

5.1 Set up

RedFox will make a co-branded RedFox website available to the Reseller (**Reseller Website**) which the Reseller must link to its website, if any. The Reseller's customers are able to purchase the Products from Suppliers through the Reseller Website.

5.2 URL

RedFox will provide the Reseller with a uniform resource locator (**URL**) through which the Reseller is able to track the bookings made through the Reseller Website.

5.3 HTML

Upon termination of this agreement for any reason, the Reseller agrees to immediately remove all HTML links from Reseller's website to the Reseller Website.

5.4 Domain name

The Reseller's domain name must not contain the word "RedFox" (except in the case of the Reseller Website) and the Reseller will not purchase any domain name or other right or otherwise use the RedFox name or other RedFox intellectual property for any reason whatsoever.

5.5 Material

RedFox is entitled to monitor the Reseller's website to ensure that it is in compliance with this agreement. If RedFox, in its sole discretion, determines that the Reseller Website is not compliant or

otherwise contains inappropriate material, RedFox may either notify the Reseller of any changes to be made or alternatively may terminate this agreement with immediate effect.

6. RIGHT AND LICENSE

6.1 Licence

RedFox grants to the Reseller a non-exclusive, non-transferable, revocable, worldwide right and license to:

(a) access and sell the Products through the Reseller Website and through the RedFox application programming interface (RedFoxAPI); and

(b) use the RedFox logos, trade names, trademarks and similar identifying material (Licensed Materials) that RedFox provides to the Reseller solely in connection with the Reseller Website during the Term of this agreement. The Reseller must not alter, modify or change the Licensed Materials in any way. This license will terminate immediately upon termination of this agreement. RedFox may revoke this licence at any time by giving the Reseller thirty (30) days written notice.

6.2 Intellectual property

The Reseller may have access to the intellectual property of RedFox in its dealings with RedFox, including its present and future rights to intellectual property including any documents, clients, correspondence, inventions and improvements, code, information, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula (Intellectual Property) and the Reseller agrees and acknowledges that and Intellectual Property created for or used in the business of RedFox or created by or used by the Reseller in the course of fulfilling its obligations under this agreement are the sole and absolute property of RedFox and may not be used, sold, disclosed to any other person or modified by the Reseller in any circumstances whatsoever other than in accordance with and as expressly permitted by this agreement.

7. MARKETING AND ADVERTISING

The Reseller grants to RedFox a non-exclusive, non-transferable, worldwide right and license to utilize the Reseller's name, title, trade mark, logo and similar identifying material in advertising, marketing, promoting, and public relations activities undertaken by RedFox. RedFox is under no obligation to advertise, market, promote, or publicize the Reseller. This license will terminate immediately upon termination of this agreement.

8. AFFILIATION

8.1 Acknowledgement

The Reseller agrees and acknowledges that RedFox is not and will not at any time be a provider of the Products and is a distributor of the Products for the Suppliers only.

8.2 Representations

RedFox makes no representation or warranty whatsoever in relation to the quality or provision of the Products or any other matter whatsoever and is not responsible for the provision of the Product in any way whatsoever and the Reseller must not:

- (a) make any representations in relation to the Products, any Supplier or RedFox; and
- (b) make any representations for or on behalf of any Supplier or RedFox.

9. SALE TERMS

9.1 Pricing

The Reseller will sell the Products at the prices contained in the Reseller Website and the RedFox API.

9.2 Terms

All sales by a Reseller to customer are subject to acceptance by the customer of the Supplier terms and conditions pertaining to that sale contained on the Reseller Website and the RedFox API (**Terms and Conditions**) and the Reseller must inform each customer to which it sells Products of the Terms and Conditions pertaining to those products and must not make a sale unless the customer has agreed to the relevant Terms and Conditions for the Product.

10. COMMISSION

10.1 Manual payments

If Reseller sells a Product in respect of which it has an agreement with the Supplier of that Product regulating the its sale by the Reseller and the process for payments to the Reseller by that Supplier, the

payment of Commissions to the Reseller will be regulated by that agreement and RedFox makes no guarantee, warranty or other representation whatsoever in respect of this payment that must be made directly from the Supplier to the Reseller (**Manual Payment**).

10.2 Commission

Other than in respect of Manual Payments, RedFox will pay the Reseller the commission in accordance with the RedFox API in relation to the Product sold at the time of sale within the Payment Time after the date that Product is booked to be provided, subject to clause 13 (**Commission**).

10.3 Inclusive pricing

The Commission is inclusive of all taxes (including VAT) and duties, commissions and any other fees, costs or other expenses payable to or by the Reseller and represent the full amount payable to the Reseller for the Products and the Reseller is solely responsible for the payment of these amounts.

11. PAYMENT OF FEES

11.1 Account

The Reseller must immediately set up a payee account by correctly adding all of its recipient account details to its RedFox account on the Reseller Website in order to receive payments (**Payment Account**). RedFox will facilitate its payments to the Reseller through a reputable cross-border payment platform selected at its sole discretion (**Banking Partner**).

11.2 Payments through Banking Partner

Payments to the Reseller by RedFox pursuant to this agreement, including clause 10.2, will be made exclusively to the Payment Account in the currency in which payments are received by RedFox from each customer and any requirement to make a payment to the Reseller pursuant to this agreement is hereby suspended until the date 7 days after the Reseller has set up its Payment Account.

11.3 Banking Partner fees

The Reseller agrees and acknowledges that it may be charged fees, expenses, conversion fees or any other amounts by the Banking Partner to set-up, administer, receive payments, convert money or otherwise manage its Payment Account and these amounts will be the sole expense of the Reseller and the Reseller is solely responsible for the set-up and administration of its Payment Account.

11.4 Set-off

RedFox may withhold or set-off from any amount due to the Reseller under this agreement any amount that may be payable by the Reseller to RedFox under this agreement. RedFox right of set-off arises immediately when RedFox notifies the Reseller of its claim without the need for RedFox to take any other action.

12. VOUCHERS

The Reseller agrees and acknowledges that the Products include Products that are not booked to be provided to a customer on a specific date and in respect of which the customer is provided with a voucher for the Product that is not able to be cancelled or refunded for a change of mind or after the specified expiry date (Voucher). The Reseller must not sell Vouchers in any country, state, city, territory, region or other place (Place) that prohibits, penalizes or otherwise regulates the selling of Vouchers of this type. The Reseller is solely responsible for ensuring its compliance with the consumer laws and other laws and regulations applicable in the Place that it elects to sell the Products and it represents and warrants that it will comply with all such laws and regulations and will not sell or otherwise distribute Products that do not comply with all such laws and regulations.

13. CANCELLATION

13.1 Refund policy

RedFox may refund a purchaser of a Product at any time in accordance with its agreement in relation to the Supplier of the Product.

13.2 Effect of refund

If a payment in relation to a Product is refunded to the customer for any reason whatsoever, RedFox will not and is not required to pay any Commission to the Reseller.

13.3 Refund after payment

If a payment in relation to a Product is refunded to the customer for any reason whatsoever after the Commission has been paid to the Reseller, the Reseller must immediately on demand refund the Commission to RedFox.

14. CLAIMS, DAMAGES AND EXPENSES

14.1 Indemnity

The Reseller indemnifies and holds RedFox harmless against any action, notice, demand, suit, damage, debt, account, expense, cost, lien, loss, liability, proceedings, litigation (including legal costs and disbursements on a solicitor and own client basis), chose in action, investigation, verdict or judgment of whatever nature (**Claim**) relating to or in connection with:

- (a) the development, operation, maintenance and contents of Reseller's website, if any;
- (b) the use of any intellectual property or other information belonging to or provided by the Reseller to RedFox or the Suppliers;
- (c) any Claim from a Supplier;
- (d) the activities or operations of the Reseller;
- (e) any Claim from a customer of Products;
- (f) any product or service of the Reseller;
- (g) any act of omission of the Reseller in relation to the Products; or
- (h) any breach of this agreement by the Reseller.

14.2 Release

To the maximum extent permitted by applicable law and except as explicitly set forth in this agreement, RedFox disclaims any warranties, conditions or other terms, either expressed or implied, including any implied warranties, conditions or terms of merchantability, satisfactory quality or fitness for a particular purpose. RedFox makes no warranties or representations to the Reseller whatsoever other than as stated in this agreement. The Reseller hereby waives and releases RedFox from any liability (whether that liability arises in contract, tort (including negligence) or statute) for any consequential, incidental, special or indirect damages or loss of profits arising out of or in connection with this agreement.

14.3 Limited liability

RedFox is not be liable for indirect, special or consequential damages for any loss of revenue, profits, or data arising in connection with this agreement, regardless of whether RedFox has been advised of the possibility of such damages and the aggregate liability arising with respect to this agreement is limited to the amount paid or payable to the Reseller pursuant to this agreement.

15. WEBSITE USE

The Reseller must at all times follow and agrees to be bound by the Terms of Use and Privacy Policy.

16. MODIFICATION OF TERMS AND CONDITIONS

Notwithstanding clause 18, RedFox may, in its sole discretion, modify any of the terms and conditions contained in this agreement, at any time, with consent of the Reseller or by notifying the Reseller using best endeavors at its nominated email address in its Reseller Website or posting the new agreement on RedFox website. If the Reseller gives consent, the amendments are effectively immediately. If the reseller does not give consent and the terms are modified by using best endeavors to notify the Reseller at its nominated email address in its Reseller Website or by posting the terms on RedFox website, the Reseller may terminate this agreement at any time within fourteen (14) days of the earlier of the date that the new agreement is posted on RedFox website or emailed to the Reseller. The Reseller's continued sale of Products after this period is irrevocable and unconditional acceptance of the new agreement and its terms by the Reseller.

17. WARRANTIES AND REPRESENTATIONS

17.1 Products

RedFox makes no express or implied warranties or representations with respect to the Products (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of the course of performance, dealing, or trade usage) and the Reseller warrants it has independently evaluated the referring of its customers to RedFox website and is not relying on any guarantee, warranty or representation other than as set forth in this agreement.

17.2 Website

RedFox makes no representation that the operation of its website (including the Reseller Website) will be uninterrupted or error-free and RedFox will not be liable for the consequences of any interruptions or errors.

18. NOTICES

18.1 Service

Any notice, request, demand, consent, waiver, or other item required or permitted under this agreement or applicable law must be in writing and will be deemed duly given or made only:

(a) if personally served upon the party intended to receive it, in which case it is effective when delivered; or

(b) if it is sent by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth in the Reseller Website in which case it is effective upon delivery to that address or the person registered address; or

(c) if it is sent via email to an address registered to the recipient or the address set forth in the Reseller Website.

18.2 No objection

No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party. A party may change its address for purposes of this agreement only by giving notice to the other in the manner set forth herein.

19. GENERAL

19.1 Confidentiality

Except with the consent of the other party, each party agrees that all information concerning the other party, including, without limitation, the terms of this agreement, sale commissions, business and financial information, customer and Supplier lists and pricing and sales information, will remain confidential.

19.2 Binding effect of this agreement

This agreement will bind the parties to it and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of them.

19.3 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

19.4 Rights

The Reseller understands that RedFox reserves the right to solicit customers on any terms and circumstances whatsoever including terms that may differ from those contained in this agreement or encourage direct consumer purchases from Suppliers.

19.5 No adverse construction

Nothing in this agreement is to be interpreted against a party solely on the grounds that the party put forward the agreement or a relevant part of it.

19.6 No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

19.7 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

19.8 Waiver

RedFox failure to enforce Reseller's strict performance of any provision of this agreement will not constitute a waiver of any right to subsequently enforce such provision or any other provision of this agreement.

19.9 Assignment

RedFox may assign this agreement at its sole discretion without consent of the Reseller and the Reseller may only assign this agreement with the prior written consent of RedFox.

19.10 Counterparts

This agreement may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one agreement.

19.11 Governing law

This agreement is governed by and must be construed in accordance with the laws of Thailand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Thailand.

19.12 Capitalized Terms

Except where otherwise defined in this agreement, capitalized terms which are not defined have the meaning given to them in the Schedule 1.

SCHEDULE 1: Defined Terms

Clause	Term	Definition
Clause 3.1	Term	means three (3) years
Clause 4.1	Annual Fee	The amount of THB in Thailand.
Clause 4.2	Set-Up and Support Fee	The amount of THB in Thailand.
Clause 4.3	API Access Fee	The amount of THB in Thailand.
Clause 10	Payment Time	15 days
Clause 15	Terms of Use and Privacy Policy	means RedFox standard terms of use and privacy policy as updated from time to time by notice to the Reseller in writing