

Agreement Terms of Service and personal information

October 1, 2024

Terms and conditions of service use These (“Terms and Conditions”) are the terms and conditions for using the “SWITCH” (SWITCH EV) application service developed and provided by PKDO Company Limited, hereinafter referred to as the “Company”.

The applicant agrees to comply with the following conditions.

1. Definition

- “Services” means providing the service of the “SWITCH” (SWITCH EV) application.
- “Applicant” means a person who wishes to use the service of the Company.
- “Partners” means business partners of the Company. and affiliated companies
- “Personal Data” means any information about an individual. which makes it possible to identify that person either directly or indirectly but does not include the information of the deceased in particular.
- “Mobile phone number” means the mobile phone number of the Applicant used for the service. install application and identity verification in case of contacting the company in various channels

2. Service

The applicant can use the service. According to the conditions set forth in this agreement as follows:

- 2.1 Vehicle location service
- 2.2 Analysis of engine operation and statistics
- 2.3 Driving assessment
- 2.4 Record travel information
- 2.5 Summary and analysis of travel information
- 2.6 Security Alerts
- 2.7 Additional services and information from partners
- 2.8 Others, which will be further developed and improved continuously.

3. Service Usage

The Applicant acknowledges, accepts and agrees with the Company as follows:

- 3.1 will follow the service manual that the company has provided in the form of a manual or messages on the company's website or other characteristics that the Company deems appropriate This manual is an integral part of this agreement.
- 3.2 will maintain mobile phone number Personal secret code and verification code (if any) are kept confidential. and will not disclose to anyone
- 3.3 If other people know mobile phone number and personal secret code The Applicant must change such personal password in accordance with the method specified by the Company.
- 3.4 Users can use the service via the Internet or other systems by using a mobile phone. or other channels As specified by the company However, the applicant may not be able to use certain types of services. If accessing the service through certain channels
- 3.5 The Company may not be able to provide this service temporarily. In case of computer system or storage system used for processing communication system equipment The network associated with this service is down. has been damaged, is being repaired, or is being maintained or other force majeure
- 3.6 The company can change the terms and conditions. The company will announce to the applicant in advance on the website or other communication channels of the company.
- 3.7 In the event that the Applicant has applied for this Service By starting and completing by the method specified by the Company without signature. The Applicant agrees to be bound by the relevant terms and conditions specified by the Company in all respects. whereby the applicant does not have to sign his/her signature

4. Company Responsibility

The company will be responsible for damages incurred in the event that the company intentionally acts. or gross negligence which is a normal damage that would only happen in any case The company is not responsible for the damage caused by the following reasons.

- 4.1 Mobile phone numbers are used. along with a verification code or personal secret code or any method In addition to those specified by the company Regardless of the actions of anyone
- 4.2 Force Majeure or events that the Company is unable to control which includes communication equipment or the connection signal does not work or interference from unwanted programs such as computer viruses or from unlawful acts or in case the company closes this service to improve or maintain the system As a result, the requester for this service This service cannot be used.

- 4.3 Delays or errors or failures of the computer system, or devices of the Applicant or of the Company or of the Data Center Service Provider or of the Internet Service Provider or other communication networks except in the event of such delay, error or defect caused by deliberate or gross negligence of the Company
- 4.4 The applicant's failure to comply with the terms of this service or failing to comply with any terms, agreements or conditions relating to any type of service; that the applicant uses through this application

5. Service fee

The Applicant agrees to pay monthly or annual service fee, and various expenses in connection with this service or the use of other services through this Service at the rates of fees and expenses announced by the Company

6. Personal information

- 6.1 The Applicant agrees that the Company collects, uses, discloses and/or transfers the Applicant's personal data as necessary and appropriate. Or according to the performance of duties under the contract of the company that is beneficial to the applicant. Including receiving information about the various services of the company and having the company send news information, as well as advice, offer/recommend products, services benefits and various special offers from the Company to the applicants.
- 6.2 Personal data that the Company collects, uses, discloses and/or transfers For vehicle details such as vehicle identification number License plate number, brand, model, year, color, engine number Vehicle chassis number, vehicle type, mileage in kilometers, battery, voltage, fuel level, location and movement data (e.g. time, location, speed), details of telematics accessories (e.g. transceiver, SIM card), details of received data. By using Telematics, GPS data and vehicle location car history report and other vehicle-related information necessary for service including mobile phone number Password for using the application
- 6.3 The Company may disclose and/or transfer the personal data of the service applicant to business partners, including affiliated companies Distributor for the benefit of service applicants The service applicant can read "Privacy Policy" at : <https://switch-zev.com/en/pdpa-en/>
- 6.4 The company will not collect sensitive personal information such as race, ethnicity, political opinions, doctrine religion or philosophy sexual behavior Criminal record Health information Disability union information Genetic information, biological information, etc., unless the law allows the company to do so, or when the applicant has explicitly given consent
- 6.5 The Company will keep personal data for as long as necessary, to carry out the purposes set out in the use of this service; and according to the duties of the

company under the law After the personal information of the service applicant is no longer necessary or legal to be able to collect anymore. We will delete or destroy that personal data.

- 6.6 In the event that the Company may use personal information of the Applicant for other operations not specified above The Company will provide a notice to the Applicant. to know more It will specify the information used in relation to such operations and will proceed to obtain consent from the applicant. First, in the event that the consent of the applicant is required.
- 6.7 In the event that the Company needs to collect personal information from the applicant To comply with a law or a contract, or it is necessary to provide personal information to enter into a contract. Then the requester Failure to provide personal information to the Company upon request. The Company may not be able to fulfill the above related objectives.
- 6.8 Applicant Ensuring that data subject rights are exercised under the Personal Data Protection Act B.E. at the Company, its partners, data processors, employees or contractors of the Company Violation of non-compliance with the Personal Data Protection Act B.E. 2562 or announcements issued under such Act.
- 6.9 Applicant Have the right to withdraw consent for the collection, use or disclosure If it is the case that you have given your consent to us Unless there is a limitation on the right to withdraw consent by law. or performing the duties under the contract of the company that is beneficial to you. will not affect Collection, use, or disclosure of personal information that the service applicant has already given consent

7.Termination of service

- 7.1 The Company has the right to terminate this service. for service applicants without notifying the Applicant in the event that the Applicant fails to pay the service fee to the Company for any reason
- 7.2 The Company has the right to cancel this service. or any type of service without notifying the applicant in advance