

MERCURY ECHO CLOUD

Terms and Conditions of Service

Software-as-a-Service Agreement

Effective Date: 8 June 2026 | Version 1.0

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE MERCURY ECHO CLOUD PLATFORM. BY REGISTERING FOR AN ACCOUNT, ACCESSING, OR USING ANY PART OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MUST NOT USE THE SERVICE.

1. DEFINITIONS

In these Terms and Conditions, the following definitions apply:

- "Agreement" means these Terms and Conditions together with any Order Form, Service Schedule, or addendum incorporated herein by reference.
- "Company", "we", "us", or "our" refers to the operator of Mercury Echo Cloud, a SaaS platform providing digital evidence trail and secure communications services.
- "Service" means the Mercury Echo Cloud platform, software, APIs, translation features, evidence-trail tools, storage, and any related services made available by the Company.
- "User", "you", or "your" means any individual, organisation, or legal entity that accesses or uses the Service under this Agreement.
- "Subscription Fee" means any fee payable in respect of access to or use of the Service, including any retrieval, storage, or ancillary charges.
- "Evidence Trail" means the tamper-evident log, audit record, or chain-of-custody record generated by the Service.
- "Translation Service" means any automated or assisted language translation functionality offered as part of or ancillary to the Service.
- "Authorised User" means an individual permitted by the User to access the Service under the User's account.
- "Retrieval Service" means the extraction, export, reproduction, or delivery of data, records, evidence trails, or content from the platform upon request.
- "Governing Law" means the laws of the Kingdom of Thailand.

2. ACCEPTANCE OF TERMS

2.1 Access to and use of the Service constitutes unconditional acceptance of this Agreement. This Agreement is binding upon the User and, where the User is an organisation, upon all Authorised Users acting on the User's behalf.

2.2 The User represents and warrants that: (a) if an individual, they are at least 18 years of age and possess full legal capacity to enter into this Agreement; (b) if an organisation, the person accepting these Terms has authority to bind that organisation; and (c) the User's acceptance and performance of this Agreement does not violate any applicable law or any agreement to which the User is a party.

2.3 The Company reserves the right to amend these Terms at any time. Material amendments will be notified to the User via the registered email address or in-platform notice. Continued use of the Service after notification constitutes acceptance of the amended Terms.

3. FITNESS FOR PURPOSE — USER CERTIFICATION

THIS SECTION CONTAINS IMPORTANT LIMITATIONS. THE USER EXPRESSLY CERTIFIES AND WARRANTS THAT THE SERVICE IS FIT FOR THE USER'S INTENDED PURPOSE PRIOR TO PURCHASE AND USE.

3.1 User Certification. By accessing the Service, the User irrevocably certifies that:

- The User has independently assessed and is satisfied that the Service meets the User's specific requirements, business needs, regulatory obligations, and intended use case;
- The User has not relied on any representation, warranty, demonstration, sample output, or statement made by the Company or its agents as to the fitness of the Service for any particular purpose;
- The User acknowledges that the Company makes the Service available on an "as is" and "as available" basis and provides no warranty, express or implied, that the Service will meet any specific operational, legal, evidentiary, or compliance standard required by the User;
- Where the User intends to rely upon the Service or any Evidence Trail for legal proceedings, regulatory submissions, compliance audits, or any other formal purpose, it is the User's sole responsibility to verify that the output meets the applicable legal or technical standard required in the relevant jurisdiction.

3.2 No Implied Warranty. To the fullest extent permitted by applicable law, all implied terms, conditions, warranties, and representations — including but not limited to implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, and non-infringement — are expressly excluded.

3.3 Technical Suitability. The User is responsible for ensuring that the User's hardware, software, network infrastructure, and data comply with the minimum technical specifications published by the Company from time to time, and that the integration of the Service with the User's systems is technically appropriate.

4. PAYMENT TERMS, NON-REFUNDABILITY, AND NO COOLING-OFF PERIOD

ALL FEES PAID TO THE COMPANY ARE STRICTLY NON-REFUNDABLE. THERE IS NO COOLING-OFF PERIOD. ONCE PAYMENT IS MADE, NO REFUND WILL BE ISSUED UNDER ANY CIRCUMSTANCES WHATSOEVER.

4.1 Subscription Fees. The User agrees to pay all applicable Subscription Fees and charges as set out in the Order Form or pricing schedule at the time of purchase. All fees are quoted exclusive of applicable taxes unless otherwise stated.

4.2 Absolute Non-Refundability. All payments made to the Company are final and non-refundable. This includes, without limitation:

- Subscription fees for any unused portion of a billing period;
- Fees paid in advance for future periods;
- Fees relating to services partially used or not used at all;
- Fees paid during any trial, introductory, or promotional period;
- Fees paid where the User elects to terminate or downgrade the Service;
- Fees paid where the Company suspends or terminates the User's account for breach of this Agreement.

4.3 No Cooling-Off Period. The User expressly acknowledges and agrees that, by commencing use of the Service (including accessing the platform, creating an account, uploading data, or initiating any transaction), the User waives any right to a statutory or contractual cooling-off period, withdrawal right, or right of cancellation that might otherwise apply. The User confirms that access to the Service commences immediately upon payment and that the User forfeits any such cooling-off entitlement accordingly.

4.4 Disputed Charges. Any dispute regarding a charge must be raised in writing within fourteen (14) calendar days of the charge appearing on the User's account. Disputes raised after this period will not be considered, and the relevant charge shall be deemed accepted by the User.

4.5 Automatic Renewal. Subscription plans renew automatically at the end of each billing period unless the User cancels in writing at least seven (7) days before the renewal date. Cancellation takes effect at the end of the then-current billing period, and no refund will be issued for the remaining period.

4.6 Suspension for Non-Payment. The Company reserves the right to suspend access to the Service without notice where any payment is overdue. Reinstatement following suspension may be subject to an administrative fee. The Company shall not be liable for any loss arising from such suspension.

4.7 Currency and Taxes. All fees are charged in the currency specified at checkout. The User is solely responsible for all taxes, duties, levies, and charges imposed by any authority in connection with the Service, including value-added tax, withholding tax, or any similar impost.

5. RETRIEVAL SERVICES

5.1 Retrieval Fees. Where a User requests the extraction, export, reproduction, or delivery of data, records, Evidence Trails, or any content from the platform — whether for legal, regulatory, audit, or any other purpose — the Company reserves the right to charge a Retrieval Service fee. Such fees will be communicated to the User prior to fulfilment of the request and are payable in advance. Retrieval requests will not be processed until payment is received.

5.2 Scope of Retrieval Fees. Retrieval fees may apply to, but are not limited to:

- Export or download of Evidence Trail records in any format;
- Generation of certified or attested copies of records;
- Responses to third-party subpoenas, court orders, or regulatory demands (save where the Company is legally obligated to comply without charge);
- Data migration or transfer upon termination of the User's subscription;
- Recovery of archived or deleted data (where technically feasible);
- Production of records for use in legal proceedings or official investigations.

5.3 No Obligation to Retrieve. Subject to any mandatory legal obligation, the Company is under no obligation to retrieve, export, or reproduce data beyond the standard functionality made available through the platform interface during an active subscription.

5.4 Data Retention. The Company will retain User data in accordance with its published Data Retention Policy. Upon expiry or termination of a subscription, data may be deleted after the retention period has elapsed. The User is responsible for downloading or exporting any required data prior to termination. Retrieval fees may apply to post-termination data recovery requests.

6. TRANSLATION SERVICES — BEST EFFORTS; NO ACCURACY GUARANTEE

TRANSLATIONS PROVIDED BY THE SERVICE ARE BEST EFFORTS ONLY. THE COMPANY DOES NOT WARRANT THAT ANY TRANSLATION IS ACCURATE, COMPLETE, OR FIT FOR ANY LEGAL, OFFICIAL, OR FORMAL PURPOSE. THE USER RELIES UPON TRANSLATIONS ENTIRELY AT THEIR OWN RISK.

6.1 Nature of Translation. The Translation Service uses automated and/or assisted translation technology. Translations are provided as a convenience to Users and are best efforts in nature. Language translation is an inherently complex and imperfect process; nuance, context, technical terminology, and idiomatic expression may not always be rendered accurately.

6.2 No Warranty of Accuracy. The Company makes no representation or warranty — express, implied, or statutory — that:

- Any translation is accurate, complete, correct, or free of error;

- Any translation is suitable for use in legal proceedings, official submissions, regulatory filings, contracts, medical contexts, or any other formal purpose;
- The translated output is equivalent in meaning, intent, or legal effect to the source text;
- The Translation Service will be available at all times or that it will produce output for every language pair requested.

6.3 **User Responsibility.** Where the User intends to rely upon a translation for any legal, regulatory, medical, contractual, or other consequential purpose, the User must obtain an independent, qualified human translation and verify the accuracy of the output. The Company accepts no liability whatsoever for losses, claims, or consequences arising from reliance upon any translated output.

6.4 **Disclaimer of Consequential Loss.** The Company shall not be liable for any direct, indirect, incidental, special, or consequential loss or damage arising from the use of or reliance upon Translation Services, including without limitation any loss resulting from mistranslation, misinterpretation, or failure of the Translation Service to produce output.

7. EVIDENCE TRAIL AND LEGAL RECORDS

7.1 **Nature of Evidence Trail.** The Company's platform is designed to generate a tamper-evident log of activity, communications, and data interactions (the "Evidence Trail"). The Evidence Trail is intended to assist Users in demonstrating the chronology and integrity of events recorded within the platform.

7.2 **No Legal Admissibility Guarantee.** The Company does not warrant that any Evidence Trail, audit log, record, or output generated by the Service will be:

- Admissible as evidence in any court, tribunal, arbitration, or regulatory proceeding in any jurisdiction;
- Accepted by any court, authority, or regulator as probative, conclusive, or authoritative;
- Compliant with any evidentiary standard, chain-of-custody requirement, or legal admissibility rule applicable in the User's jurisdiction;
- Sufficient to satisfy any legal, contractual, or regulatory obligation of the User.

7.3 **User's Responsibility.** It is the User's sole responsibility to assess whether the Evidence Trail meets the evidentiary, regulatory, or compliance requirements of their specific use case and jurisdiction. The User should seek independent legal advice before relying upon the Evidence Trail in any formal context.

7.4 **Integrity of Records.** While the Company employs reasonable technical measures to maintain the integrity and security of records, the Company does not guarantee that the Evidence Trail will be immune from all technical failure, data corruption, cyberattack, or force majeure events. The User is responsible for maintaining independent backups of any critical records.

7.5 **Third-Party Reliance.** The Company accepts no responsibility or liability in respect of any reliance placed upon the Evidence Trail or any output of the Service by any third party, including courts, regulators, counterparties, or insured parties.

8. LIMITATION OF LIABILITY

8.1 **Cap on Liability.** To the maximum extent permitted by applicable law, the Company's total aggregate liability to the User under or in connection with this Agreement — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — shall not exceed the total Subscription Fees paid by the User to the Company in the three (3) calendar months immediately preceding the event giving rise to the claim.

8.2 **Exclusion of Consequential Loss.** In no event shall the Company be liable for any:

- Loss of profits, revenue, business, or anticipated savings;
- Loss of data or corruption of data;
- Loss of goodwill or reputation;
- Indirect, incidental, special, or consequential loss or damage of any kind;
- Losses arising from reliance upon translations, Evidence Trails, or any output of the Service;

- Losses arising from the User's inability to access the Service due to scheduled or unscheduled downtime, maintenance, or technical failure;
- Any claim by a third party against the User arising from the User's use of the Service.

8.3 Basis of Bargain. The User acknowledges that the limitations of liability set out in this clause are an essential element of the basis of the bargain between the Company and the User and that the Company would not provide the Service on the terms set out in this Agreement without such limitations.

8.4 Essential Services. Nothing in this Agreement limits or excludes liability for death or personal injury caused by gross negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

9. INDEMNIFICATION

9.1 The User agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, contractors, agents, and successors from and against any and all claims, damages, losses, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or related to:

- The User's use of or access to the Service;
- Any breach by the User of this Agreement or any applicable law or regulation;
- Any claim that data submitted by the User to the Service infringes the intellectual property, privacy, or other rights of any third party;
- Any reliance by any third party on output, Evidence Trails, translations, or records generated through the User's account;
- Any dispute between the User and any third party in connection with the Service.

10. INTELLECTUAL PROPERTY

10.1 The Company retains all intellectual property rights in the Service, including the platform, software, algorithms, user interface, branding, and associated documentation. Nothing in this Agreement transfers any intellectual property rights to the User.

10.2 The User grants the Company a non-exclusive, royalty-free licence to process, store, and transmit the User's data solely to the extent necessary to provide the Service.

10.3 The User warrants that all data, content, and materials uploaded to or processed through the Service do not infringe the intellectual property, privacy, or other rights of any third party, and the User indemnifies the Company accordingly.

11. DATA PROTECTION AND PRIVACY

11.1 The Company processes personal data in accordance with its Privacy Policy, which is incorporated into this Agreement by reference. The User consents to such processing for the purposes of providing and improving the Service.

11.2 The User is responsible for ensuring that all personal data submitted to the Service is collected and submitted in compliance with applicable data protection laws, and that Authorised Users have been informed of such processing.

11.3 The Company implements reasonable technical and organisational measures to protect data against unauthorised access, disclosure, alteration, or destruction. However, no system is entirely secure, and the Company does not guarantee absolute data security.

12. ACCEPTABLE USE

12.1 The User agrees not to use the Service:

- For any unlawful, fraudulent, deceptive, or harmful purpose;
- To upload, process, or transmit data that infringes any third-party right or violates any law;
- To attempt to gain unauthorised access to the Company's systems, other user accounts, or any related network;
- To reverse-engineer, decompile, or attempt to derive the source code of the platform;
- To use the Service in a manner that places an excessive or disproportionate load on the Company's infrastructure;
- To misrepresent or forge any Evidence Trail, record, or output generated by the Service.

12.2 The Company reserves the right to suspend or terminate the User's access immediately upon actual or suspected breach of this clause, without liability to the User and without refund.

13. SUSPENSION AND TERMINATION

13.1 The Company may suspend or terminate the User's access to the Service immediately and without notice if the User: (a) breaches any term of this Agreement; (b) fails to pay any sum due; (c) becomes insolvent, enters administration, or is the subject of bankruptcy proceedings; or (d) engages in conduct that the Company reasonably considers harmful to its systems, reputation, or other users.

13.2 Termination for any reason shall not entitle the User to any refund of fees paid. The User's obligation to pay any outstanding fees survives termination.

13.3 Upon termination, the User's access to the Service will cease. Data retrieval post-termination may be subject to the Retrieval Service fees set out in Clause 5.

14. SERVICE AVAILABILITY

14.1 The Company will use commercially reasonable efforts to maintain the availability of the Service but does not guarantee uninterrupted, error-free, or secure access at all times.

14.2 The Company may schedule or carry out unscheduled maintenance, updates, or downtime at any time. The Company will endeavour to provide advance notice of scheduled maintenance where practicable but is not obliged to do so.

14.3 The Company shall not be liable for any loss or damage arising from any interruption, suspension, or discontinuation of the Service, whether or not caused by factors within the Company's control.

15. FORCE MAJEURE

15.1 The Company shall not be liable for any failure or delay in performance of its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government action, civil unrest, cyberattack, power failure, internet outage, or failure of third-party service providers. In such events, the Company's obligations are suspended for the duration of the force majeure event.

16. GOVERNING LAW AND DISPUTE RESOLUTION

THIS AGREEMENT IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE KINGDOM OF THAILAND. ALL DISPUTES SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF THE KINGDOM OF THAILAND.

16.1 Governing Law. This Agreement and any dispute, claim, or matter arising out of or in connection with it — including non-contractual disputes — shall be governed by and construed exclusively in accordance with the laws of the Kingdom of Thailand, without regard to its conflict of law provisions.

16.2 Exclusive Jurisdiction. The User irrevocably submits to the exclusive jurisdiction of the competent courts of the Kingdom of Thailand for the resolution of any dispute, claim, or controversy arising out of or in connection with this Agreement or the use of the Service. The User waives any objection to the exercise of such jurisdiction, including any objection based on inconvenient forum.

16.3 Language of Proceedings. All dispute resolution proceedings shall be conducted in the Thai or English language, at the election of the Company.

16.4 Pre-Litigation Notice. Prior to commencing formal proceedings, the User shall notify the Company in writing of the nature of the dispute and allow the Company thirty (30) days to respond and attempt resolution in good faith. This clause does not prevent either party from seeking urgent injunctive or interim relief.

16.5 Waiver of Jury Trial. To the extent permitted by applicable law, each party irrevocably waives any right to a jury trial in any action arising out of or relating to this Agreement.

17. GENERAL PROVISIONS

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties, and understandings, whether written or oral.

17.2 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.

17.3 No Waiver. The Company's failure to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision.

17.4 Assignment. The User may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign its rights and obligations freely.

17.5 Notices. Notices under this Agreement shall be delivered to the User's registered email address. The User is responsible for keeping their contact details up to date.

17.6 Relationship of Parties. The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, or employment relationship between the parties.

17.7 Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

17.8 Electronic Acceptance. The User acknowledges that acceptance of this Agreement by electronic means (including clicking "I Agree", checking a box, or accessing the Service) is legally binding and has the same effect as a handwritten signature.

18. CONTACT INFORMATION

For any queries relating to this Agreement, please contact:

Mercury Echo Cloud

Website: www.mercuryecho.cloud

Support: Available via the platform support portal

BY ACCESSING OR USING THE SERVICE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

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