

# Pearwell Terms of Service (Thailand)

*Effective Date: July 1, 2025*

## Acceptance of Terms

This Terms of Service agreement ("Terms") is a legal agreement between you and Pearwell Co., Ltd. ("Pearwell", "we", "us") governing your use of Pearwell's communication and automation platform for clinics (the "Service"). By accessing or using the Service, **you agree to these Terms** on behalf of yourself and any organization you represent. If you do not agree, you must not use the Service.

- **Clients and End Users:** In these Terms, "**Client**" refers to the elective care clinic or business that has contracted with Pearwell to use the Service. "**End User**" or "**Patient**" refers to an individual who interacts with the Client via the Service (for example, a patient communicating through Pearwell's automated system). These Terms apply to both Clients and End Users as context requires. Clients are responsible for ensuring that their End Users (patients) understand any relevant terms and that End Users use the Service only as permitted.
- **Authority:** If you are accepting these Terms on behalf of a company or other legal entity (e.g. a clinic), you represent that you have the authority to bind that entity to these Terms. You must be of legal age and capacity to agree to this contract.

## Scope of Service

Pearwell provides a specialized **communication and automation platform for elective care clinics in Thailand**, aiming to streamline patient communications and administrative workflows <sup>1</sup>. Our Service includes an integrated suite of tools – such as AI-driven voice receptionists, chatbots, and automated follow-up systems – designed for the Thai healthcare context <sup>2</sup>. Key features of the Service include bilingual support (Thai/English) for local and international patients, 24/7 automated handling of routine inquiries, appointment scheduling, reminders, and other patient engagement tasks.

- **Use of Service by Clinics:** As a Client, you will typically access the Service through web or mobile interfaces or via integrations that Pearwell provides. The Service acts as a technological assistant for your clinic, responding to patient inquiries (via phone calls, LINE, Facebook Messenger, email, etc.), capturing leads, sending reminders, and performing other agreed functions on your behalf. In essence, Pearwell serves as a *digital front-desk and communication partner* for your clinic <sup>3</sup>, allowing you to be responsive to patients at all times.
- **Use of Service by Patients:** As an End User (patient), you may interact with the Service when you contact a clinic that uses Pearwell. For example, you might be greeted by an AI virtual receptionist on a phone call or receive automated messages (texts, chats, or emails) for appointment confirmations and follow-ups. **Please note:** Pearwell is a technology provider facilitating communications **and is**

**not a healthcare provider.** Any information provided via the Service is for general communication purposes and **not medical or professional advice** <sup>4</sup>. The Service is **not intended for use in medical emergencies** or urgent health situations – in such cases, you should seek immediate in-person medical attention <sup>5</sup>.

- **No Patient-Provider Relationship:** Use of the Service does **not** create any doctor-patient relationship between Pearwell and an End User. Pearwell simply transmits or automates communications on behalf of the Client clinic. All medical care and advice are provided solely by the clinic's professionals. Pearwell does not diagnose, treat, or give medical opinions, and we are **not responsible for any outcomes of communications** between a clinic and patient <sup>4</sup>. The clinic remains fully responsible for the healthcare services it provides to patients.

## Responsibilities of Pearwell and Client

### Pearwell's Responsibilities

Pearwell will exercise commercially reasonable care and skill in providing the Service. Our key responsibilities include:

- **Service Delivery:** We will provide the features and functionalities of the Service as advertised and as agreed with the Client. Pearwell will operate and maintain the platform so that it can handle the **routine inquiries and tasks** entrusted to it, helping clinics improve responsiveness and efficiency <sup>2</sup>. We will endeavor to ensure the Service performs substantially in accordance with its documentation and any service commitments.
- **Uptime and Maintenance:** Pearwell will use **commercially reasonable efforts** to make the Service available with minimal interruptions, as detailed in the Service Level section of these Terms <sup>6</sup>. Scheduled maintenance or updates will typically be conducted outside of peak business hours when feasible, and we will attempt to notify Clients in advance of any significant downtime.
- **Support:** We will provide support to Client personnel to resolve technical issues with the Service. Support channels and response targets are described in the Service Level section. Pearwell will respond to support inquiries in a timely manner and work diligently to resolve any service issues under our control.
- **Data Protection:** We will handle personal data and confidential information provided by the Client in accordance with the **Data Usage and Privacy** section of these Terms. Pearwell will implement appropriate security measures to protect Client and patient data, and will comply with applicable data protection laws (including Thailand's Personal Data Protection Act (**PDPA**)) in our role as a data processor <sup>7</sup> <sup>8</sup>. We treat all patient data and any sensitive business information of the Client as confidential, and will not disclose it to third parties except as needed to provide the Service or as required by law.
- **Compliance and Ethics:** Pearwell will comply with all applicable Thai laws and regulations in providing the Service, including but not limited to the PDPA and relevant healthcare, consumer protection, and computer crime laws <sup>8</sup>. We will also adhere to any additional industry standards

explicitly agreed upon with the Client. If any aspect of our Service requires regulatory approval or licensing, Pearwell will ensure it is in place.

- **Modifications and Updates:** We may update or improve the Service over time. If we add or change features, we will not materially reduce the core functionality purchased by the Client during an active service term. We will inform Clients of major changes. Some improvements may be provided automatically (for example, security upgrades or new AI capabilities) as part of our efforts to continually enhance the Service.

## Client's Responsibilities

By using Pearwell, the Client (clinic) agrees to fulfill the following obligations:

- **Lawful Use & Compliance:** The Client must use the Service in compliance with all applicable laws and regulations. This includes obtaining any **necessary consents from patients** and providing any required notifications under laws like the PDPA before uploading or using their personal data in the Service <sup>9</sup>. The Client is responsible for ensuring that its use of the Service (and its own communications with patients) adhere to Thai law, including medical advertising rules, consumer protection laws, and privacy regulations. If the Client is subject to specific healthcare regulations or professional standards, it is the Client's duty to ensure use of the Service does not violate those requirements.
- **Accuracy of Information:** The Client is responsible for the accuracy, quality, and legality of any information or content it provides to Pearwell or inputs into the Service. For example, the Client should provide up-to-date clinic information, correct appointment availability, and accurate responses for common patient inquiries. Pearwell is not liable for errors or issues caused by incorrect information supplied by the Client.
- **Patient Communication & Consent:** The Client must ensure that patients (End Users) are informed that an automated platform may be used for communications. Where required by law, the Client will obtain patients' consent for receiving automated calls or messages (such as SMS reminders or chatbot communications). If call recording or chat transcript storage is enabled, the Client is responsible for notifying the patient or securing consent as required under PDPA and other laws. The Client should also have its own privacy policy or patient notice in place disclosing the use of Pearwell's services as a data processor.
- **End User Interaction:** The Client remains responsible for the content of communications sent to patients via the Service. While Pearwell's AI may generate messages or responses, the Client should supervise and configure the Service to align with appropriate messaging. The Client must not use the Service to convey medical advice that should be given by a licensed professional; any medical or clinical advice provided to patients must be given by qualified human staff. If a patient inquiry exceeds the Service's scope (for example, asking for medical advice or emergency help), the Client is expected to handle such inquiries through its professional staff.
- **Account Security:** If the Client is provided with any admin or user accounts to access the Pearwell platform, the Client is responsible for maintaining the confidentiality of login credentials. Only authorized personnel of the Client should be given access. The Client will promptly notify Pearwell of

any unauthorized access or suspicion that security of its account has been compromised. Any actions taken under the Client's accounts are the Client's responsibility.

- **Equipment and Connectivity:** The Client is responsible for procuring and maintaining its own devices, telephone/internet connections, and any other equipment or services needed to access and use the Pearwell Service. Pearwell is not responsible for outages or issues on the Client's side (for example, if the clinic's internet goes down or their hardware fails).
- **No Resale or Misuse:** The Client shall use the Service only for its internal business operations with its own patients. The Client may not resell, distribute, or provide the Service (or any portion of it) to any third party (except making it available to End Users as intended for patient communications). The Client will not misrepresent the Service as its own product, and will not use Pearwell's name or branding except as permitted in these Terms (see Intellectual Property Rights).
- **Feedback:** If the Client provides feedback, suggestions, or reports issues to Pearwell, it should be done in a lawful and constructive manner. While providing feedback is optional, any feedback the Client does provide may be used by Pearwell to improve the Service with no obligation to the Client.

## Data Usage and Patient Privacy

Protection of personal data is a core priority for Pearwell. Both Pearwell and the Client agree to handle **personal data** in compliance with Thailand's Personal Data Protection Act (PDPA) and other applicable data protection laws. This section describes how we collect, use, and protect data, and the responsibilities of each party in that regard.

- **Roles Under PDPA:** For purposes of data protection law, the Client is typically the "**Data Controller**" of patient personal data, and Pearwell acts as a "**Data Processor**" on the Client's behalf <sup>7</sup>. This means the Client determines the purposes and means of processing patient data, while Pearwell processes that data according to the Client's instructions as part of providing the Service. (In some cases Pearwell may also act as an independent controller for certain data, for example, business contact details of clinic staff for account administration, but for patient data we act on the Client's behalf.) As required by PDPA, the relationship between the data controller and processor is governed by a contractual agreement – these Terms (along with any separate Data Processing Agreement we may execute) are intended to meet those requirements <sup>10</sup>.
- **Scope of Data Processing:** The Service may process **personal data** such as patient names, contact information (phone numbers, email addresses, LINE IDs), appointment dates/times, and communications content (e.g., inquiry messages, call audio or transcripts), as well as any other data the Client or End User provides through the platform. We will process this personal data **only for the purposes of delivering the Service**, which include scheduling appointments, sending reminders, answering routine questions, and facilitating communication between patients and the clinic. Pearwell will not **collect, use, or disclose** personal data for any purpose outside the scope of providing and improving the Service, except with the Client's instruction or as required by law.
- **Client's Obligations (Data):** The Client is responsible for ensuring that it has a valid legal basis to collect and process patient personal data and to disclose or outsource it to Pearwell for processing.

**Consent:** Where consent is the chosen legal basis (often required for health-related data or communications), the Client must obtain explicit and informed consent from patients for their data to be used in the Service <sup>9</sup> <sup>11</sup>. This may include consent for receiving automated communications and for allowing an AI system to handle their inquiries. **Notice:** The Client should inform patients about how their data will be used, including informing them that Pearwell's platform will process their data on the clinic's behalf. **Data Minimization:** The Client should only upload or input personal data into Pearwell that is necessary for using the Service. The Client must not use the Service to store or transmit highly sensitive personal data that is not needed for Service functionality, especially if no consent or legal justification exists for such data.

- **Pearwell's Obligations (Data):** Pearwell will process personal data **only on documented instructions** from the Client (as provided via the Service interface or through written agreements). We will apply appropriate **technical and organizational security measures** to protect personal data against unauthorized or unlawful processing, and against accidental loss, destruction, or damage, as required by PDPA (e.g., encryption, access controls, regular security audits). Pearwell's personnel will only access personal data on a need-to-know basis, and those who handle personal data are bound by confidentiality obligations. We will not sell personal data or share it with third parties for marketing or any independent purposes. Pearwell will **assist the Client in fulfilling its obligations to data subjects**: for example, if a patient exercises their **rights to access, correct, or delete** personal data, Pearwell will cooperate by providing available data or deleting data from our systems as directed, in accordance with the law <sup>12</sup>. We will also assist in providing required information about our data processing activities as needed for the Client's compliance (such as helping the Client compile records of processing or respond to regulatory inquiries about the Service).
- **PDPA Compliance and Consent:** Both parties will abide by PDPA's core principles of lawful, fair, and transparent processing. The Client, as Data Controller, acknowledges that **sensitive personal data** (such as health information about an identifiable patient) requires a higher standard of protection – typically explicit consent from the data subject or another lawful exception – before processing <sup>11</sup>. If the Service will handle any such sensitive data, the Client is responsible for obtaining the necessary explicit consent from the patient (or ensuring another lawful basis under PDPA applies) before using the Service to process that data. Pearwell, as Data Processor, will process any sensitive data in strict compliance with PDPA's requirements and only for the purposes directed by the Client.
- **Subprocessors:** Pearwell may utilize reputable third-party service providers (subprocessors) as part of delivering the Service – for example, cloud hosting providers, communication APIs (for voice calls or messaging), or analytics tools. Any subprocessors used will be subject to data protection obligations no less protective than those in these Terms. Pearwell maintains a list of major subprocessors and will provide notice or obtain consent as required by law before adding any new subprocessor that will handle patient personal data. We remain liable for the actions of our subprocessors in their handling of personal data under our instruction.
- **International Data Transfers:** Pearwell primarily operates in Thailand; however, depending on infrastructure, personal data may be processed or stored on servers located in other jurisdictions (for example, if our cloud servers are outside Thailand). In the event of any cross-border transfer of personal data, Pearwell will ensure such transfer is permitted under PDPA – for instance, by transferring to countries that have been deemed to have adequate data protection standards, or by

implementing appropriate safeguards such as standard contractual clauses, or obtaining consent if required. We will take necessary steps so that personal data remains protected regardless of where it is stored or processed.

- **Data Retention and Deletion:** We will retain personal data only for as long as necessary to fulfill the purposes of the Service, or as required by law or legitimate business needs. The Client can configure certain retention settings through the Service (if available) and can instruct Pearwell to delete specific data. Upon termination of the Service or upon the Client's written request, Pearwell will either return all personal data to the Client and/or securely delete personal data in our possession, except to the limited extent that we are required to retain certain data for legal compliance, dispute resolution, or backup requirements. If exact deletion is not immediately feasible (e.g., stored in backups), we will continue to protect the data and prevent active use until deletion is possible.
- **Data Breach Notification:** Pearwell will promptly inform the Client if we become aware of a **personal data breach** affecting the Client's data. We will provide relevant details of the breach and work with the Client to investigate and mitigate the issue. Notification to regulators or affected individuals (data subjects) will be the responsibility of the Data Controller (Client) unless otherwise required by law; however, Pearwell will assist the Client in fulfilling any such notification obligations to the extent possible.
- **Patient Data Rights:** Patients (as data subjects) have certain rights under PDPA and other laws, such as the right to **be informed** of how their data is used, to **access** their data, to **correct** inaccuracies, and to **request deletion** of their data in some circumstances <sup>12</sup>. The Client is responsible for handling any data subject requests from its patients. Pearwell will promptly assist the Client by providing any information or performing any actions through the Service that are needed to honor a patient's request (for example, extracting chat history of that patient, or deleting their contact information) insofar as the law requires.
- **Privacy Policy:** Additional details about how Pearwell handles personal information may be found in Pearwell's Privacy Policy (if provided separately on our website). That Privacy Policy is hereby incorporated by reference for matters such as cookie use, website visitor data, and Pearwell's role as a data controller for certain business data. In the event of any conflict between the Privacy Policy and these Terms regarding treatment of personal data in the Service, these Terms shall prevail for the Client's use of the Service.

## Service Limitations and Disclaimers

While Pearwell strives to provide an effective and reliable Service, it is important to understand the following **disclaimers and limitations** on the Service. Except as expressly set forth in these Terms, the Service is provided on an "**as is**" and "**as available**" basis, without warranty of any kind. By using the Service, you acknowledge and accept the following:

- **No Medical Advice or Emergency Use:** Pearwell **is not a medical or healthcare provider**, and we do not give medical advice, diagnoses, or treatment through the Service <sup>4</sup>. Any information provided by Pearwell's automated system is general in nature (e.g., clinic hours, services offered, appointment availability) and **not a substitute for professional medical judgment**. Patients should consult qualified healthcare professionals for medical advice. The Service should **not be relied upon**

**in medical emergencies** or any situation where urgent or critical care is needed <sup>5</sup> . If you are a patient experiencing an emergency, you should seek immediate help from medical emergency services or go to the nearest hospital, not use this Service. Pearwell disclaims any liability for harm resulting from delay or failure to seek proper medical treatment.

- **No Guarantee of Outcomes:** Pearwell does not guarantee that using the Service will result in any specific business or clinical outcomes for the Client. While the Service is designed to improve responsiveness and reduce missed appointments, the Client's results may vary. **No advice or information** (oral or written) obtained from Pearwell or through the Service shall create any warranty not expressly stated herein. The Client remains responsible for its own business decisions, patient care, and compliance obligations.
- **Service Accuracy and AI:** The Service employs advanced AI and automated systems to interpret and respond to communications. **However, no AI is perfect.** The Client acknowledges that automated responses or voice interactions may occasionally misunderstand a user or provide an incorrect or incomplete answer. Pearwell does not warrant that the AI will accurately handle every possible scenario or query. The Client should review and configure automated messages and should provide feedback on any incorrect responses so we can improve the system. We also recommend that the Client periodically monitor some interactions for quality assurance. Pearwell is not liable for any incorrect information provided to an End User *unless* such information was due to Pearwell's willful misconduct or gross negligence. The clinic should follow up with patients if there is any possibility of misinformation or confusion from an automated interaction.
- **System Availability:** While we aim for high availability, Pearwell does not **guarantee 100% uptime or error-free operation** of the Service. The Service may become unavailable from time to time due to scheduled maintenance, updates, or unforeseen technical issues. There may also be **interruptions or delays** inherent in internet and telecommunications systems that are outside Pearwell's control. For example, telephone network outages, internet backbone issues, power disruptions, or downtime on third-party messaging platforms (such as LINE or Facebook) can all impact the Service's functioning. **Pearwell shall not be held liable for any loss or damage due to Service unavailability or delays** caused by factors outside our reasonable control (including network failures or force majeure events) <sup>13</sup> . We will, however, make reasonable efforts to restore service and communicate status to Clients during any widespread outages.
- **Third-Party Services and Integration:** Pearwell's Service often integrates with third-party communication channels and services (for example, telephony providers, SMS gateways, LINE messaging API, Facebook Messenger, email services, cloud hosting providers, etc.). We do not have full control over these external services and thus **make no warranty** as to their continuous availability or performance. The Client's and End Users' use of third-party platforms (such as LINE or Facebook) is subject to those platforms' own terms and policies, not to Pearwell's Terms. Pearwell is **not responsible for** any acts or omissions of third-party providers, nor for any data loss, breach, or other incidents originating from those platforms. However, we will take reasonable steps to select reliable providers and to configure integrations securely. If a third-party service that the Service relies on changes its terms, discontinues service, or experiences a security incident, Pearwell will attempt to adapt our Service to mitigate impact on Clients, but we cannot guarantee to eliminate all impacts.

- **No Implied Warranties:** To the fullest extent permitted by law, Pearwell **disclaims all implied warranties** or conditions of any kind, including, without limitation, **implied warranties of merchantability, fitness for a particular purpose, and non-infringement** <sup>14</sup>. We do not warrant that the Service will meet all of the Client's requirements, or that operation of the Service will be uninterrupted, virus-free, secure, or error-free. The Client assumes all responsibility for determining whether the Service is suitable for its own needs and for the results obtained from use of the Service.
- **Limited Warranty:** Pearwell warrants only that it will provide the Service with reasonable care and skill as described in these Terms. If the Service materially fails to perform as promised due to Pearwell's fault, the Client's sole remedy is to notify us and allow us to either repair the issue or, at our discretion, provide an appropriate service credit or refund for the period of disruption. Pearwell's responsibility for errors or defects in the Service is limited as described under "Limitation of Liability" below.
- **No Responsibility for Client's or User's Actions:** Pearwell is not responsible for any content or data provided by the Client or End Users. The Client is solely accountable for any messages or materials that it (or its patients) inputs or transmits through the Service. Pearwell simply facilitates the delivery of such content. We do not pre-screen content, but we reserve the right to remove or delete any content that we become aware may violate these Terms or the law. Additionally, Pearwell is not liable for any acts or omissions of the Client's staff or End Users, including how they interpret or act upon information from the Service. For example, if a clinic staff misconfigures a setting or a patient ignores a reminder, those consequences are outside Pearwell's control.
- **Security and Data:** Pearwell has implemented security measures to protect the Service and data; however, **no system is completely immune to security breaches**. We do not guarantee that unauthorized third parties will never be able to defeat our safeguards. **Unauthorized access** to data, hacking, and similar attacks can occur, and **Pearwell will not be liable for any breach or access beyond our reasonable control** <sup>15</sup>. That said, if we identify any security vulnerability or incident, we will act swiftly to mitigate it and inform affected parties as necessary. Clients are responsible for their own systems' security when interfacing with the Service (for example, securing their devices and networks).
- **Regulatory Compliance:** Pearwell is not providing legal or regulatory compliance assurances. While the Service is designed to facilitate compliance with appointment reminders, PDPA, etc., the Client's use of the Service in a compliant manner is the Client's responsibility. Pearwell's platform includes features (like consent recording, opt-out management, etc.) to assist with PDPA compliance, but using those features correctly is up to the Client. We make no warranty that use of the Service will guarantee compliance with any particular law or regulation in every scenario. Clients should seek independent legal advice on compliance if needed.

The above disclaimers form an essential part of our agreement. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to the Client. In such case, any implied warranties will be limited to the minimum scope and duration permitted by applicable law.



## Acceptable Use Policy

All users of the Pearwell Service (including Clients and their End Users) must adhere to this Acceptable Use Policy. These rules are in place to ensure the Service is used safely, lawfully, and respectfully. By using the Service, you agree **NOT** to engage in any of the following prohibited activities:

- **Unlawful Activities:** You shall not use the Service for any purpose that is illegal or prohibited by law. This includes (but is not limited to) violating any **laws or regulations of Thailand** (or of any other jurisdiction applicable to your use). You must comply with all data protection, privacy, and healthcare laws, as well as the Thai Computer Crimes Act and other relevant statutes, when using the Service <sup>8</sup>. The Service may not be used to encourage, promote, or facilitate any criminal or unlawful activity.
- **Unauthorized Access and Security Violations:** You shall not misuse the Service or attempt to **circumvent security**. Prohibited actions include attempting to gain unauthorized access to any Pearwell systems or accounts, probing or testing the vulnerability of the Service, introducing viruses, worms, malware or any other malicious code, or breaching any authentication or security measures <sup>16</sup>. Any form of hacking, denial-of-service attacks, or interference with the normal performance of the Service or its infrastructure is strictly forbidden.
- **Spam and Unsolicited Communications:** You shall not use the Service to send **unsolicited bulk messages** or spam. All communications sent through Pearwell on behalf of a Client should be to individuals who have a relationship with the clinic (such as patients or those who have inquired) and should comply with applicable anti-spam laws. You must not use the Service to send marketing messages to any person who has not provided consent or who has opted out of such messages. Additionally, generating automated robocalls or mass-texts in violation of regulations or without proper consent is prohibited.
- **Harmful or Illegal Content:** You shall not upload, transmit, or store via the Service any content that is unlawful, harmful, or violates any rights. This includes content that is **defamatory, obscene, pornographic, indecent, harassing, threatening, or abusive**, or that constitutes hate speech or discrimination. You also must not use the Service to misrepresent or impersonate someone else. Any content that infringes on **intellectual property rights** (e.g., copyrighted material used without permission) or **privacy rights** of others is forbidden <sup>16</sup>. The Client is responsible for any templates or automated messages configured in the Service – they must be truthful (e.g., do not contain false claims about medical services) and compliant with advertising standards.
- **Privacy Violations:** You shall not use the Service to collect or harvest personal data about individuals without their knowledge or consent. Any personal data of patients that you handle via Pearwell must be collected and processed in line with our Data Usage section and applicable law. It is prohibited to use the Service in a manner that would violate someone's privacy rights, such as storing sensitive personal data without safeguards or sending personal data to unauthorized recipients.
- **System Abuse:** You shall not use the Service in a manner that could damage, disable, or overburden Pearwell's infrastructure. For example, initiating unreasonable high volumes of requests (outside normal usage patterns), deploying automated scripts or bots against the Service without permission

(other than Pearwell's own bots), or any action that interferes with the Service's performance for other users is not allowed. You may not resell or redistribute the Service to others, nor use it to process data on behalf of third parties not disclosed to Pearwell.

- **End User Conduct:** If you are an End User (patient) interacting with the Service, you agree to use it only for **legitimate personal or healthcare-related purposes** (such as inquiring about services, scheduling appointments, or communicating with your clinic). You will not use the Service to send offensive or unlawful messages to the clinic, and you will not attempt to abuse the system (e.g., by repeatedly placing false appointment requests or trying to manipulate the AI with malicious inputs). Pearwell reserves the right to terminate or block communications from End Users who seriously misuse the Service or violate these standards, in coordination with the Client.
- **No Violation of Others' Systems:** You should not use Pearwell as a staging ground to attack or infiltrate any other system. For example, you may not use the Service to transmit viruses to your patients or to direct patients to malicious websites. You must not use any integration or API Pearwell provides in a way that violates the intended use or security of that API.

**Enforcement:** Pearwell reserves the right to monitor usage of the Service (in compliance with privacy laws) to ensure compliance with this Acceptable Use Policy. If we detect or receive a report that you have engaged in any prohibited conduct, we may investigate and, at our discretion, **suspend or terminate access** for the responsible user or Client <sup>17</sup>. In most cases, we will attempt to notify the Client of any issue and may provide an opportunity to remedy the violation (if it's something that can be stopped or fixed). However, for severe violations or illegal activities, suspension or termination may be immediate and without prior notice. The Client will be responsible for any consequences (legal or otherwise) arising from its or its End Users' violation of this Acceptable Use Policy, including any costs incurred by Pearwell due to such violation.

If you become aware of any misuse of the Service or any security incident, please report it to Pearwell immediately at our contact email provided below. We appreciate cooperation in maintaining a safe and lawful service environment.

## Intellectual Property Rights

This section explains the ownership and license rights regarding the intellectual property (IP) associated with the Service, as between Pearwell and the Client (and End Users).

- **Pearwell's IP:** The Service, including all software, code, algorithms, AI models, user interfaces, designs, databases, know-how, and documentation, is the **intellectual property of Pearwell** or its licensors. All trademarks, logos, service marks, and brand names of Pearwell (such as the "Pearwell" name and logo) are solely owned by Pearwell. Except for the limited usage rights expressly granted to you in these Terms, **no intellectual property rights** in the Service or Pearwell's brand are transferred or licensed to the Client or any user. Pearwell retains all rights, title, and interest in and to its IP. You agree not to remove or alter any copyright notices, proprietary legends, or branding on the Service or related materials.

- **License to Use:** Subject to your compliance with these Terms and any applicable agreement (e.g., a service order or subscription agreement between Pearwell and the Client), Pearwell grants the **Client** a limited, non-exclusive, non-transferable, revocable license to access and use the Service during the agreed term for the Client's internal business purposes (clinic automation and communication with its patients). This license allows the Client's authorized staff to use the Pearwell platform and allows End Users to interact with the Service as facilitated by the Client. **End Users** are granted a limited right to use the Service interfaces (such as speaking with the AI receptionist or texting with the chatbot) solely for their personal interaction with the Client's clinic. No users (Client or End User) acquire any ownership of the software or systems themselves. The Service is provided as an online service, not sold to you.
- **Restrictions:** You shall not, and shall not allow any third party to, **copy, modify, adapt, decompile, reverse engineer, or create derivative works** based on any part of Pearwell's Service (except to the extent such restriction is prohibited by applicable law). You may not use any robot, spider, scraper, or other automated means to access the Service for any purpose outside the scope of the Service's intended use without our express written permission. Also, you may not attempt to interfere with or compromise the system integrity, security, or performance of the Service, nor attempt to gain unauthorized access to Pearwell's intellectual property (such as by extracting our AI models or software source code).
- **Client Content and Data: Ownership of Client Data:** Pearwell does not claim ownership of the content or data that the Client (or its End Users) provides, inputs, or generates while using the Service. All **patient data, messages, and any other content** that the Client uploads to the Service remain the property of the Client or its rightful owner. **License to Pearwell:** For the sole purpose of operating and providing the Service, the Client grants Pearwell a license to process, transmit, store, and otherwise use the data and content the Client (or End Users) provide through the Service. This license is limited to the term of our contract, and solely to the extent necessary for us to perform our obligations (for example, to store a voicemail left by a patient so the clinic can retrieve it, or to analyze chat queries to improve response quality). We will not use Client data for any other purpose without permission. On termination of the Service (and after any post-termination data retrieval period), Pearwell will cease using and will delete or return Client data as described in the Data Privacy section.
- **Client's IP Warranty:** The Client is responsible for ensuring that it has the rights to any content it uses with the Service. The Client **warrants that all content it provides** to Pearwell or through the Service (such as the clinic's logos, images, audio recordings for greetings, written scripts or FAQs, etc.) **does not infringe** any third party's intellectual property or proprietary rights <sup>18</sup>. The Client should only upload materials that it owns or has obtained permission to use. If the Client uses any third-party content (for example, stock images or certain text), the Client must have the appropriate license. The Client agrees to indemnify Pearwell for any third-party claims that arise from content the Client provided that violates this warranty (see Indemnification section below).
- **Removal of Infringing Material:** Pearwell respects others' intellectual property rights and expects users to do the same <sup>19</sup>. If Pearwell receives a credible notice (for example, a copyright takedown notice or other complaint) alleging that content provided through our Service infringes someone's intellectual property, we may remove or disable access to that content. We will notify the Client of such action unless legally prohibited. In cases of repeated infringement by a Client or blatant

violation, Pearwell reserves the right to suspend or terminate the Client's account. Similarly, if the Client believes that any content on the Service (provided by Pearwell or another party) infringes the Client's intellectual property, the Client should notify us with details, and we will investigate and respond appropriately.

- **Pearwell's Marks:** The Client may use Pearwell's name or logo **only with prior written consent** from Pearwell, except for factual statements (e.g., "Our clinic uses Pearwell for automation") that do not imply endorsement. All permitted use of Pearwell's trademarks shall inure to the benefit of Pearwell. End Users and third parties are not permitted to use Pearwell's name, logo, or other trademarks for any purpose without authorization. Conversely, Pearwell may use the Client's name or logo in our customer listings or marketing materials with the Client's consent (which the Client may grant in a separate agreement or via email). Any such use will be in accordance with any brand guidelines provided by the Client.
- **Feedback and Suggestions:** If the Client or an End User provides any suggestions, ideas, or feedback to Pearwell about the Service, Pearwell may use and incorporate those suggestions without any obligation. Any improvements or modifications to the Service (even if based on Client feedback) will be owned by Pearwell. Providing feedback is optional, but we appreciate insights that can make our platform better.

## Termination

This section explains how these Terms can be terminated and what happens upon termination.

- **Term of Agreement:** These Terms are effective from the moment you accept them (or first use the Service) and continue in effect until terminated by either party as allowed herein. If there is a separate service contract or order specifying a subscription term, these Terms remain in effect for as long as that contract is in effect (unless superseded by a new agreement).
- **Termination by Client:** The Client may terminate this Agreement and the use of the Service at any time by providing written notice to Pearwell (e.g. via email to our support address) and ceasing all use of the Service. If the Client has a contractual subscription, termination may be effective at the end of the current subscription period or as governed by the separate agreement with Pearwell. End Users (patients) who do not agree with these Terms or no longer wish to use the Service may simply stop interacting with the Service; patients can also request the clinic to cease using the Service for their communications.
- **Termination by Pearwell:** Pearwell may suspend or terminate the Client's access to the Service for **cause** with immediate effect if the Client (or its End Users) materially breach these Terms or violate applicable laws in connection with the Service. For example, if the Client is found to be using the Service for unlawful purposes, or seriously violating the Acceptable Use Policy, we may terminate immediately <sup>17</sup>. We will attempt to give prior warning and opportunity to cure the breach when reasonably possible, but we are not required to do so if the violation is severe (such as jeopardizing other users or involving illegal activity). Pearwell may also terminate this Agreement without cause by providing at least 30 days' notice to the Client (for instance, if we decide to discontinue the Service). In such a case, if the Client has paid for a future period, we would provide an appropriate pro-rated refund for the unused portion. Additionally, Pearwell reserves the right to terminate or

suspend End User access (for example, blocking a particular phone number or account) if an End User seriously misuses the Service or if required to comply with law or protect the Service.

- **Effect of Termination:** Upon termination of the Agreement for any reason:
  - **Cease Use:** The Client's rights to access and use the Service will immediately cease. The Client must stop using the Service and ensure that any of its staff also cease access. Any licenses granted to the Client for software or use of Pearwell IP end at termination.
  - **Data Return/Deletion:** As described in the Data Privacy section, upon termination the Client generally has the right to retrieve its data from the Service. Pearwell may provide a limited post-termination period (e.g., 30 days) for the Client to export or download any client-owned data (such as contact lists, chat transcripts, etc.) still stored in the system. After such period, Pearwell will proceed to delete or anonymize the Client's personal data from active systems, except as otherwise required to retain for legal reasons. It is the Client's responsibility to export needed data before the deletion window closes. Pearwell has no obligation to retain Client data after termination beyond what the law mandates.
  - **Fees:** (Note: pricing and payment terms are not covered in these Terms per the user's request, but generally any outstanding fees for use up to termination would become due. Since we are not including billing terms, we omit specifics.)
  - **Confidential Information:** Each party remains obligated to maintain the confidentiality of any information obtained during the term (see confidentiality below). Termination does not free either party from confidentiality duties with respect to the other's information or with respect to protecting personal data.
  - **Continuing Obligations:** Any provisions of these Terms which by their nature should survive termination (such as limitations of liability, indemnities, confidentiality, governing law, dispute resolution, and any perpetual licenses or ownership clauses) **will survive** the termination and remain in effect. Termination does not relieve the Client from liability for any breach that occurred prior to termination.
  - **Suspension:** In lieu of termination, Pearwell may choose to **suspend** the Service (in whole or part) in certain situations, for example, during investigation of a suspected breach or to prevent harm. Suspension might mean temporary disabling of the Client's account or certain functionalities. Fees (if any) may continue to accrue during suspension unless waived at Pearwell's discretion. We will restore full Service when the issue is resolved and both parties commit to compliance moving forward.
  - **Liability for Termination:** Neither party shall be liable to the other for any damages resulting solely from a proper termination of this Agreement in accordance with its terms. (Any liability for breach leading to termination is another matter.) The Client understands that after termination, it will no longer have access to the Service or its data (subject to retrieval provisions above).

If the Client wishes to resume use of the Service after termination, it will likely need to enter into a new agreement with Pearwell (and there is no guarantee past data can be restored if it was deleted). It's advisable for Clients to coordinate transition plans if they decide to terminate, to ensure continuity of patient communications by other means.

## Limitation of Liability

To the maximum extent permitted by applicable law, the following limitations of liability apply:

- **Indirect Damages:** Pearwell shall not be liable to the Client or any user for any indirect, incidental, special, consequential, or punitive damages whatsoever. This exclusion includes, without limitation, damages for lost profits or revenues, loss of goodwill, loss of business opportunity, loss of data, cost of substitute services, or other intangible losses arising out of or related to the use or inability to use the Service. These types of damages are excluded **even if** Pearwell has been advised of the possibility of such damages, and regardless of the theory of liability (contract, tort, strict liability, or otherwise).
- **Direct Damages Cap:** Pearwell's total cumulative liability for any and all claims arising from or related to the Service or these Terms will **not exceed the amount actually paid by the Client to Pearwell** for the Service in the **6 months** immediately preceding the event giving rise to the claim <sup>20</sup>. If no fees were paid (for example, if the Client was in a free trial or an End User using the service without charge), Pearwell's total liability shall not exceed **USD \$100 (or equivalent in local currency)**. This cap on liability is an aggregate limit for all claims of any kind and nature.
- **Scope of Limitation:** The limitations in this section apply to all causes of action, whether arising from breach of contract, tort (including negligence), product liability, or any other legal theory. Each provision in this section that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to allocate the risks under this Agreement between the parties. This allocation is reflected in any pricing (if applicable) and is a fundamental part of the agreement between the parties.
- **Exceptions: Nothing in these Terms is intended to exclude or limit liability for:**
  - Death or personal physical injury caused by a party's negligence.
  - Fraud or fraudulent misrepresentation.
  - Gross negligence or willful misconduct.
  - Any liability which cannot be excluded or limited under applicable law (such as certain statutory liabilities under PDPA or consumer protection laws, if applicable to the Client's use – though note, the Service is a business-to-business service and not a consumer product).
- In the event Thai law forbids the exclusion of certain damages, we will comply with the minimum requirements of the law and no provision of this section will be interpreted in a way that contravenes mandatory law.
- **Client's Liability:** The Client is responsible for its use of the Service and for any claims, damages, or losses incurred by Pearwell or others due to the Client's (or its End Users') breach of these Terms or misuse of the Service. (See Indemnification below for obligations to protect Pearwell in such events.)
- **Multiple Claims:** All claims and causes of action arising out of or relating to the Service shall be brought within the period required by law. Multiple claims shall not enlarge the cap outlined above – the cap is the maximum total liability for all claims in aggregate.

- **Reliance on Limitations:** The Client acknowledges that Pearwell is providing the Service in reliance on the disclaimers of warranty and the limitations of liability set forth in these Terms, and that the pricing and terms would be different if there were a higher exposure to liability. These limitations form an essential basis of our bargain.
- **No Special Damages:** For clarity and without limiting the above, Pearwell will not be liable for any damages resulting from: (a) the Client's inability to access or use the Service (e.g., due to downtime or connectivity issues); (b) any unauthorized access to or alteration of your transmissions or data, or any loss or corruption of data; (c) any content or conduct of any third party on the Service, including viruses or malicious code transmitted through the Service; or (d) any communications or transactions entered into through the Service. Pearwell's responsibility for claims is strictly limited to direct damages which are proven and attributable to our breach of these Terms, up to the stated cap.

The above limitations and exclusions will apply to the fullest extent permitted by law, even if any remedy fails of its essential purpose.

## Indemnification

**Client Indemnity:** The Client agrees to defend, indemnify, and hold harmless Pearwell, its parent company, affiliates, and their respective officers, directors, employees, agents, and advisors (collectively, the "Pearwell Parties") from and against any and all **claims, liabilities, damages, losses, and expenses** (including reasonable attorneys' fees and court costs) that arise out of or relate to:

1. **Client's Breach or Violation:** Any breach of these Terms by the Client or its End Users, or any violation of applicable law by the Client/End Users in connection with use of the Service. For example, if the Client uses the Service to send messages in violation of PDPA or without proper consent, and a claim or regulatory fine is brought against Pearwell as a result, the Client would indemnify Pearwell for those costs <sup>21</sup>.
2. **Client Content and Data:** Any content or data provided by the Client (or its End Users) that infringes someone's intellectual property rights, privacy rights, or other rights, or that is defamatory or unlawful. The Client is responsible for obtaining all necessary permissions for content it uses. If Pearwell faces a claim (e.g., a copyright claim or a PDPA data subject complaint) due to content or data the Client provided or actions the Client took, the Client will cover the associated damages and costs <sup>21</sup>.
3. **End User Interactions:** Any dispute or claim between the Client and an End User (patient) or any third party arising from the Client's services or the Client's use of the Pearwell Service. Pearwell is not a party to the agreements between the clinic and its patients; if a patient alleges, for instance, that the clinic failed to follow up on an inquiry or gave harmful advice (regardless of the involvement of our platform), that is between the patient and the clinic. If Pearwell is brought into such a dispute as a result of the Client's actions or omissions, the Client will indemnify Pearwell.
4. **Illegal Use and Misuse:** Any claims arising from the Client's misuse of the Service or illegal use (such as using the Service to transmit prohibited content or to engage in fraudulent activities). If any

governmental fines or penalties are imposed on Pearwell due to the Client's unlawful use of the Service (for example, a telemarketing violation, or a PDPA penalty due to the Client's failure to obtain consent), the Client will be responsible for those penalties.

Pearwell reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client, in which case the Client agrees to cooperate with Pearwell's defense of such claim and reimburse any associated costs. The Client must not settle any claim in a manner that imposes any liability or admission of fault on Pearwell without Pearwell's prior written consent.

*(At this time, Pearwell is not providing a reciprocal indemnity to the Client in these Terms — for example, we are not explicitly indemnifying the Client for third-party IP infringement claims related to our Service. Pearwell does, however, stand behind its service and will address any such issues in good faith even if not obligated by a formal indemnity clause.)*

The obligations in this **Indemnification** section shall survive termination of the Agreement. This means the Client's duty to indemnify applies even after the contract ends, with respect to claims arising from the period of the Client's use of the Service.

## Governing Law and Dispute Resolution

These Terms and any dispute or claim arising out of or relating to the Service will be governed by and construed in accordance with the **laws of Thailand**, without regard to its conflict of law principles <sup>22</sup>. You agree that the laws of Thailand will apply to all matters relating to this Agreement and to the use of the Service, including data protection issues (PDPA) and contractual matters.

- **Jurisdiction:** Both Pearwell and the Client agree to submit to the **exclusive jurisdiction of the courts of Thailand** for the resolution of any disputes arising under this Agreement or relating to the Service <sup>22</sup>. Unless otherwise required by law, any legal action or proceeding must be brought in the courts located in the Kingdom of Thailand. If jurisdiction can be specified, the parties agree that the courts of Bangkok, Thailand shall be an appropriate venue, although any court with competent jurisdiction in Thailand may hear the matter. Each party waives any objection to the venue and jurisdiction of such courts (including any defense of inconvenient forum), to the extent permitted by law.
- **Injunctive Relief:** Notwithstanding the above, either party may seek injunctive or equitable relief in any jurisdiction to prevent unauthorized use or misuse of the Service or infringement of intellectual property rights. For example, if the Client violates Pearwell's IP rights, Pearwell can go to court to seek an injunction without first going through other dispute resolution.
- **Dispute Resolution Process:** Before filing a lawsuit, the parties agree (to the extent practicable) to attempt in good faith to resolve any dispute or claim through informal negotiation. The complaining party should send a written notice describing the issue to the other party's contact (e.g., by email). If the parties are unable to resolve the dispute within 30 days of such notice, then either party may proceed to formal legal actions. (This clause does not restrict either party's right to seek immediate relief when necessary, as noted for injunctive relief or where a statute of limitations is about to expire.)



- **Language:** These Terms are drafted in English. If they are translated into Thai or another language for any purpose, and there is any discrepancy between the English version and the translated version, the English version shall prevail in interpreting the Terms (unless Thai law requires otherwise). The official governing language of this Agreement and any proceedings shall be, to the extent permitted, English; however, we acknowledge that in Thai courts documents may need to be in Thai.
- **Legal Fees:** In any dispute between the parties arising out of these Terms or use of the Service, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party, in addition to any other relief granted. (This is subject to the court's discretion and any statutory requirements.)

**Note:** These governing law and jurisdiction terms mean that if you have any grievance or claim, you will generally need to pursue it in Thailand under Thai law. If you are located outside Thailand, be aware of this commitment when agreeing to these Terms.

## Service Level and Support

Pearwell is committed to providing a reliable Service and responsive support to our Clients. This section outlines our **Service Level** targets and support processes. While these are targets rather than absolute guarantees (unless otherwise agreed in a separate Service Level Agreement), we believe in transparency about our performance goals:

- **Service Availability:** Pearwell aims to maintain at least **99% uptime** for the Service each calendar month, excluding scheduled maintenance windows. "Uptime" is defined as the ability of the core Service platform to receive and respond to requests (such as answering calls or chats) and perform its intended functions. Downtime caused by factors outside of Pearwell's control (for example, internet backbone failures, DNS issues, third-party platform outages, force majeure events) will not count against the uptime target. If an unscheduled outage occurs due to an issue within our control (e.g., software error or server failure), Pearwell will work to restore service as quickly as possible. We have system monitoring in place and on-call staff to address critical incidents. If monthly uptime falls below our target and it was within our reasonable control, the Client may be eligible for service credits or other remedies as defined in any separate SLA or contract (if one is in place).
- **Maintenance and Updates:** We occasionally need to perform maintenance (such as software updates, security patches, or server upgrades). We will strive to perform scheduled maintenance during low-usage hours (for example, late at night or weekends) to minimize impact on clinics and patients. We will provide advance notice for significant maintenance events via email or an in-app notification, except for emergency security updates which may be deployed immediately if needed. During maintenance windows, some or all Service functions may be temporarily unavailable or slower. We will endeavor to keep maintenance periods brief and to communicate clearly when the Service is fully operational again.
- **Support Hours:** Pearwell provides client support during normal business hours (for example, Monday–Friday, 9:00 to 18:00 Thailand Time) via our official support channels. Our support team can be reached by email at **support@pearwell.com** (or a designated support portal, if provided). We also offer emergency support outside normal hours for critical issues (such as the Service being

completely down) – instructions for reaching after-hours support will be provided to Clients (e.g., an emergency hotline or priority email).

- **Response Times:** Our target response times for support inquiries are as follows: For **critical issues** (Service outage or major function failure affecting all users), we aim to respond within 1 hour (24/7) and work continuously to resolve the issue. For **high-priority issues** (significant feature impairment or issue affecting many users but not a full outage), we aim to respond within 4 business hours. For **normal priority issues** (general questions, minor bugs, or requests), our target is within 1 business day. And for **low priority or feature suggestions**, within 2-3 business days. Please note these are targets, not guarantees, but we will do our best to meet or beat them. “Respond” means a qualified support engineer has reviewed the ticket and replied with an acknowledgement and initial findings or questions.
- **Issue Resolution:** While some issues can be resolved quickly, others may require a software patch or involve external vendors. Pearwell will keep the Client updated on the status of critical issues at regular intervals (for example, every few hours for an outage). For non-critical issues, we will provide an estimated resolution or next update time after initial analysis. We classify and triage bugs based on severity, and critical bugs get the highest priority for fixes. Less severe bugs will be scheduled into our development cycle and fixed in due course; we welcome the Client’s input on prioritization if an issue significantly impacts their operations.
- **Service Level Credits:** If Pearwell has explicitly committed to certain service levels (uptime, response time, etc.) in a separate Service Level Agreement (SLA) with the Client, and we fail to meet those commitments, the Client may be entitled to remedies such as service credits. Any such terms would be detailed in the SLA or main service contract. In the absence of a separate SLA, Pearwell may voluntarily offer a credit or partial refund in cases of extended downtime or serious deficiencies, at our discretion, as a gesture of goodwill.
- **Client Responsibilities for Support:** When reporting an issue, the Client should provide as much detail as possible to aid troubleshooting (e.g., description of the problem, screenshots, call timestamps, affected user info). The Client should also ensure that their own systems (internet connection, devices, etc.) are functioning, as Pearwell may ask the Client to verify that an issue is not caused by local or third-party factors. The Client is expected to cooperate in good faith with Pearwell’s support team in diagnosing and resolving issues.
- **Exceptions:** The Service Level commitments do not apply to any unavailability or performance issues: (a) caused by **force majeure** events (such as natural disasters, strikes, war, pandemic, government actions) which are outside of Pearwell’s control; (b) that result from any actions or inactions of the Client or any third party (for example, misconfiguration by the Client, or a third-party service outage); (c) that result from the Client’s equipment, software, or other technology (other than third-party equipment within Pearwell’s direct control); or (d) arising from Pearwell’s suspension or termination of service in accordance with the Terms (for instance, if we suspend for non-compliance, that downtime is excluded).

Pearwell’s goal is to provide a smooth and reliable service experience for all users. We continuously monitor our system’s performance and invest in infrastructure improvements to meet our service level targets. The Service Level and Support terms described here are meant to provide transparency. If you have any specific

uptime or support needs, please communicate them to Pearwell; enterprise clients may negotiate customized SLA terms as needed.

## Contact Information

If you have any questions, concerns, or notices to send regarding these Terms or the Service, you may contact Pearwell using the information below. We also welcome feedback and inquiries about our platform.

### **Pearwell Co., Ltd.**

*(Full-Service Clinic Automation Agency)*

**Address:** 123 Example Road, Khlong Toei, Bangkok 10110, Thailand

**Email:** support@pearwell.com (for support inquiries)

**Email (General):** info@pearwell.com (for general questions or official notices)

**Phone:** +66-XX-XXXXXXX (office hours)

Attn: Legal Department / Terms of Service Inquiry (if sending a physical notice, please label it to the attention of our legal team).

Pearwell's official website is [www.pearwell.com](http://www.pearwell.com) – you can find additional information and updates there. Any formal legal notices should be sent in writing to our postal address with a copy emailed to us for faster handling.

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By using or continuing to use the Pearwell Service, you acknowledge that you have read, understood, and agreed to these Terms of Service. We encourage you to keep a copy of these Terms for your records. Thank you for trusting Pearwell with your clinic's automation needs. We are committed to serving you and your patients in accordance with these Terms and with the highest standards of integrity and care.

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1 2 3 Pearwell – Full-Service Clinic Automation Agency Business Plan.pdf

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<https://www.aia.co.th/en/health-wellness/vitality/terms-of-use>

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