

LOTUS ARENA

PERSONAL DATA PROCESSING POLICY

Phuket, Kingdom of Thailand • Last updated: June 23, 2026

1. PREAMBLE AND STATUS OF THE DOCUMENT

1.1. This Personal Data Processing Policy (hereinafter referred to as the "Policy") is a document of the Lotus Arena Platform, the copyright holder of which is Phuket Music Industry Co., Ltd. (hereinafter referred to as the "Company"), a company incorporated under the laws of the Kingdom of Thailand. This Policy defines who, on what basis, and to what extent processes personal data when using the Platform at lotusarena.life.

1.2. The Company acts as the controller of personal data processed when using the Platform and is responsible for the lawfulness of its processing and ensuring the rights of data subjects.

1.3. This Policy is an integral part of the Service User Agreement (Public Offer Agreement), the Rules for the Provision of Electronic Payment Services, and other documents posted on the Platform and applies in conjunction with them. Terms are used with the meanings defined in these documents.

1.4. The processing of personal data is carried out in accordance with the Personal Data Protection Act (PDPA) of the Kingdom of Thailand and applicable legislation.

1.5. Under Thailand's Electronic Transactions Act (ETA), clicking the "I accept" button or other similar electronic instruction constitutes an electronic signature. The current version of the Policy, published at lotusarena.life/privacy, is considered accepted by the data subject when using the Platform.

2. PARTICIPANTS IN DATA PROCESSING

2.1. Controller. The Company (Platform Operator) determines the purposes and means of processing the personal data of Buyers and other data subjects when using the Platform.

2.2. The Technical Payment Provider is ARBI Exchange Co., Ltd. (registration number 0835566032802). To organize payment acceptance and settlements, the Company engages a Technical Payment Provider, which processes payment and related data exclusively on the Company's documented instructions (the controller). The Technical Payment Provider does not independently accept, store, or transfer funds, but engages licensed Payment Service Providers for this purpose. In terms of fulfilling its own regulatory obligations (KYC/AML, tax and regulatory reporting), the Technical Payment Provider acts as an independent controller.

2.3. Payment Service Providers. Licensed financial institutions engaged by the Technical Payment Provider actually accept, store, convert, and transfer funds under their own licenses. In terms of fulfilling their own regulatory obligations (KYC/AML), the Providers act as independent controllers.

2.4. Technical contractors. Hosting providers, CRM and email services, and analytics tools act as processors—on behalf of and under the instructions of the Controller, based on separate data processing agreements.

2.5. Third-Party Organizer. If the Event is held by a third-party Organizer rather than the Company, the third-party Organizer becomes the independent controller of the Buyer's data for the purposes of conducting its Event (Section 11).

2.6. Data Subjects: Buyers – individuals using the Platform to purchase Tickets; representatives of the parties – as part of B2B interactions.

3. CATEGORIES OF PROCESSED DATA

3.1. Buyer Data

3.1.1. By the Controller - to the extent necessary for the provision of Platform services and the issuance of Tickets:

- Buyer's first and last name;
- email address and/or telephone number;
- IP address and technical session data;
- information on Ticket issuance and order status;
- Payment details: amount, date, transaction ID, payment status.

3.1.2. By the technical payment provider and the Payment Service Providers engaged by it - to the limited extent necessary to process the payment and refund: the payment identifier and amount, currency and exchange rate, information about the payer and recipient, payment details, as well as data required to fulfill regulatory obligations (KYC/AML).

3.1.3. By the Third Party Organizer (if applicable) - to the minimum extent necessary for identification, admission to the Event, contact with the Buyer and return: first and last name, email address and/or telephone number.

3.2. Details of representatives of the parties (B2B)

3.2.1. When concluding and executing contracts between the parties, the following information is processed: full name, details of identity documents of authorized representatives; contact information; information about the legal entity (name, registration data, address, bank details).

4. PURPOSES AND LEGAL BASIS OF PROCESSING

4.1. Execution of the Agreement — access to the Platform, registration and issuance of Tickets, organization of payment and settlement acceptance, support and notifications.

4.2. The data subject's consent to the processing and transfer of data to the Technical Payment Provider, the engaged Payment Service Providers, and (if necessary) the Organizer; consent may be revoked in accordance with Section 10.

4.3. Legitimate interest - protecting the Company's rights, preventing fraud, securing and improving the Platform.

4.4. Legal obligation - compliance with accounting and tax requirements, KYC/AML procedures and other regulatory requirements.

5. DATA TRANSFER AND PROCESSING ORDER

5.1. Transfer to the Technical Payment Provider. The Controller entrusts the processing of payment data to the Technical Payment Provider based on a data processing agreement (DPA), which defines the purposes, scope, deadlines, and security measures. The Provider processes the data only on the Controller's instructions, except when fulfilling its own regulatory obligations.

5.2. Engaging Payment Service Providers. The Technical Payment Provider has the right to engage licensed Payment Service Providers, provided that they enter into agreements with them under terms no less stringent than this Policy and the DPA ("back-to-back"), and that the Controller is informed of the engaged Providers.

5.3. Transfer to the Organizer. When an Event is held by a third-party Organizer, the Buyer's data (first name, last name, contact information, order status) is transferred to that Organizer, who becomes the independent controller and is obligated to comply with Section 11.

5.4. Other recipients include acquiring banks and payment gateways; IT service contractors, hosting providers, auditors; and government agencies upon legal request.

6. CROSS-BORDER DATA TRANSFER

6.1. To perform the payment function, data may be transferred outside the Kingdom of Thailand, in particular to engaged Payment Service Providers in foreign jurisdictions, including jurisdictions where funds in the payment currency are accepted.

6.2. Cross-border transfers are carried out: (a) pursuant to a contract between the data subject and the Platform; (b) with the consent of the data subject expressed by accepting this Policy; (c) subject to adequate safeguards – DPA, contractual data protection clauses and confidentiality agreements (NDAs) – in accordance with the PDPA.

7. PROCESSING OF PAYMENT DATA

7.1. Payment acceptance is technically organized by the Technical Payment Provider; the actual receipt, storage, and transfer of funds is carried out by the engaged Payment Service Providers.

7.2. Unique payment links and QR codes are generated for each Event. The platform receives and displays the payment status in the Buyer's Account and the Organizer's Personal Account. Refunds are initiated in accordance with the Ticket Refund Policy.

8. DATA PROTECTION AND INCIDENT NOTIFICATION

8.1. The parties apply technical and organizational security measures: encryption, backup, access control and restriction, data storage on secure servers, personnel training, and pseudonymization, where applicable.

8.2. The Processor and its engaged Suppliers process data strictly within the scope of their instructions; if they are unable to comply with the established processing procedures, the party shall promptly notify the Controller and suspend processing (except for storage and protection) until further instructions are received.

8.3. Any breach of personal data security (actual or reasonably suspected) shall be promptly notified in writing by the party to the other party so that measures can be taken and the competent authority notified in accordance with the PDPA.

9. STORAGE PERIODS

- Buyer data - 5 years from the date of the last transaction (accounting and tax reporting);
- Details of representatives of the parties - at least 5 years after termination of the agreement;
- Payment logs and system information - as required by technical and legal requirements.

After the expiration of the period, the data is subject to secure deletion or anonymization, unless otherwise required by law.

10. RIGHTS OF PERSONAL DATA SUBJECTS

In accordance with the PDPA, a data subject has the right to: revoke consent; access and a copy of their data; correct inaccurate information; restrict processing; object to processing; request deletion of data where there are grounds for doing so; and request data portability. Requests may be submitted to the Controller via the form on the Website or via the contact information in Section 12. The Technical Payment Provider and engaged Suppliers will assist the Controller in fulfilling such requests.

11. LIABILITY OF THE PARTIES

11.1. The controller is responsible for ensuring the lawfulness of the processing, informing data subjects and ensuring their rights.

11.2. The Technical Payment Provider is responsible for processing strictly on behalf of the Controller, selecting bona fide Payment Service Providers and ensuring security measures within its area of responsibility.

11.3. Payment service providers are responsible for protecting data when executing payment transactions and for complying with their own regulatory obligations.

11.4. The Third Party Organizer who receives the Purchaser's data is recognized as an independent controller and undertakes to use the data solely for the purposes of the Event, to comply with the PDPA, not to transfer the data to third parties without a legal basis, and to ensure the rights of data subjects.

12. CONTACTS

Data Controller:

Phuket Music Industry Co., Ltd. (Lotus Arena)

Registration number: 0835566038011

Legal address: 2/1, Unit 2, Sri Sunthon Road, Soi Choeng Thale 1, Cherngtalay, Thalang, Phuket 83110, Thailand

Director: Ms. Ask for Jupitch • E-mail: lotusarenapmi@gmail.com • Website: lotusarena.life

Technical payment provider (processor):

ARBI Exchange Co., Ltd.

Registration number: 0835566032802

Address: 49/1 Ban Don – Cherngtalay Road, Cherngtalay, Thalang, Phuket 83110, Thailand

The Company reserves the right to update this Policy. The current version is published at lotusarena.life/privacy. Use of the Platform after changes are published constitutes acceptance of the new version.