

LOTUS ARENA

SERVICE USER AGREEMENT (Public Offer Agreement)

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

1. PREAMBLE

1.1. This document (hereinafter referred to as the Agreement, Offer or Contract), together and inseparably with its integral parts and appendices, constitutes a public offer by Phuket Music Industry Co., Ltd. (the copyright holder of the Service), registered under the laws of the Kingdom of Thailand and operating in its territory, regarding the use of the Service and Services, addressed to an indefinite number of individuals and legal entities (hereinafter referred to as the User and/or Buyer).

1.2. The service is duly registered and operates in accordance with the laws of the Kingdom of Thailand.

1.3. According to the Electronic Transactions Act of Thailand, an offer or acceptance made by means of a communication is fully valid.

1.4. Clicking the "I accept" button or other similar electronic instruction is considered an electronic signature and has the force of a handwritten signature under Thai law.

1.5. By registering as a Buyer, a Site Visitor accepts this Offer and enters into a binding electronic Agreement with the Company.

1.6. The integral parts of this Agreement are the "Ticket Refund Policy" ([\[lotusarena.life\]/refund](#)) and "Personal Data Processing Policy" ([\[lotusarena.life\]/privacy](#)).

1.7. Unconditional acceptance of the terms of the Agreement is achieved by registering with the Service, which signifies full and unconditional agreement with all its terms.

1.8. If the User does not agree with the terms of the Offer, the Administration requests that the User stop using the Service.

2. TERMS

2.1. To interpret the terms of the Agreement, the Parties use terms in the following meanings:

2.1.1. The Company (Service Administration) is Phuket Music Industry Co., Ltd., the copyright holder of the Service, providing Services to Users under the terms of the Agreement.

2.1.2. The Service is a hardware and software system (website, applications, databases) and a platform for posting information about Events, owned by the Company and designed to provide information technology services. The Service does not organize third-party Events and is not responsible for their conduct, unless otherwise expressly stated in the terms of a specific Event.

2.1.3. Website — the Service's website through which Users can access its functionality and register.

2.1.4. Service Services — information technology services provided by the Administration through the Website: access to tools for viewing information about Events; access to tools for ordering, issuing Tickets, and making payments.

2.1.5. User – an individual or legal entity with sufficient legal capacity to register with the Service.

2.1.6. Organizer — a User using the Service to post information about their own and/or third-party Events and sell Tickets. Information about the Organizer is provided on the Event Page and/or in the Ticket.

2.1.7. Buyer – a User who uses the Service to purchase Tickets.

2.1.8. Registration Application — an electronic form on the Website containing the data required for issuing a Ticket and identifying the Buyer.

2.1.9. Confirmation code is a simple electronic signature in the form of a digital code and/or a unique hyperlink sent to the Buyer to complete registration.

2.1.10. The Buyer Account is a secure section of the Site created upon registration.

2.1.11. Event — an event, informational and advertising content about which is posted by the Organizers on the Website, the right to attend which is granted to Buyers through the sale of Tickets.

2.1.12. Ticket/Electronic Ticket — an electronic document entitling the holder to attend the Event and confirming the conclusion of an agreement between the Organizer and the Buyer; contains a unique identifier (QR code).

2.1.13. Event Page — a web page on the Website with informational and advertising content about the Event.

2.1.14. A technical payment provider is an organization engaged by the Company to technically organize the acceptance and processing of payments and settlements on the Service. A technical payment provider does not independently accept, store, or transfer funds, but rather engages licensed payment service providers to execute payment transactions.

2.1.15. Payment service providers are licensed financial institutions engaged by the Technical Payment Provider to actually accept, store, convert, and transfer funds under their own licenses.

3. SUBJECT OF THE CONTRACT

3.1. The Company grants Users a limited right to use the Service and the software included therein for the following purposes: obtaining information about Events and conditions of participation; ordering, issuing, and purchasing electronic Tickets.

3.2. With respect to the sale of Tickets from third-party Organizers, the Company does not act as a seller or agent for such Organizer. With respect to payment acceptance, the Technical Payment Provider engaged by the Company, with the participation of Payment Service Providers, will handle payment acceptance and settlement (Section 5).

3.3. The Service is not the organizer, seller, or executor of third-party Events, unless otherwise expressly stated by the Administration, and is not responsible for their implementation or compliance with the expectations of Buyers.

3.4. Rights to the Service, software, databases, and trademarks remain the property of the Company. The User receives a non-exclusive right to use the Service.

3.5. The Company has the right to engage third parties, specialists, and partners, including the Technical Payment Provider and Payment Service Providers, to ensure the operation of the Service.

4. REGISTRATION IN THE SERVICE

4.1. To use all the features of the Service, mandatory registration is required by completing and submitting an Application.

4.2. The user undertakes to provide complete and accurate information. Registering more than one account is prohibited.

4.3. By registering, the User confirms that he/she has the legal capacity and legal capacity to accept the Agreement.

4.4. After the Application is processed, the User receives a Confirmation Code. Entering the correct Code constitutes the conclusion of the Agreement and the completion of registration.

4.5. After registration, the User gains access to the Account and is responsible for the security of the credentials and actions in the Account.

4.6. The Administration reserves the right to suspend, refuse registration, or block an Account in the event of a violation of the Agreement or the law.

4.7. In case of unauthorized access to the Account, the User is obliged to immediately notify the Administration.

5. PROCEDURE FOR PROVIDING SERVICES

5.1. The Company provides access to the Service after registration and confirmation of account data and ensures the functioning of the platform to the extent stipulated by the Agreement.

5.2. By placing an order, the Buyer agrees: that the Company is not the organizer of third-party Events; that the purchase of Tickets constitutes the acquisition of rights to attend the Events of the Organizers; that the terms of sale and prices are set by the Organizers; that prices include VAT in accordance with Thai law; that the Ticket will be sent to the specified e-mail after payment confirmation; that a Ticket issued due to a technical error may be cancelled with notice to the Buyer.

5.3. For users under 20 years of age, online purchases must be made under the supervision of a parent or legal guardian.

5.4. The Buyer has the right to use the Service to obtain information about Events; order, issue, pay for, and receive Tickets; and request a replacement/return in accordance with the Return Policy.

5.5. The Service accepts Ticket orders, issues and delivers Tickets, and stores and transmits transaction information to the Organizer's Personal Account.

5.6. The technical organization of payment acceptance is provided by the Technical Payment Provider engaged by the Company; the actual acceptance and transfer of funds is carried out by the Payment Service Providers engaged by the Technical Payment Provider, who are obligated to comply with the requirements of applicable law.

5.7. The administration takes necessary measures to protect personal data in accordance with the Personal Data Protection Act (PDPA) of Thailand.

5.8. The Administration provides technical support and data protection for the Service. The Company hereby notifies, and the User agrees, that: the Administration does not guarantee the uninterrupted operation of the Service; technical errors and communication failures are possible; the Administration is not responsible for the accuracy of information posted by the Organizer.

5.9. The service is considered rendered at the moment the completed electronic Ticket is sent to the specified e-mail.

5.10. The User undertakes to: provide accurate information; comply with laws and the Service rules; monitor notifications from the Organizers; resolve any disputes regarding the Event directly with the Organizer; comply with the rules of the Payment Service Providers when making payments; and monitor changes to the Agreement.

5.11. Users are prohibited from: violating laws and the rights of third parties; posting illegal content; using the Service for commercial purposes without a separate agreement; posting malware or automated data collection; and sharing account information with third parties.

5.12. The Administration reserves the right to: suspend Services for technical reasons without compensation; change the functions of the Service without special notice; suspend the license and/or terminate the Agreement in the event of a breach of obligations.

6. TICKET REFUNDS, CANCELLATIONS AND EXCHANGES

6.1. The terms and conditions for refunds, exchanges, and cancellations are determined by the Ticket Return Policy, an integral part of the Agreement, published on the Website.

6.2. The Company is not a seller of Tickets from third-party Organizers and is not responsible for refunds of their cost, except in cases of technical failure of the Service, Technical Payment Provider, or Payment Service Provider.

6.3. If the refund is due to a technical error of the Service, the Technical Payment Provider, or the Payment Service Provider, the party at fault, with the consent of the Purchaser, will reissue the Ticket or compensate for the costs at its own expense.

6.4. The Buyer agrees to primarily contact the Organizer, who is responsible for fulfilling the obligations, for any return requests. The Service only provides the technical capability to process returns.

7. TERM AND MODIFICATION OF TERMS

7.1. The Agreement shall enter into force upon registration (acceptance of the Offer) and shall be valid indefinitely unless either Party declares termination.

7.2. The Company reserves the right to unilaterally amend the terms of the Agreement and its appendices. Amendments will take effect the day after publication. Continued use of the Service constitutes acceptance of the amended terms.

7.3. Termination of the Agreement does not release the Parties from fulfilling their obligations, including the protection of personal data.

8. LIABILITY OF THE PARTIES

8.1. For improper performance of the Agreement, the Parties shall be liable in accordance with the Agreement and the laws of the Kingdom of Thailand.

8.2. The Company shall not be liable for: the actions/inactions of the User; indirect losses and lost profits; damages due to loss of account information; failures of Internet providers, payment systems, and other intermediaries beyond the control of the Administration.

8.3. The Service is not responsible for the loss or corruption of data due to the fault of the Organizer.

8.4. The Service is provided "as is" without any guarantee of suitability for the User's specific purposes.

8.5. If the service for which the Ticket was purchased is not received due to the fault of the Organizer, the Buyer will settle the claim against the Organizer independently.

9. PROCESSING OF PERSONAL DATA

9.1. The Buyer voluntarily consents to the Administration collecting, processing, transferring, and storing their personal data (name, surname, e-mail, telephone number, IP address) for the provision of Services and compliance with legal requirements.

9.2. The Buyer grants the right to transfer his data to the Event Organizers for the purposes of identification, access and communication in relation to the provision of the service.

9.3. The Buyer grants the right to transfer his data to the Technical Payment Provider and the Payment Service Providers engaged by him for the purpose of processing payments.

9.4. Processing is carried out in accordance with the PDPA and the Personal Data Processing Policy published on the Website.

9.5. The Parties shall take reasonable measures to prevent unauthorized access and shall promptly notify each other of any security breaches.

10. OTHER CONDITIONS

10.1. The parties acknowledge the legal force of electronic actions and correspondence in accordance with the Electronic Transactions Act.

10.2. The use of the Confirmation Code is recognized as a simple electronic signature, equivalent to a handwritten one.

10.3. The Agreement shall be governed by the laws of the Kingdom of Thailand; any unresolved issues shall be governed by the substantive law of Thailand.

10.4. Disputes not settled by negotiations shall be considered in the competent courts of the Kingdom of Thailand.

10.5. The invalidity of a separate provision shall not entail the invalidity of the Agreement as a whole.

10.6. Neither Party shall have the right to transfer rights and obligations to third parties without the written consent of the other Party.

11. DETAILS AND CONTACTS

Company:

Phuket Music Industry Co., Ltd.

Registration number: 0835566038011

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