

Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....





## TERMS AND CONDITIONS OF ELITE EASY ACCESS MEMBERSHIP (the "Elite Easy Access Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Elite Easy Access Membership Agreement set out below. By applying for or purchasing the Membership or acquiring the Privileges, the Member represents that he/she has all qualifications as required in Clause 6 (Qualifications of the Applicant/the Member). The Member agrees that the Company may from time to time amend or supplement the Elite Easy Access Membership Agreement.

This Elite Easy Access Membership Agreement is incorporated into and forms part of the Application for the Elite Easy Access Membership.

### 1. Definition in this Elite Easy Access Membership Agreement:

- a) "Application" means the Application Form for Elite Easy Access Membership;
- b) "Card" means the Elite Easy Access Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Easy Access Membership Agreement;
- c) "Card Reissuing Fee" means the fee to be paid by the Member to the Company when the Member requests for the issuance of the new card due to loss or damage to the Card, which is to be discussed more particularly in detail under Clause 5.2;
- d) "Company" means Thailand Privilege Card Company Limited;
- e) "E-Privilege" means the e-Privilege and card holder manual which prescribe the terms and conditions of the Privileges and other details which are relevant to the Membership which shall be provided to the Member by the Company once the Company has received the Membership Fee.
- f) "Exchange Rate" means the exchange rate for conversion of foreign currency to Thai Baht announced by the Bank of Thailand, which will be notified by the Company or the Sales Agent (as the case maybe) to the applicant/the Member upon a request by the applicant / the Member;
- g) "Member" means the applicant under the Application whose Membership has been approved by the Company;
- h) "Member Contact Centre" means a contact centre of the Company or the Service Provider with which the Member may make contact via a telephone or other communication channels as stipulated in the e-Privilege, or as the Member shall be advised from time to time;
- i) "Membership" means the Elite Easy Access Membership;
- j) "Membership Fee" means the membership fee that the applicant shall remit to the Company for enrollment of the Membership, which is to be discussed more particularly in detail under Clause 5.1;
- k) "Penalty Charge" means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Easy Access Membership Agreement and the e-Privilege, which is to be discussed more particularly in detail under Clause 5.3;
- l) "Prevailing Rate" means the latest rate of the Membership Fee announced by the Company in writing;
- m) "Privileges" means exclusive privileges as set out in the e-Privilege which may be, from time to time, updated or amended by the Company;
- n) "Sales Agent" means an authorized representative of the Company;
- o) "Service Provider" means any person or any juristic entity, which may be developed from time to time, collaborating with the Company in providing the Privileges in relation to the Membership as set out in the e-Privilege, or as the Member shall be advised from time to time;
- p) "Elite Ultimate Privilege Membership Agreement" means the Elite Ultimate Membership Agreement which the Member shall enter into with the Company upon the Members' application for upgrade of the Membership to the class of the Elite Ultimate Privilege Membership;
- q) "Upgrade Fee" means the upgrade fee to be paid by the Member to the Company upon the Member's application for the Membership upgrade to the class of the Elite Ultimate Privilege Membership, which is to be discussed more particularly in detail in Clause 5.4; and
- r) "Legal Representative" means a person who has the legal authority to give consent for the applicant who is under twenty (20) years old.

### 2. Terms of Membership

#### 2.1 Conditions Precedent

The Company's approval, as well as receipt of the Membership Fee, shall be conditions precedent for this Elite Easy Access Membership Agreement.

#### 2.2 Personal Information

The Member agrees that the Company may check or reveal any personal information or any information provided in the Application or provided otherwise to the Company. This consent shall survive the termination or expiration of this Elite Easy Access Membership Agreement.

#### 2.3 Validity of the Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the term of the Membership shall be valid for five (5) years, provided that the Member shall submit the Penalty Charge (if any) and other fees (if any) to the Company. The unpaid Penalty Charge and/or other fees will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the invoice, then the Company shall be entitled to suspend all Privileges for the Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the accrual rate of seven point five (7.5) percent per annum.

## 2.4 Termination

### (1) Automatic Termination

The Membership shall be automatically terminated once the Member dies or fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by the applicant/the Member to the Company regarding the qualifications under Clause 6 is untrue.

### (2) Termination due to inappropriate conducts

The Company may terminate the Membership by giving an advance written notice to the Member upon the occurrence of any of the following events:

- (a) The Member has conducted any act which is considered to be illegal or contrary to public order or good morals and has negative impact on the images or business operations of the Company;
- (b) The Member has fraudulently used his/her Privileges; or
- (c) The Member has not complied with terms and conditions of this Elite Easy Access Membership Agreement or the E-Privilege.

### (3) Termination due to government policies

In case there is any order, rule, regulation or law announced by any related government authority which has an impact on the business operation of the Company to the effect that the Company is unable to continue its business or perform its operation as usual, the company shall be entitled to terminate the Membership by giving an advance written notice to the Member.

### (4) Rights and duties after termination

It is understood as follows:

- (a) In case of the termination pursuant to Clause 2.4 (1) or (2) above, the Membership hereunder shall immediately become invalid whereupon the Member's right to the Privileges hereunder shall be ceased and the Membership Fee shall also be forfeited to the Company.
- (b) In case of the termination pursuant to Clause 2.4 (3) above, the Membership hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee (if any) to the Member, within thirty (30) days after the Card has been returned to the Company, less the following balances (if any) and costs:
  - (i) The Penalty Charge and/or outstanding fees; and
  - (ii) The costs of Privileges which have been used by the Member during the validity of Membership.

## 3. Service Access

3.1 The Card and the Member Identification Number are the keys to access the Privileges. The Member must activate the Card to access the complete Privileges by visiting <http://www.thailandelite.com> or contacting the Member Contact Centre. The card must only be used by the Member whose name is printed on the Card.

3.2 The Card or any proof of identity or any other evidence (as agreed by the Company and the Service Provider) must be shown to the Service Provider before obtaining the Privileges.

3.3 Signature as similarly appeared on the passport or on the Application shall be required from the Member for the use of any services.

## 4. Privilege Usage and Benefits

4.1 It is understood that at present the following Privileges are subject to a limited number of usages per each calendar year. The Company shall provide the Privileges to the Member throughout the term of Membership respectively as follows:

- (1) Privilege Entry Visa; 5-year multiple entry visa with extendable 1-year length of stay per each entry;
- (2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
- (3) Complimentary limousine transfer from airport to hotel / residence or from hotel / residence to airport on international flights under the Company's conditions - available twenty four (24) times per calendar year.
- (4) Government Concierges - Business Networking, Immigration Service, Facilitation in Driver's license;
- (5) Special Discounts at hotels, dining establishments, shopping malls and duty free shops; and
- (6) Member Contact Centre - English, Korean, Mandarin and Japanese

The Company reserves the rights to change the above limitation of usage from the above limitation of usage from time to time at its sole discretion.

4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the E-Privilege. The E-Privilege, as may be amended or supplemented, is considered an integral part of this Elite Easy Access Membership Agreement. In case any of the Privileges has been used by the Member up to the limited number as prescribed in Clause 4.1 or pursuant to this Clause 4.2 at any time in the future, the Member agrees to pay the Company an additional charge for additional usages of the relevant Privileges in accordance with the rate which shall be notified to the Member from time to time.

4.3 The change of the Privileges or the Service Provider will be notified from time to time to the Member.

4.4 Any of the Privileges may be cancelled if it is prohibited by the laws of Thailand.

4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the E-Privilege.

4.6 The Privileges are considered to be personal rights of the Member.

4.7 Liabilities & Limitations

(1) The Company shall not be liable to the Member or a third party for any products or services provided by Service Provider to the Member for any delay and/or defect in performance of the same by any reason whatsoever. Such limitation shall cover any loss or injury or any direct, indirect, incidental, consequential, punitive, or similar damages arising out of the use or the inability to use the Privileges. This limitation applies irrespective of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage. The Member hereby waives any and all claims against the Company arising out of the use or the inability to use the Privileges.

(2) All express or implied warranties, representations, statements, terms and conditions relating to the Privileges or this Elite Easy Access Membership Agreement, not contained in this Elite Easy Access Membership Agreement and/or the e-Privilege, are excluded from this Elite Easy Access Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Easy Access Membership Agreement whether in contract, tort (including without limitation to negligence) is limited to an amount equal to the Membership Fee paid by the Member to the Company under this Elite Easy Access Membership Agreement

(3) The Member agrees that the Company shall have the rights at all time to assign wholly or in part any or all of its rights, duties, and obligations to any of its affiliates or any other person, provided that the Member is notified in writing prior to any such assignment.

## 5. Fee(s) and Conditions

### 5.1 Membership Fee

THB 500,000 (five hundred thousand Baht only) inclusive of value added tax per Membership or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

### 5.2 Penalty Charge

Cancellation of reservation for certain services pursuant to the E-Privilege must be notified in advance by the Member to the Member Contact Centre in accordance with the terms and conditions as stated in the E-Privilege, otherwise the Member shall be responsible to pay the Penalty Charge to the Company at the applicable rate so stated in the E-Privilege.

### 5.3 Upgrade, Fee, and Validity

During its 5-year validity period, this Membership may be upgraded to the class of the Elite Ultimate Privilege Membership. The Member who wishes to apply for the Elite Ultimate Privilege Membership shall submit the application form to the Company for consideration and approval. The Upgrade Fee payable by the Member to the Company upon application shall be THB 1,500,000 (one million and five hundred thousand Baht only) exclusive of value added tax (calculated at the rate applicable at the time of application), or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member. The Company's approval, and receipt of the Upgrade Fee, shall be conditions precedent for the Elite Ultimate Privilege Membership Agreement. Once the Elite Ultimate Privilege is approved by the Company, the Membership shall be converted and subject to all terms and conditions set forth in the Elite Ultimate Privilege Membership Agreement and shall be valid for the difference between the 20-year validity period of the Elite Ultimate Privilege Membership (as approved by the Company for any applicant in a regular circumstance) and the used up period of this Membership. All fees, charges, and payments in this Elite Easy Access Membership Agreement and the E-Privilege are non-refundable. The Company reserves the rights to change the said fees, charges, and method of payments without prior notice.

## 6. Qualifications of the Applicant/the Member

The applicant/the Member must have and maintain to have following qualifications:

- 6.1 Not having been sentenced by a judgment to imprisonment in any countries except for an offence committed to negligence;
- 6.2 Not having been adjudicated bankrupt;
- 6.3 Not having been declared as a person of unsound mind, incompetence, or quasi-incompetence;
- 6.4 Being allowed to stay in Thailand in accordance with the immigration laws or any other related laws of Thailand;
- 6.5 Holding a foreign passport; and
- 6.6 All ages qualified.

## 7. Interpretation

In the event that interpretation of the terms and/or conditions of this Elite Easy Access Membership Agreement or any part of this Elite Easy Access Membership Agreement or document that is deemed a part of this Elite Easy Access Membership Agreement or any of the terms and conditions stipulated in the E-Privilege is needed, the Member hereby agrees that the Company's interpretation shall be conclusive. If there is any inconsistency between the terms and/or conditions of this Elite Easy Access Membership Agreement and the terms and/or conditions of the E-Privilege, the terms and conditions of this Elite Easy Access Membership Agreement shall prevail.

## 8. Governing Law

This Elite Easy Access Membership Agreement shall be governed by and construed in accordance with the laws of Thailand.

## 9. Notice

9.1 Any notice or other communication in connection with this Elite Easy Access Membership Agreement shall be made in writing in English language (a "Notice") and shall be sufficiently given or served if delivered or sent:

- (1) In the case of the Member to the mailing as stated in the Application or in any other address as shall be notified by the Member to Company from time to time.
- (2) In the case of the Company to below address, or any other addresses (including that of the Service Provider) as stated in the E-Privilege or as shall be notified by the Company to the Member from time to time.,

**Thailand Privilege Card Company Limited**

110/2 North Sathorn Road, Silom, Bangrak, Bangkok 10500 Thailand

Telephone: +66(0) 2352 3000 Facsimile +66(0) 2352 3001

Email: [memberservice@thailandelite.com](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://www.thailandelite.com)

Attention: Member Contact Centre

9.2 Any Notice may be delivery by hand or sent by fax or prepaid post (in the case of service in Thailand and airmail in the case of international service). Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received on the next working day in the place to which it is sent, if sent by fax, or 60 hours from the time of posting, if sent by post, or at the time of delivery, if delivered by hand.

## 10. Miscellaneous

The Member agrees and acknowledges that at any time based on the Company's discretion, the Company may waive its right to demand any compliance with the terms and conditions of this Elite Easy Access Membership Agreement or the E-Privilege from the Member. Such waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Easy Access Membership Agreement or the E-Privilege at any time in the future.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

Yes     No

2) Are you currently holding any valid Thai Visa?

Yes     No

2.1) If the answer is Yes. What type of Thai visa are you currently holding?

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2.2) When is the expiry date?

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3) How many times have you overstayed in Thailand in the past three years?

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4) What is your main reason to become Thailand Elite member?

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5) What is your expectation as a Thailand Elite member?

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Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

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