> 需泰国律师审阅后正式启用 / Admin-only: requires review by a Thai lawyer before official activation

> 需持牌会计师/律师核实 / Tax items (Sections 7, 11) require verification by a licensed accountant / lawyer. Figures in [brackets] are configurable placeholders, not final terms.

Referral Programme Terms

Version 1.1.0 — Effective 1 December 2026
Operator: [บริษัท สยามวอยซ์ เอไอ จำกัด / Siam Voice AI Co., Ltd.], registered address [ที่อยู่สำนักงานใหญ่ / Head office address], Bangkok; Tax ID [เลขประจำตัวผู้เสียภาษี 13 หลัก] (brand: Nexora AI Call), referred to as "we" or the "Platform".

1. Scope

1.1 These terms govern the Nexora AI Call referral programme, under which an existing customer (the "Referrer") earns a commission when a new customer (the "Referee") joins through the Referrer's code or link and tops up.

1.2 They supplement the Terms of Service and the Refund and Billing Policy. Resellers and agents are governed by the Reseller / Agent Agreement and its revenue share, not by these terms.

2. Eligibility

2.1 The Referrer must hold an account in good standing, have completed verification of a phone number (and KYC where we require it), be at least 18 years old (or a juristic person acting through an authorised representative), and not be suspended.

2.2 The Referee must be a **new** customer: no earlier account, verified phone number, device or business registered to the same person or group, and must sign up through the code or link before the first top-up.

2.3 We may refuse or end any participant at our reasonable discretion, for example where participation would breach law or carrier requirements.

3. Commission

3.1 The Referrer earns **[X]% (configurable placeholder, not a promise of any rate until published on the programme page)** of the Referee's **paid top-ups** for **12 months** from the Referee's first paid top-up.

3.2 The commission base is the cash actually paid by the Referee for a top-up, **excluding VAT**, after refunds. **Free credit, promotional or bonus credit, coupon value, and credit funded by withholding tax are not commissionable.** Usage, subscriptions paid from the wallet, and postpaid invoices do not generate commission unless the programme page says so.

3.3 Commission becomes **payable** only after the Referee's refund window has passed ([30] days after the top-up, default) and no refund, chargeback or dispute is open.

3.4 Different rates or caps (per Referee, per month) may apply as published on the programme page [maximum commission per month].

4. Nature of commission; not wallet cash-out

4.1 Commission is a marketing reward. It is **not** a deposit, e-money, interest or wallet balance, and **does not make Wallet Credit withdrawable**. Wallet Credit remains non-withdrawable and non-transferable under the Refund and Billing Policy.

4.2 Commission cannot be created by moving money between accounts, and Wallet Credit cannot be converted to commission or vice versa.

5. How commission is paid

5.1 At our option, as shown in your referral dashboard, commission is paid either (a) as **service credit** added to the Referrer's wallet, which follows all wallet rules (non-withdrawable, expires per the Refund and Billing Policy); or (b) as a **cash payout** by bank transfer to an account in the Referrer's own name, **subject to our approval**, tax documents and withholding tax under Section 7. [Payout option availability — placeholder.]

5.2 **Minimum payout**: [฿1,000] cleared commission. Smaller amounts carry forward. Payout runs [monthly]; approval may take [10] business days and larger payouts need a second internal approver.

5.3 We may set off amounts the Referrer owes us (clawbacks, unpaid invoices) against commission.

6. Clawback

6.1 If a top-up that earned commission is **refunded or charged back**, or its credit is reversed, the related commission is **clawed back**: deducted from unpaid commission, then from future commission or wallet service credit, and, for commission already paid in cash, recovered from the Referrer.

6.2 Commission earned on activity later found to be abusive is clawed back in full.

7. Tax responsibility of the Referrer

7.1 The Referrer is **solely responsible** for their own taxes on commission (including income tax and, if VAT-registered, VAT).

7.2 For cash payouts we may require a Thai tax ID, a copy of ID or company documents, and bank details in the Referrer's name. We **withhold tax as required by law** (rate depending on the Referrer's status [to be

verified]) and issue a withholding-tax certificate (50 Bis). A juristic or VAT-registered Referrer must issue a valid tax invoice or receipt to us for each payout. We may hold payout until documents are received.

7.3 Commission paid as service credit is a reward for services to us and may also be reported as required by law. [Tax treatment of service-credit commission — to be verified by a licensed accountant.]

8. Prohibited conduct and fraud disqualification

8.1 You must not: refer yourself, relatives or associates to obtain commission; create fake, duplicate or dummy accounts; use bots, disposable emails, shared devices or purchased numbers; top up and obtain refunds in a cycle; spam, mislead or misrepresent Nexora AI Call (including claims about guaranteed income); or use the programme in breach of the Acceptable Use Policy or marketing-consent rules (Referees must not be contacted without lawful consent).

8.2 If we detect or reasonably suspect a breach, we may withhold or cancel commission, claw back paid commission, disqualify the Referrer and linked accounts, suspend accounts, and report to authorities. Fraud scoring and device and IP signals are used for this purpose.

9. Programme changes and termination

9.1 We may change the commission rate, duration, eligibility or payout rules, or suspend or end the programme, with notice of at least [30] days on the programme page or by in-app notice or email. Commission already earned on top-ups made before the effective date is honoured, subject to Sections 6 and 8.

9.2 You may leave the programme at any time; earned and payable commission is paid under Section 5.

10. Referee personal data (PDPA)

10.1 We process the Referee's data (account, sign-up source, top-up amounts) to operate the programme, calculate commission and prevent fraud. We show the Referrer only limited information, such as a masked identifier, the date and the commission amount, not the Referee's contact details or usage content.

10.2 The Referrer must not collect Referee data through the programme or send them marketing without the Referee's consent. Details are in the Privacy Policy and PDPA Notice.

11. Taxes and fees on top-ups

Nothing in these terms changes the Referee's VAT, withholding or invoicing position under the Refund and Billing Policy.

12. Liability

We do not guarantee any level of referral income. To the extent the law allows, our liability under the programme is limited to the commission properly earned and payable.

13. Governing law and disputes

13.1 These terms are governed by the laws of the Kingdom of Thailand.

13.2 Consumers: Thai courts in Bangkok, without prejudice to statutory rights to sue where the consumer is domiciled. Business participants: arbitration under the Thai Arbitration Institute (TAI), seat Bangkok, in Thai or English, one arbitrator; urgent relief from the Bangkok courts.

14. Language and precedence

These terms are published in Chinese, Thai and English. In case of conflict the Thai version governs (如有歧义以泰文版为准).

15. Contact

Support [support@example.co.th]; legal [legal@example.co.th]; privacy [dpo@example.co.th]; telephone [เบอร์โทรศัพท์]; address [ที่อยู่สำนักงานใหญ่ / Head office address], Bangkok.

16. Version

These terms are version 1.1.0. We keep every version together with acceptance records (document key, version, hash, IP, UA, time).
