

Terms of Service

Effective 1 July 2026

These Terms of Service ("Terms") form an agreement between you ("User" or "you") and Primerlo, operated by 1109 Prosper Company Limited ("we", "us", "the Company", or "the Provider") governing your access to and use of our website, platform, and digital asset dealer services. By accessing or using the service you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, please stop using the service immediately.

1. Acceptance and Changes to the Terms

Your use of the service is subject to these Terms and any other policies we publish from time to time. We may amend these Terms at any time and will notify or publish the updated version through our channels. Continued use of the service after changes take effect constitutes your acceptance of the amended Terms.

2. Nature of the Service

- Primerlo is operated by 1109 Prosper Company Limited as a Thai SEC-licensed digital asset dealer, quoting buy and sell prices from its own inventory. We are not an exchange and do not match orders between users.
- We do not act as a custodian of the digital assets in your personal wallet. You retain sole control of, and responsibility for, your wallet, private keys, and credentials.
- All information, content, rates, and services are provided for general purposes only and do not constitute financial, investment, legal, or tax advice.

3. Eligibility

You represent that you are at least 20 years old, have the legal capacity to enter into contracts, provide accurate and truthful information, and are not a person restricted or prohibited under applicable law. You agree to use the service for your own benefit and not on behalf of another person without authorization.

4. Identity Verification (KYC) and Third-Party Providers

Before using the service, you must complete identity verification, Know-Your-Customer (KYC), and Anti-Money-Laundering (AML) checks as required by law and as we consider appropriate.

This verification is carried out through third-party service providers, who collect, verify, and process your personal data and identification documents — such as your name, national ID number, document and facial images, and related information — for the purposes of identity verification, legal compliance, and fraud prevention.

By using the service, you acknowledge and consent to the collection, use, processing, and disclosure of your data by us and by such third-party providers in accordance with these Terms and our Privacy Policy.

5. Use of Third-Party System and Data Processors

- We may engage third-party providers to operate and support our systems, platform, technical infrastructure, transaction processing, and data handling. Such providers may access and process your data to the extent necessary to deliver the service.
- Your data may be stored, transferred, or processed within and outside the Kingdom of Thailand, subject to appropriate and legally required data-protection measures.
- Further details on how we collect, use, and disclose personal data are set out in our Privacy Policy, which forms part of these Terms.

6. Transactions, Rates, and Finality

- Displayed rates are quoted at the time of the transaction and may change at any time according to market conditions. Rates and fees are confirmed when your transaction is completed.
- Blockchain transactions are irreversible once executed. We cannot recover assets sent to an incorrect wallet address resulting from your error.
- We may refuse, suspend, review, or cancel any transaction suspected of involving unlawful activity, fraud, or a breach of these Terms, or to comply with the law or an order from a competent authority.

7. User Responsibilities and Representations

You are responsible for providing complete, accurate, and truthful information and documents so that the Company and its third-party providers can properly verify and confirm your identity. You represent that all information you provide is true, and that you will keep it up to date. Providing false, incomplete, or misleading information is a material breach of these Terms, and you shall be liable for any resulting damage.

- Provide accurate, complete, and current information, and update it when it changes.
- Verify the wallet address, amount, and all details before confirming any transaction.
- Maintain the security of your wallet, private keys, passwords, and account, which are your sole responsibility.
- Use the service lawfully, and be responsible for any taxes or charges relating to your own transactions.

8. Digital Asset Risks

Digital assets carry high risk and significant price volatility; you may lose part or all of their value. You should conduct your own research and assess the risks before deciding. This is not investment advice.

- Price volatility and market liquidity
- Technology, blockchain network, and smart-contract risk
- Legal and regulatory risk that may change
- Risk of losing your private keys or access to your wallet

9. Disclaimer of Warranties

The service is provided "as is" and "as available." To the extent permitted by law, we make no warranties of any kind, express or implied, and do not warrant that the service will be error-free, uninterrupted, secure, or available at all times.

10. Limitation of Liability

- To the extent permitted by law, the Company, its directors, employees, agents, and third-party providers shall not be liable for any indirect, consequential, or special damages, or loss of profit, arising from or relating to the use of the service.
- We shall not be liable for loss or damage arising from: market price volatility; your error in specifying a wallet address or information; delay or failure of the blockchain network; the acts or failures of third-party providers; force majeure; or changes in law or regulation.
- To the extent permitted by law, our maximum aggregate liability in relation to any transaction shall not exceed the amount of fees you paid to us for that transaction.
- Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law, such as liability arising from willful misconduct or gross negligence.

11. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless the Company, its directors, employees, and agents from any liability, damage, and reasonable costs (including legal fees) arising from your breach of these Terms, violation of law, or infringement of the rights of any third party.

12. Prohibited Conduct

- Money laundering, terrorist financing, or unlawful transactions
- Fraud, deception, or providing false information
- Circumventing KYC/AML processes or using the service on another's behalf without authorization
- Using the service for any purpose contrary to law or these Terms

13. Suspension and Termination

We reserve the right to suspend, restrict, or terminate the service to you at any time if you breach these Terms or the law, or to comply with an order from a competent authority, without this constituting a breach by us.

In particular, if the Company finds that the information or documents you provided are false, inaccurate, or incomplete, or determines that you have violated any law, regulation, or these Terms, the Company may immediately freeze, restrict, or ban (suspend or close) your account without prior notice.

In such cases, the Company may hold or delay pending transactions and take actions required by law, including reporting to competent authorities. To the extent permitted by law, the Company shall not be liable for any loss or damage arising from such freezing, restriction, or termination.

14. Intellectual Property

All trademarks, logos, content, software, and elements on the platform are the property of the Company or its licensors. They may not be copied, modified, or used without prior written permission.

15. Force Majeure

We shall not be liable for any delay or failure to provide the service due to causes beyond our reasonable control, such as natural disasters, system or network failures, changes in law, or the acts of third parties.

16. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Kingdom of Thailand. Any dispute arising out of or relating to these Terms shall be subject to the jurisdiction of the Thai courts.

17. Miscellaneous

- If any provision is void or unenforceable, the remaining provisions shall remain in full effect.
- These Terms are made in Thai and English. In case of any conflict, the Thai version shall prevail.

18. Contact

If you have any questions about these Terms, please contact us through the Primerlo web app at app.primerlo.com or by email at support@1109x.com.

Note: This document is a general-purpose draft and should be reviewed by a licensed legal advisor in Thailand to ensure compliance with digital asset regulations and the Personal Data Protection Act (PDPA).