



한국소비자원
Korea Consumer Agency

Memorandum of Understanding
Between
Office of the Consumer Protection Board,
The Kingdom of Thailand
And
Korea Consumer Agency, The Republic of Korea
On
Cross-border Consumer Complaints Handling
and Information Exchange

This Memorandum of Understanding of Complaints Handling (“Memorandum of Understanding”) is made as of May 23, 2023 by and between and Office of the Consumer Protection Board (“OCPB”) and Korea Consumer Agency (“KCA”). OCPB and KCA are hereinafter referred to collectively as the “Parties” and each individually as a “Party”

RECITALS

WHEREAS, OCPB is a government agency under the Prime Minister’s Office acting as the central agency for consumer protection in Thailand according to the Consumer Protection Act of 1979 and its Amendments, and the Direct Selling and Direct Marketing Act of 2002 and its Amendments, which has the responsibilities as follows:

- (1) To receive complaints from the consumers who are suffered or injured resulting from the businesses;
- (2) To protect the consumers for security, fairness, and not being exploited by the businesses;
- (3) To litigate for complaining of damages as the consumers;
- (4) To share the knowledge to consumers to be careful about the consideration of goods and services purchasing

WHEREAS, KCA is a quasi-governmental agency established in 1987 for the purpose of effectively carrying out a policy for promotion of consumers' rights and interests according to the Consumer Protection Act of 1980 and its amendments, which has been fully amended into the Framework Act on Consumers of 2006. According to the Framework Act on Consumers, KCA shall carry out the following activities:

- (1) To resolve consumer damages through counseling, redress and alternative dispute resolution (ADR);
- (2) To ensure consumer safety through conducting test and inspection, recommending recalls and issuing consumer warnings, etc.;
- (3) To improve transaction environment thorough investigating unfair and deceptive business practices, conducting research and making policy proposals

IT IS THEREFORE SET FORTH BY THIS MEMORANDUM OF UNDERSTANDING THAT:

Article 1. Purpose

The purpose of this Memorandum of Understanding is to promote cooperation between the Parties in jointly handling consumer complaints related to the cross-border transactions (as defined in article 3), and thus, enhance the rights and interests of consumers residing in the country of both Parties' jurisdiction. This includes exchanging information about the protection of consumers and cooperation in implementing consumer protection together.

Article 2. Term

The term of this Memorandum of Understanding shall be effective from May 23, 2023 to May 22, 2028 (the first date of the term is defined hereafter as the "Effective Date") for an initial term of five (5) years. Thereafter, it shall be automatically renewed for successive one (1) year renewal term unless either Party provides notice of non-renewal to the other Party at least ninety (90) days prior to the last date of the initial term or any subsequent term.

This Memorandum of Understanding shall be terminated on the date (the "Termination Date");

- Once ninety (90) days have passed since either Party provides

notice of non-renewal to the other Party.

- Once the Party agrees to terminate this Memorandum of Understanding as per due consultations between them.

As per this Memorandum of Understanding, the Complaints between the Kingdom of Thailand and the Republic of Korea shall be accepted from the Effective Date to the Termination Date. Provided, however that, if reasonably possible, the Complaints that are already submitted before the Termination Date and could not be resolved by the Termination Date may be accepted and dealt with after due consideration.

Article 3. Cooperation

The parties will intend to cooperate and exchange information on consumer protection and consider the possibility of joint action as follows:

- The parties intend to exchange information on laws relating to consumer protection and the safety of goods and services. Including warnings about shops or online sellers being dishonest in each country, cooperation to ensure consumer safety by preventing distribution of unsafe products, etc.
- The parties shall carry out joint programs and activities aimed at educating and raising consumers' awareness of their rights and of the safety of products and services, and endeavor to cooperate technically to recover consumer damage arising from electronic commerce as well as cross-border transactions.

Article 4. Cross-border Consumer Complaints Handling

Regarding the cross-border issue, the Parties agree to handle the matters of consumer complaints arising from cross-border transactions taking place within the Kingdom of Thailand and/or the Republic of Korea by way of conciliation, i.e. assisting the consumer and the business involved to reach a mutually acceptable settlement of their disputes.

Each Party will receive and handle consumer inquiries, claims, disputes, or other complaints when they meet the following conditions:

- Business to consumer (B2C) transactions;
- Cross-border transactions between the Kingdom of Thailand and the Republic of Korea including overseas travels, e-commerce, tourism, etc.;
- Face-to-face transactions or transactions via electronic systems.

Article 5. Cooperation Process in Handling Cross-border Consumer Complaints

The Parties agree to cooperate to handle consumer complaints involving cross-border transactions in the following ways:

1) The Parties will each designate staff, one or two if necessary, who will be the main contact point to facilitate the communication between the Parties and, in case the main contact point is changed, a Party shall notify the other Party a new contact point;

2) Where necessary and upon mutual consensus, the Parties may hold working-level meetings and maintain regular communications in a way of exchanging feedback on the results of handling cases in order to improve the efficiency or effectiveness in resolving consumer complaints and/or dealing with any other related issues;

3) The language to be used by the Parties in all communications relating to this Memorandum and the matters contemplated hereunder shall be English;

4) If a Party (hereinafter referred to as "Party A") receives from a consumer in its territory a consumer complaint (hereinafter referred to as "case") arising from the complainant's transaction with a business located in the other Party's (hereinafter referred to as "Party B") territory and/or under the management of Party B, Party A may refer the case to Party B;

5) Party B will notify the business of the received case, and encourage the business to resolve the case, and offer support in dispute resolution by settlement recommendations;

6) Party B will notify Party A of possible solutions in consultation with the business, and Party A shall notify the possible solutions to the complainant;

7) The Parties agree to endeavor to effectively handle consumer complaints through keeping relevant documents, sharing information, etc.

Article 6. Costs and Expenses

Each Party shall bear its own costs and expenses related to the Alliance, and shall not make any claims on compensation and reimburse against the other Party.

Article 7. Handling Confidential Information

OCPB and KCA shall comply with applicable personal information protection law in their own country, and shall take into consideration that of the country where the other Party resides. Personal information of a consumer who makes Complaints, in addition, can be provided to an organization concerned or a related expert in order to resolve the Complaints, as long as the consumer gives permission to do so in advance.

In the event of any unauthorized access or disclosure of the information, the Parties are to take all reasonable steps to prevent a recurrence of the event and to notify any other affected Party of the occurrence promptly.

If it is necessary to submit the information about a business as a defendant or details about the case to a law enforcement agency, OCPB and KCA shall ask the other Party for permission to do so.

Nothing in this Memorandum of Understanding is intended to diminish or otherwise affect the authority of either Party to carry out its regulatory responsibilities and programs.

This Memorandum of Understanding is not binding and the

Parties do not intend to create by this Memorandum of Understanding any legal obligations under international law.

Article 8. Final Provisions

Disputes regarding the interpretation and implementation of the present Memorandum, if any, shall be settled by the means of consultations and negotiations. This Memorandum shall be signed in English language and each party keeps one copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding.

May 23, 2023



Office of the Consumer
Protection Board (OCPB)

The Kingdom of Thailand

Deputy Secretary General

Ularu Jiwcharoen



한국소비자원
Korea Consumer Agency

Korea Consumer Agency
(KCA)

The Republic of Korea

Vice President

Jung, Dong-young