

**Terms and Conditions of Telecommunications and Subscription Broadcasting Service
Between Service Provider and Subscriber**

Section 1 General

1.1 This Terms and Conditions of Telecommunications Service and Subscription Broadcasting Service shall be effective between Triple T Broadband Public Company Limited and/or Super Broadband Network Company Limited and/or MIMO Tech Co.,Ltd. as Service Provider and Subscriber.

1.2 Subscriber has read and understood all Terms and Conditions which specified the rights and obligations of Service Provider and Subscriber. Subscriber agrees to use the service with Service Provider by hand signing in Application Form for Telecommunications Service and Subscription Television Service or Application Form for Mobile Number Portability or any other Application Form and/or agrees by electronic, it shall be deemed that Subscriber has entered into the Agreement with Service Provider and agrees to comply with this Terms and Conditions in all respects.

1.3 Service Provider has the right to refuse to enter into the Agreement or to provide the service with any person or Subscriber according to the conditions specified in this Terms and Conditions.

Section 2 Definitions

2.1 “**Service Provider**” means Triple T Broadband Public Company Limited and/or Super Broadband Network Company Limited and/or MIMO Tech Co.,Ltd.

2.2 “**Subscriber**” means any natural person or juristic person who has entered into the Agreement for the use of Telecommunications Service and Subscription Broadcasting Service with Service Provider.

2.3 “**Telecommunications Service**” means the telecommunications service as follows:

2.3.1 “**Fixed Line Service**” means the fixed line service, Video Phone service, Voice/Video Conference service including Value Added Service on Fixed Line Service.

2.3.2 “**Fixed Broadband Service**” means the data communication system service through fixed broadband network including Value Added Service on Fixed Broadband Service.

2.4 “**Subscription Broadcasting Service**” means the type of broadcasting service which Subscriber desires to use the service according to the conditions stipulated by Service Provider and Service Provider does not desire for providing the service for general purpose. Subscriber shall be able to use free TV, pay TV, Video-on-demand, Application and other service via set top box and other equipment provided by Service Provider.

2.5 “**Value Added Service**” means any service such as voice service, image, animation, data, multimedia or integrated media which Service Provider or value added service partner

designs for providing the service to Subscriber other than the use of Fixed Line Service in order to normally originate or terminate call service and Broadband Internet Service.

2.6 “**International Direct Dialing (IDD) Service**” means the international telecommunication service from Thailand to terminate at foreign mobile number in foreign countries through network of Service Provider and/or any other Service Provider who has an IDD Agreement with Service Provider.

2.7 “**Service Office or Branch Office**” means the service office, branch office or customer relation service center of Service Provider.

2.8 “**Complaints Handling Center**” means the complaints handling center of Service Provider which Service Provider specifically established or the service center which employed by Service Provider to receive any complaints from Subscriber on behalf of Service Provider.

2.9 “**Service Charge**” means any fees, service charges or any other expenses which Service Provider collects from Subscriber due to the use or will use of the benefits from Telecommunications Service and Subscription Broadcasting Service including International Direct Dialing Service Charge and any Value Added Service Charge.

2.10 “**Data Privacy**” means the name, last name, address of Subscriber and includes information of Subscriber which is directly or indirectly able to or may identify the Subscriber regarding information for the use of service, mobile phone number and the usage behavior for Telecommunications Service and Subscription Broadcasting Service of Subscriber.

2.11 “**Service Cycle**” means the period designated by Service Provider for calculating Service Charge which is not more than 31 days for one cycle.

2.12 “**Agreement**” means the mutual agreement whether made in any forms between Service Provider and Subscriber regarding the provision of Telecommunications Service and Subscription Broadcasting Service shall be bound and effective forthwith between Service Provider and Subscriber according to the rights and obligations described in this Terms and Conditions of Telecommunications Service and Subscription Broadcasting Service which approved by the Commission upon the consent of Service Provider for the use of Telecommunications Service and Subscription Broadcasting Service.

2.13 “**Apply for or submit the Application Form**” means the applying for or submission of the Application Form by itself, by mail, by phone or facsimile including printing or selection the text and any acts for expressing the meaning by text under the methods prescribed by Service Provider through mobile handset or via internet or any electronic media currently specified by Service Provider and may create in the future in order to enter into the Telecommunications Service and Subscription Broadcasting Service Agreement with Service Provider.

2.14 “**Commission**” means the National Broadcasting and Telecommunications Commission (“NBTC”)

Section 3 Provision of Service

Service Provider provides the Telecommunications Service and Subscription Broadcasting Service for Subscriber who applies for or submits the Application Form and enters into the Agreement with Service Provider. Subscriber shall be entitled to use Telecommunications Service and Subscription Broadcasting Service including the phone number allocated by Service Provider in order to use for communication through Telecommunications Service and watch through Subscription Broadcasting Service including the use of Value Added Service and any types of service relating to Telecommunications Service and Subscription Broadcasting Service specified and currently provided by Service Provider and may create in the future.

Section 4 Entry into the Agreement and provision of service

4.1 Subscriber shall apply for or submit the Application Form for Telecommunications Service and Subscription Broadcasting Service with supporting documents specified by Service Provider in order to enter into the Agreement with Service Provider under each type of service specified by Service Provider.

When Subscriber agrees to use the service or upon request of Subscriber, Service Provider will submit the copy of Agreement in written form or CD ROM or other electronic media to Subscriber.

4.2 Subscriber will receive the benefits for the use of service under the conditions and details specified in the promotional campaign and the use of service announced and specified by Service Provider for any person who applies for or submits the Application Form for Telecommunications Service and Subscription Broadcasting Service in each period. Furthermore, Subscriber has the right to change the promotional campaign and the use of service under the promotional campaign provided by Service Provider at that moment. If Subscriber transfers the right to use the service or ports the number to the other person for whatever reason or Service Provider cancels the benefits of the promotional campaign, the use of such service shall be terminated forthwith.

4.3 Service Provider has the right to utilize Subscriber's Data Privacy for the provision of service upon the consent from Subscriber and for the advantage of telecommunications business operation according to the Notification of the Commission Re: Criteria for the Protection of the Telecommunications Subscriber Right regarding Data Privacy.

Furthermore, Subscriber has the right to request for browsing, copying or certifying true copy or adjusting, changing or suspending the use of service or disclosing its Data Privacy or revoking the consent to process its Data Privacy by submission of request in writing to Service Provider. If Service Provider does not perform upon the request of Subscriber, Subscriber shall submit written notification to Office of the Commission for Subscriber's right enforcement. Service Provider shall collect the fee which not exceeding

than the normal price for browsing, copying or certifying true copy of Subscriber's Data Privacy according to the Notification of the Commission.

4.4 Service Provider agrees to provide the Telecommunications Service and Subscription Broadcasting Service with the standard and quality not lower than the criteria designated by the Commission for such kind of service under the announcement or the notification to Subscriber.

4.5 In the event that there is the interruption of Telecommunications Service and Subscription Broadcasting Service due to the standard and quality of such service which prevents the Subscriber from using the service, Service Provider shall be obliged to immediately remedy in order to enable Subscriber to use the service and Service Provider shall not collect the Service Charge from Subscriber during such period unless Service Provider can prove that such interruption caused by the Subscriber. However, Subscriber shall be obliged to pay for the Service Charge to Service Provider during normal period.

4.6 Subscriber shall not assign or transfer the right of using the service under the Agreement to any person without the consent of Service Provider. In addition, Service Provider has the right to collect any fees or Service Charge according to the rate approved by the Commission.

In case that Service Provider agrees to consent of such assignment, Subscriber shall not raise the reason for such assignment as an excuse for refusing to make payment of any fees or Service Charge.

However, if Service Provider agrees to consent of such assignment by Subscriber, it shall be deemed that the right of using former Telecommunications Service and Subscription Broadcasting Service under promotional campaign and/or International Direct Dialing Service of Subscriber shall be immediately terminated. In this regard, the assignee shall apply for the service and submit the new Application Form with Service Provider.

Section 5 Terms and method for the use of International Direct Dialing Service

In the event that Subscriber applies for or submits the Application Form for International Direct Dialing Service, Subscriber shall comply with additional terms and conditions as follows:

5.1 When Subscriber has applied for or submitted the Application Form for International Direct Dialing Service with Service Provider, Subscriber can use international telecommunication service from Thailand to foreign countries under the method and procedure which announced and notified by Service Provider.

5.2 Subscriber shall pay Service Charge and/or fee occurred from the use of International Direct Dialing Service according to the collected amount to Service Provider.

5.3 Service Provider has the right to stipulate the credit limit amount of International Direct Dialing Service Charge which equivalent value in Thai Baht approximately not exceeding than 3,000 Baht per day, in this case Service Provider shall remind Subscriber in advance when Subscriber nearly uses full amount

of credit limit. Furthermore, the specification of remaining amount shall be under the approval of the Commission. In case that Subscriber uses the service over the credit limit amount, Service Provider has the right to promptly suspend the service without prior notice to Subscriber.

In case that Subscriber uses full amount of specified credit limit, if Subscriber expressly declares the intention that Subscriber desires to increase the credit limit amount and Service Provider agrees for specific time, it shall be in force for such specific time. Subscriber agrees to pay all incurred amount of Service Charges and/or fees.

Section 6 Service Charge and fees

6.1 Subscriber agrees to pay all Service Charges to Service Provider under Service Charge rate specified by Service Provider and under the method announced by Service Provider in the invoice, letter or information delivered to Subscriber.

Service Provider represents that it does not collect the fees or Service Charge other than specified under this Terms and Conditions.

6.2 Subscriber can request for recognition the Service Charge rate of International Direct Dialing Service at Service Office, Branch Office, website or telephone to Service Provider's customer relation service center.

Section 7 Limitation of the amount of Service Charge

Service Provider has the right to stipulate the credit limit amount, increase, reduce or cancel the amount of Service Charge which Subscriber shall have the right to use in the following case;

7.1 In case of the change owner of Subscriber.

7.2 Subscriber is during the time of Service Charge payment by installments.

7.3 During the verification of validity for documents which Subscriber uses for applying for the service.

7.4 In case of submission the Application Form for entering into new service agreement after Subscriber terminates or may be terminated the service.

7.5 Service Provider considers and reviews the risk of bad debt from information and payment behavior of Subscriber.

7.6 In case of the use of International Direct Dialing Service.

Section 8 Notification and Verification of the invoice

8.1 Subscriber shall pay Service Charge and/or fees within the period stated in the invoice.

If Subscriber fails to make payment of Service Charge, Subscriber shall pay the interest to Service Provider at the rate of 15% per annum from the defaulting date until the full amount shall be received by Service Provider. Subscriber will be able to use Telecommunications Service and Subscription Broadcasting Service upon the payment of Service Charge and interest shall be completed.

8.2 Service Provider shall send the invoice in each Service Cycle to Subscriber not less than 15 days in advance prior to the payment due date by the letter delivered to the billing address as specified in the Application Form or by other means as created by Service Provider and agreed by Subscriber. Furthermore, the invoice shall be shown the details of fee rate, Service Charge rate and the calculation of Service Charge according to the criteria designated by the Commission unless Subscriber shall notify that it does not require the details shown in the invoice.

8.3 For the verification of calculation for Service Charge and/or fees, Subscriber can notify its requirement in each time by the letter, by telephone or other communication devices or by other means to Service Office, Branch Office for the request of receiving the usage details statement which is shown the above details retroactively not more than 3 Service Cycles calculated from the current Service Cycle. Service Provider shall perform for such request within 3 days from the notification date without any expenses except the cost of delivery by mail, in case that Subscriber requests Service Provider to deliver the said invoice by mail and if Subscriber repeatedly requests for receiving such details in that Service Cycle, Subscriber shall pay the fees under the specified rate. However, such fees does not exceeding than the rate which approved by the Commission.

Moreover, Service Provider will create the invoice under the first paragraph and sends to Subscriber who has the evidences which identified that it is the real Subscriber.

8.4 Service Provider reserves the right to collect the expense for creation of the invoice from Subscriber, should there be laws, declarations, rules or regulations of government specified or allowed Service Provider to collect the expense for such event.

8.5 In the following events, Subscriber shall pay Service Charge and/or fees to Service Provider immediately upon receipt of the Service Charge invoice:

8.5.1 in the event that Subscriber has been suspended the service due to over credit limit use specified by Service Provider

8.5.2 in the event that Subscriber requests for the change owner of Subscriber

8.5.3 in the event that Subscriber requests for termination of service

Section 9 Verification of the usage details

9.1 In case Subscriber found that Service Provider collects Service Charge exceeding than the specified rate or exceeding than the amount which collects from other Subscribers who use the same kind

and type of Telecommunications Service and Subscription Broadcasting Service or found that Service Provider collects Service Charge incorrectly, Subscriber has the right to submit the request for verification of the usage details under the Notification of the Commission Re: the standard of Telecommunications Service Agreement B. E. 2549 and the Notification of the Commission Re: the standard of Telecommunications Service and Subscription Broadcasting Service Agreement B.E. 2556, moreover, Subscriber shall submit the request in writing or by telephone or other communication devices or by other means to Service Office, Branch Office or service center representative or Complaints Handling Center. Service Provider will immediately verify the facts and notify the result of such verification to Subscriber which not more than 30 days from the requesting dates.

If Service Provider does not perform upon request of Subscriber during specified period, it shall be deemed that Service Provider deprives of the right to collect fees or Service Charge for such disputed amount.

9.2 In case the fact that Service Provider has collected the Service Charge more than the actual usage from the Subscriber, Service Provider shall refund such excess amount within 30 days from the fact end date and Service Provider shall pay the interest of such excess amount at the rate which Service Provider determines that it shall collect from Subscriber in case that Subscriber fails to make payment of Service Charge. Service Provider may refund by cash, cheque or deposit to the bank account of Subscriber as requested by Subscriber or by means as requested by Subscriber.

Section 10 Notification for suspension of service

10.1 In case of necessity that causes Subscriber cannot temporarily use the service, Subscriber shall notify the request for suspension of service within 30 days without any expenses in each time in writing by itself or by facsimile with copy of identification card or by registered mail return receipt request to Service Office, Branch Office or service center representative in advance not less than 3 days.

In case that there is the force majeure event incurred to Subscriber which causes Subscriber cannot use the service, Service Provider agrees Subscriber to suspend the service according to the period requested by Subscriber. However, such period shall not be more than the existing of force majeure event.

10.2 Subscriber shall not pay any fees or expenses for the request of suspension of service unless in case that Subscriber still suspends the service more than the maximum period which stipulated by Service Provider. Service Provider has the right to terminate the service by giving a written notification to Subscriber not less than 30 days in advance.

10.3 The service will be resumed to Subscriber immediately on the following day of the maturity date of the suspension without any resumption charge.

Section 11 Lost or stolen of Telecommunications Service and Subscription Broadcasting Service Equipment

11.1 Upon the Telecommunications Service and Subscription Broadcasting Service Equipment is lost or stolen, Subscriber shall quickly notify to Service Office, Branch Office of Service Provider in writing or by telephone or by other communication devices or by other means, Service Provider shall suspend the service immediately and Subscriber shall not be liable for payment of Service Charge and/or fees occurred after notified by Subscriber unless Service Provider may prove that the liability of the said obligation occurred from the result of the acts of Subscriber.

11.2 Service Provider shall suspend the service upon Service Provider has clearly verified that the person who notifies the case is the real Subscriber.

11.3 During the suspension of service, Subscriber has the right to request Service Provider to resume the service by using the former number within 30 days from the notification date. Upon the maturity date of such suspension period, Service Provider has the right to terminate the service by written notification to Subscriber not less than 30 days in advance.

Section 12 Termination of the Agreement by Subscriber

12.1 Subscriber has the right to terminate the Agreement for the use of Telecommunications Service and Subscription Broadcasting Service by informing the requirement in writing by itself at Service Office, Branch Office of Service Provider or by any channels and procedure specified and announced by Service Provider.

12.2 In the following cases, Subscriber has the right to terminate the Agreement immediately:

12.2.1 Subscriber cannot receive the service from Service Provider due to continuous cause which is beyond the control of Subscriber;

12.2.2 Service Provider has violated material conditions of the Agreement;

12.2.3 There is a verdict of the court that Service Provider is bankrupt;

12.2.4 Service Provider changes the conditions of the Agreement or the conditions of the service which result in the reduction of the entitled benefits, except the said change is made in compliance with the law.

12.3 Termination of the Agreement under Section 12.2, Subscriber shall be liable for complete payment of the Service Charge occurred prior to the termination date is effective, although the Agreement is terminated. However, if the Subscriber terminates the Agreement prior to the agreed service period, the Subscriber may still be obligated to pay the initial fee and/or damages at the reduced rate in a proportion of the installation fee as specified in the Agreement, even after the Agreement has ended.

12.4 Termination of the Agreement shall not affect any accrued rights of Service Provider against Subscriber to collect Service Charge and/or fees due to the use of service by Subscriber prior to the termination date is effective.

Section 13 Submission of the complaint of provision of the service

In case that Subscriber has the trouble and damage due to the provision of the service from Service Provider, Subscriber has the right to submit the complaint according to the principle for the receiving of the complaint and solving the problem for the complaint of Subscriber of Telecommunications Service and Subscription Broadcasting Service specified and announced by Service Provider.

Section 14 Refund of Service Charge

Upon termination of Agreement for whatever reason, if it is shown that Service Provider has unpaid amount for Subscriber after Service Provider has deducted for payment of Service Charge and/or any fees which remain unpaid by Subscriber and any expenses, therefore Service Provider will refund the received net money to the real Subscriber or the authorized person of Subscriber within 30 days from the termination date. Furthermore, Subscriber shall submit the request with the evidences which identified that it is the real Subscriber to Service Provider and Service Provider may refund by cash, cheque or deposit to the bank account of Subscriber or transfers the money in the amount which Service Provider has to refund to Pre-Paid mobile number in Service Provider system as requested by Subscriber or other means which Service Provider will receive the additional approval from the Commission in the future or by means as requested by Subscriber.

Section 15 Refusal to provision of service:

Service Provider may promptly refuse to provide the service in the following events:

15.1 It is shown that Subscriber is in the list of Service Charge and/or fees outstanding payment system of Service Provider.

15.2 It is shown that Subscriber is suspended or has been suspended the service due to any reason under Section 16.2-16.7 and 16.9.

15.3 It is shown that Subscriber is terminated or has been terminated the service due to any reason under Section 17.1-17.3.

15.4 Upon Service Provider proves that Subscriber forges the supporting documents for entering into the Agreement or the documents are incorrect or incomplete as specified by Service Provider.

15.5 Upon Service Provider proves that Subscriber uses or forges documents of other person for entering into the Agreement.

15.6 Upon Subscriber is not qualified or does not use the service according to the Terms and Conditions of Telecommunications Service and Subscription Broadcasting Service or Value Added Service which specified by Service Provider.

Section 16 Service Provider may suspend the service as following events:

16.1 In case that there is force majeure event incurred to Service Provider;

16.2 Subscriber has died or ceased to be a juristic person;

16.3 Subscriber has used false documents to apply for the service;

16.4 Subscriber has used Telecommunications Service and Subscription Broadcasting Service for illegal purpose or in violation of the conditions of the Agreement;

16.5 The use of the service of Subscriber is over credit limit amount agreed in the Agreement with Service Provider; however Service Provider will give Subscriber a warning in advance when the use of the service is nearly full of the credit limit amount;

16.6 If Subscriber fails to make payment of Service Charge and/or fees later than the due date stated in the invoice for two successive time;

16.7 Subscriber has used the telecommunication service for the purpose of seeking an income with intention not to pay the Service Charge and or fees;

16.8 Service Provider has necessity to maintain or to adjust the telecommunications system used in providing the service;

16.9 In case that there is no credit limit amount, Subscriber has abnormally high usage of Service Charge. Service Provider shall notify in writing to Subscriber with the cause of the Service Provider's use of right not less than 30 days in advance;

16.10 Service Provider has the right to suspend the service forthwith for the events specified in Section 16.1 to 16.8;

16.11 Subscriber shall pay the total outstanding amount of Service Charge and/or fees or under all usage amount to Service Provider that causes Service Provider normally resumes the service.

Section 17 Service Provider may terminate the service as following events:

17.1 Subscriber has died or ceased to be a juristic person;

17.2 If Subscriber fails to make payment of fee and Service Charge later than the due date stated in the invoice for two successive time and Service Provider has already given a warning letter to Subscriber;

17.3 Service Provider has reason to believe that Subscriber has a fraudulent behavior or has used the service for illegal purpose or has committed a breach of the conditions of the Agreement;

17.4 Service Provider is unable to provide the service to Subscriber due to the events which are beyond control of Service Provider;

17.5 Termination by the provisions of laws

Section 18 Suspension or termination of the service

Upon there is the reason that makes Service Provider to suspend, terminate the service or other acts specified by laws that Service Provider shall provide the notification in writing, Service Provider shall notify in writing and deliver by registered mail return receipt request to the address as specified in the Application Form or the last address of Subscriber which has notified to Service Provider in advance not less than 30 days except the case under Section 16.10 and 17.

Section 19 Amendment and change

19.1 Service Provider will notify Subscriber in writing not less than 30 days in advance, when Service Provider amends, changes and adds terms, conditions, regulations, announcements or conditions of the service including changes any Telecommunications Service and Subscription Broadcasting Service rate as specified by Service Provider.

In case that the amendment, changing of the provision of Agreement may impact on rights, obligations or entitled benefits of Subscriber, Service Provider shall offer the Commission to approve in advance unless it is the terms or conditions for provision of service which announced by the Commission that omit to perform without the approval from the Commission, for the said event, Service Provider shall inform the Commission not more than 30 days from the said performance.

The material change in system, technology or any equipment which impacts on the low efficiency of service or on rights, obligations or entitled benefits of Subscriber under the Agreement, it shall be deemed that the change in the terms or conditions for provision of service and shall receive prior approval from the Commission by the same performance as the case in paragraph 2.

The text in first paragraph shall not apply to the change of International Direct Dialing Service Charge rate or the change of Service Charge specified by laws which shall be effective within the period less than 30 days.

19.2 In case that Subscriber desires to change the billing address as well as documents, information of any services of Service Provider, Subscriber shall inform Service Provider in the following means:

19.2.1 in writing to Service Office or Branch Office

19.2.2 by telephone to customer relation service center

19.2.3 by internet

Section 20 Miscellaneous

20.1 Subscriber agrees that in case Subscriber applies for or submits other Application Form relevant to the use of Telecommunications Service and Subscription Broadcasting Service, International Direct Dialing Service or other service which Service Provider may provide in the future, Subscriber shall comply with this Terms and Conditions in all respects.

20.2 Service Provider reserves the right to change, amend, add this Agreement under the approval of the Commission or as announced and specified by the Commission by notification to Subscriber in advance via website, Service Provider's Service Office, Complaints Handling Center or Subscriber's mobile number, moreover, it is not prejudice the right of Subscriber to terminate the Agreement immediately.

Section 21 Additional Conditions

21.1 Subscriber acknowledges and agrees that Service Provider shall provide and install the equipment to Subscriber for using Fixed Broadband Service. Consequently, upon termination of Fixed Broadband Service for any reason, Subscriber agrees to return the equipment in complete and good working condition within 15 days from the termination date of the service.

21.2 Subscriber agrees that it shall make no movement or modification to the equipment settled place without prior written consent of Service Provider. If Subscriber violates this Section, Subscriber shall indemnify Service Provider for all damages.

21.3 Subscriber agrees to facilitate Service Provider's staff or its representative to access into the premise to repair, inspect and maintain or retrieve the equipment of Fixed Broadband Service according to section 21.1 at all-time with the prior notification provided by Service Provider.

21.4 For the prevention and avoidance of effect on other subscriber using of service, Service Provider reserves the right to specify the conditions prioritizes the collective interest of general subscribers. Furthermore, Fixed Broadband Service is a co-speed of data usage service for both the receiving and sending of data Therefore the quality and speed of internet depend on quantity, amount of subscribers, the distance between the internet network and subscribers' premises, quality and efficiency of connecting devices including the server of website which the subscribers visit and may affect the speed of internet to be lower than specified for the package selected by Subscriber.

21.5 Subscriber agrees to procure and maintain the Fixed Line telephone and terminal equipment which use for connection with Service Provider's Fixed Line Service.

21.6 Subscriber has the right to use only any Application Service on set top box provided by Service Provider.

21.7 In the event that there is the interruption of using set top box due to modification, destruction, damage from disaster, irregularity of electricity or improper using or violation of condition of use which cause

the damage with set top box and it is necessary to change the new box, Subscriber shall pay the activation fee for the new box due to such damage.

21.8 Service Provider reserves the right to use Subscription Broadcasting Service only within residence or installation premise of Subscriber. If there is the use of service or broadcasting any part of service in the public, Subscriber shall be responsible for all damage occurred from such broadcasting.

Terms and Conditions for AIS PLAYBOX Service

- 1) AIS PLAYBOX Package monthly service rate is 129 baht /point (exclusive of VAT), unless receiving a discount according to the promotion of the main package.
- 2) The Subscriber shall be entitled to borrow AIS PLAYBOX 1 box/ point for the entire period of the service. Should the service be cancelled or terminated, the Subscriber shall return the AIS PLAYBOX on the date of such cancellation or termination. If not return, the Subscriber agrees to pay the value of AIS PLAYBOX.
- 3) The Subscriber shall be entitled to receive the discount for equipment management fee at 3,096 baht/box/point when use the AIS PLAYBOX service according to service period and the conditions of the service package that the Subscriber agrees to apply, subject to the Company's installation standards.
- 4) 3BB Fibre Subscribers, who use packages speed 50 Mbps or above and 1st point of AIS PLAYBOX service, can apply for additional AIS PLAYBOX service at a maximum of 2 points (a total of 3 points, including existing point). AIS staff shall contact the Subscriber for AIS PLAYBOX installation appointment within 24 hours.
- 5) AIS PLAYBOX service cannot be used in conjunction with any other discounts or promotions of 3BB Fibre.
- 6) The Subscriber acknowledges that this promotion will be automatically renewed when the package period expires. When the Subscriber subscribes for the service under this promotion, it shall be considered that the Subscriber agrees and consents to the Company to automatically renew the service in order to have continuous use to the next period. The Company will send SMS to notify the Subscriber before the package period expires. If the Subscriber does not wish to continue subscription of the service, the Subscriber must notify the Company to terminate the service before the end of such package period.

- 7) In case the Subscriber cancels AIS PLAYBOX service prior to the end of the service period according to service package that the Subscriber applies, the Subscriber agreed to pay the installation and equipment management fee based on pro rata basis of remaining bills under such period after deducted from the paid bills.
- 8) The service is only for domestic use and strictly not for commercial use or profitable.
- 9) The company reserve the right to save and distribute all parts of the content. If such action is found, the company will take legal action immediately.
- 10) For more information, please visit www.ais.co.th/playbox
- 11) Reserves the right to cancel or modify any terms and conditions without prior notice. The company shall be entitled to change the terms and conditions without prior notice.

Remark :

- In case the Subscriber subscribes to the AIS PLAYBOX service, the second and third add-on boxes shall be exempt from the equipment installation fee, in accordance with the company's AIS PLAYBOX installation standards. The installation shall be performed via Wi-Fi connection.
- In case the Subscriber requests additional LAN cable wiring for equipment installation, the Subscriber shall pay an additional installation fee at the rate prescribed by the Company. This fee shall be paid directly to the installation technician on the installation date.

Terms and Conditions for MESH WiFi Service

- 1) MESH WiFi monthly service fee is 100 Baht /point (exclusive of VAT)
- 2) The Subscriber shall be entitled to borrow MESH WiFi 1 unit/ point for the entire period of the service which the type of Router shall depend on the main package it subscribed. Should the service be cancelled or terminated, the Subscriber shall return the Router on the date of such cancellation or termination. If not return, the Subscriber agrees to pay the value of router.
- 3) The Subscriber shall be entitled to receive the discount for installation and equipment management fee at 2,400 Baht when apply for MESH WiFi service according to the conditions of the service package that the Subscriber agrees to apply (24 months).
- 4) MESH WiFi service cannot be used in conjunction with any other discounts or promotions of AIS3BBFIBRE3.

- 5) Subscriber The Subscriber acknowledges that this promotion will be automatically renewed when the package period expires. When the Subscriber subscribes for the service under this promotion, it shall be considered that the Subscriber agrees and consents to the Company to automatically renew the service in order to have continuous use to the next period. The Company will send SMS to notify the Subscriber before the package period expires. If the Subscriber does not wish to continue subscription of the service, the Subscriber must notify the Company to terminate the service before the end of such package period.
- 6) In case the Subscriber cancels MESH WiFi service prior to the end of the service period according to service package that the Subscriber applies, the Subscriber agreed to pay the installation and equipment management fee based on pro rata basis of remaining bills under such period after deducted from the paid bills.
- 7) For more information, please visit <https://www.ais.th/fibre/en/aisfibremeshwifi.html>
- 8) The Company shall be entitled to change the terms and conditions without prior notice.

Terms and Conditions for Microsoft 365 Family Service

Microsoft 365 Family service means a Software Applications provided by Microsoft on the Cloud system, such as Microsoft Office (Word, Excel, PowerPoint, OneNote), Outlook (Mail, Calendar), OneDrive, Clipchamp, Microsoft Defender, Microsoft Family Safety, or Skype, etc., which can be used on access online via a web browser on a computer or via a mobile application on a tablet or smartphone, both iOS and Android.

Scope of service

- 1) Subscriber agrees and acknowledges that, in providing Microsoft 365 Family in accordance with these Terms and Conditions, AWN is only as a channel for Microsoft 365 Family subscription to Subscriber, and AWN is not responsible for any damage caused by the following events.
 - (1) Operating system of the Subscriber or any other system beyond AWN's control.
 - (2) Software Application or any device which Subscriber prepares and uses for connecting with Microsoft 365 Family Service in accordance with these terms and conditions.
 - (3) Force majeure or actions of other persons which are beyond AWN's control and responsibilities according to these terms and conditions.

- 2) Subscriber agrees and acknowledges that, in accordance with these terms and conditions, AWN will store Subscriber's data for no more than 30 days after the termination date of the Microsoft 365 Family service, and Subscriber agrees to transfer the Subscriber's data from the system within the specified time above.
- 3) Subscriber agrees and acknowledges that in order to use Microsoft 365 Family in accordance with these terms and conditions, Subscriber shall accept the terms and conditions of Customer Agreement between Microsoft and Subscriber. However, if the Subscriber wishes to continue using Microsoft 365 Family service after the service has been terminated and the Customer Agreement has been changed or amended by Microsoft, the Subscriber has to re-accept such changed Customer Agreement before continuing to use the service.
- 4) Subscriber agrees and consents to AWN, Microsoft and its affiliates, agents, or subcontractors collecting, using, disclosing, and processing personal data of the Subscriber or third parties which disclosed by the Subscriber such as contact person, administrator, or employees of the Subscriber to facilitate the provision of Microsoft 365 Family service. However, before disclosing their data to Microsoft, the Subscriber shall obtain consent of such third parties.
- 5) Subscriber agrees and consents to AWN, Microsoft and its affiliates, agents, or subcontractors accessing and disclosing personal data to law regulators or state authorities, and subscriber agrees to notify and obtain consent from individual users that their data may also be processed for the purpose of disclosing to law regulators or state authorities.
- 6) Subscriber agrees and acknowledges that Subscriber shall use this Microsoft 365 Family service together with the 3BB FIBRE3 service for the 24 billing cycles. In addition to the Cancellation damages for 3BB FIBRE3 services, if the 3BB FIBRE3 service is canceled before the end of 24 billing cycles, the Subscriber shall pay the Cancellation damages of Microsoft 365 Family service at the rate specified in such package that applied for.

Terms and Conditions for Cloud IP Camera service

- 1) Cloud IP Camera service means a data storage space service that stores motion pictures or videos recorded by IP cameras on the cloud system. The Subscriber can access or view motion pictures or videos in real-time and play them back via a mobile application specified by the Company, which is connected to the Cloud IP Camera service system.
- 2) The Subscriber agrees to use the AIS Cloud IP Camera service legally and is responsible for controlling personal data or motion pictures and video resulting from the use of the AIS Cloud IP

Camera service via the Mobile Application that has been registered and connected to the IP Camera in accordance with these Terms and Conditions.

- 3) Cloud IP Camera package is at 99 baht/month/equipment (excluding VAT) unless receiving a discount according to the main package promotion.
- 4) Able to view event-based video recorded on the cloud service for the past 7 days from the IP camera which is installed on the specified mobile application throughout the service period.
- 5) The Subscriber shall receive a discount of 1,290 baht per IP Camera per service point. Ownership of the equipment shall transfer to the Subscriber upon completion of 24 months of service usage and full payment of the service fees.
- 6) The Subscriber may subscribe to the Cloud IP Camera service for up to five (5) packages per internet account.
- 7) The service period for each of the above packages starts from the day the IP Camera of that package is delivered to the Subscriber.
- 8) Once agreed to receive the equipment, it cannot be returned. It is in accordance with the terms of application and installation of services according to the contract period specified by the Company.
- 9) If the Subscriber changes the main package of AIS 3BB FIBRE3 service, the rights under the original package will be terminated immediately starting from the package change date.
- 10) The Subscriber will be entitled to the IP Camera discount specified above and will obtain ownership of the equipment only upon full payment of the Cloud IP Camera service fees for the relevant package period.
- 11) In the event that the Subscriber's use of the AIS Cloud IP Camera service of any package expires before the end of the package period for any reason, the Subscriber agrees to pay the Company an amount equivalent to the IP Camera discount (per equipment) received for such package.
- 12) When the service period specified in the package expires, the system will automatically renew it based on the rates and conditions of the new package at the time. The Company will send the Subscriber an SMS notification before the current package duration expires. If the Subscriber does not intend to continue using the service, the Subscriber shall notify the Company of the cancellation before the end of the current package period.
- 13) If the Subscriber relocates the AIS 3BB FIBRE3 internet service equipment installation, the Cloud IP Camera service does not terminate.
- 14) If the service is terminated for any reason, the Subscriber will be unable to use the Mobile Application that it has registered to access or view motion pictures or videos, and such motion pictures or videos stored on the cloud system will be deleted immediately and cannot be recovered.

- 15) IP Camera after-sales service will end when the expiration date of the first package period or when the use of services according to the package has terminated for any reason. After that, the Subscriber can request after-sales service directly to the IP Camera manufacturer.
- 16) The Subscriber agrees to confirm that it has obtained legal consent from the Data Subject of motion pictures or video to collect, use, and disclose such data recorded in the AIS Cloud IP Camera service system in accordance with the Personal Data Protection Act B.E. 2019 and other applicable laws during the service period according to these Terms and Conditions.
- 17) Delivery methods for service equipment, as follows:

AIS FIBRE3 Subscriber able to choose from 2 delivery methods as follows:

- Delivery by KEX Express, free of charge or in accordance with the Company's conditions.
 - The delivery of equipment is under KEX Express's conditions. Estimated Delivery Time: Bangkok and its vicinity provinces 2-3 working days, other provinces 3-5 working days.
 - Delivery status can be checked on <https://th.kerryexpress.com/th/track/>
- Delivered by the company's technician, there is a service charge that must be paid directly to the technician on the day the device is received.

3BB FIBRE3 Subscriber

- Delivery by the Company's technician, free of charge or in accordance with the Company's conditions.

- 18) The Company reserves the right to change conditions without prior notice.

Terms and Conditions for SMART SOUNDBAR Service

- 1) "SMART SOUNDBAR Service" means contents service including movies, series, sports, variety, karaoke and other kinds of content through AIS PLAY Service on Soundbar speaker that comes with Android operating system.
- 2) "AIS PLAY Service" means an application that provides Streaming Service for movies, series, concerts, documentaries, cartoons, anime, sports, e-sports, and other kinds of content in both free-of-charge and premium (payment required) through the AIS PLAY application on television, computer, mobile phone, and other kinds of internet connectible equipment.
- 3) The Subscriber agrees to pay the SMART SOUNDBAR Service package according to the package that the Subscriber has subscribed to.

- 4) SMART SOUNDBAR service package is at 350 baht/month/Soundbar speaker (excluding VAT)
- 5) To subscribe to SMART SOUNDBAR Service, Subscriber shall pay the SMART SOUNDBAR Service fee of 1,000 baht/package (including VAT) to the Company's representative on the day of installation/receipt of the Soundbar speaker or pay pursuant to the service fee invoice for the current Subscriber who use the AIS 3BB FIBRE3 broadband internet service provided by the Company and choose to have the Soundbar speaker delivered by a delivery company (if any) unless the Company has marketing activities to waive or exempt the collection of service fees from time to time.
- 6) When subscribing to the SMART SOUNDBAR Service package, the Subscriber will receive one Soundbar speaker per package for use with the service. The Subscriber will receive a discount on the Soundbar speaker of 6,000 baht/package along with ownership of the Soundbar speaker upon completion of the full-service period (24 months) and after full payment of the SMART SOUNDBAR Service fees.
- 7) Able to subscribe to SMART SOUNDBAR service only 1 package/internet number.
- 8) The service period for SMART SOUNDBAR Service package will begin on the date that the Soundbar speaker is delivered by the Company's agent or by a delivery company (if any) to the Subscriber. The Subscriber should start using the Soundbar speaker immediately upon delivery.
- 9) Once the Subscriber subscribes to the service and receives the Soundbar speaker, such speaker cannot be returned or the Subscriber cannot cancel the package.
- 10) In the event that the subscription of the SMART SOUNDBAR Service expires before the end of the package period for any reason, the Subscriber agrees to pay the cost of the Soundbar speaker for that package to the Company, and AIS PLAY Service for the SMART SOUNDBAR Service will end. However, if the Subscriber fails to pay for the Soundbar, the Soundbar speaker will not be able to be used to access any contents.
- 11) The SMART SOUNDBAR Service package is an on-top package for use with the AIS 3BB FIBRE3 broadband internet number that the Subscriber has subscribed to such on-top package only, and such on-top package cannot be used with other broadband internet number even under the same Subscriber's name.
- 12) In the event that the Subscriber receives the privilege of the SMART SOUNDBAR Service pursuant to the promotion specified by the Company, if the Subscriber changes the AIS 3BB FIBRE3 broadband internet service package to a package that does not receive the privilege of SMART SOUNDBAR Service promotion, the privilege pursuant to the promotion received will immediately end from the date of package change and the Subscriber must pay the SMART SOUNDBAR Service fee as specified.

- 13) If the Subscriber cancels the AIS 3BB FIBRE3 broadband internet service, the SMART SOUNDBAR Service that has been subscribed to will end.
- 14) The Subscriber acknowledges that this promotion will be automatically renewed when the package period expires. When the Subscriber subscribes for the service under this promotion, it shall be considered that the Subscriber agrees and consents to the Company to automatically renew the service in order to have continuous use to the next period.
- The Company will send SMS to notify the Subscriber before the package period expires. If the Subscriber does not wish to continue subscription of the service, the Subscriber must notify the Company to terminate the service before the end of such package period.
- 15) The Company will provide after-sales service for Soundbar speakers, for the event of a defect in the Soundbar speakers manufactured by the manufacturer due to normal use only, and for the period of 24 months from the date of subscription of the SMART SOUNDBAR Service. In the event that the service according to the package ends in any case before the 24-month period, the Company's after-sales service will end immediately.
- 16) The SMART SOUNDBAR Service is intended for domestic use only and is strictly not for commercial use or profit.
- 17) For more details on the service, please visit
<https://www.ais.th/en/consumers/fibre/services/soundbar>
- 18) The Company reserves the right to change the terms and conditions without prior notice.

Terms and Conditions for Fixed Line Service

1. Fixed Line Service means a basic telephone service provided through the internet network, with an assigned telephone number that supports making and receiving calls, as well as sending and receiving faxes.
2. Fixed Line Service monthly service fee is 100 baht/ month/number (exclusive of VAT)
3. The Fixed Line Service installation fee is 3,500 baht, unless a discount or exemption is provided under the package conditions.
4. Subscribers shall receive an SMS notification of their Fixed Line Service number within 3 days from subscription date.
5. The Fixed Line Service does not include a telephone equipment. Subscribers are required to provide and prepare their own telephone equipment for use.

6. Subscribers shall receive a Fixed Line Service number randomly assigned by the system, based on the province that subscribed to 3BB Fibre3 Service. Such shall not be subject to selection or change by the Subscribers.
7. Fixed Line Service shall be terminated when 3BB Fibre3 Service is terminated
8. Fixed Line Service Subscribers shall not be permitted to perform the following actions
 - Change Fixed Line service number
 - Change Bill Cycle
 - Change Billing Account
 - Request for temporary suspension of service
9. The monthly service invoice shall display only charges related to international direct dialing (IDD) calls. If Subscribers wish to review detailed call records (CDR), Subscribers may request a printed report of their number usage by contacting an 3BB Shop. A service fee of THB 30 per month shall apply for such request.
10. In the event that the Subscriber's service is suspended due to exceeding the credit limit or non-payment of service fees, the service may be resumed only after all outstanding amounts have been fully settled.
11. The Company reserves the right to alter specifications without prior notice.

**Terms for Collect, Use and Disclose Personal Data
for privileges of Subscriber**

Subscriber hereby agree and accept to collect, use and disclose personal data in which Service Provider shall collect, store, use of Subscriber's Personal Data for the purpose of service in which the Subscriber has subscribed and in accordance with the law as follows:

1. **"Personal Data"** means Subscriber's full name, address, financial information, transaction information, health information, biological information (e.g. finger print, face recognition and etc.) disabilities and/or other information, which is appropriate for providing service, related to the identifiable of Subscriber whether can be identified directly or indirectly in which Subscriber has provided to Service Provider or Service Provider has received or accessed from other sources.
2. Service Provider shall collect, store, use of Subscriber's Personal Data for the purpose or activity which Data Subject interesting in relating to telecommunication service, broadcasting service, payment service or other services, digital service, marketing research and survey, promotional

activities, providing privilege based on Subscriber's preferences or data analysis in order to offer goods or services of Service Provider and/or a person who is a distributor, agent, or the person who related thereof, and/or other person, or legal obligations or regulation to which Service Provider is subject whether present or in the future, including permission Service Provider to send, transfer and/or disclose personal data to the recipient that is Service Provider business group, business alliance, organization or juristic person who has a contract or a legal relationship with Service Provider by allowing Service Provider to send, transfer and/or disclose such information through domestically and internationally. Service Provider shall retain Subscribers' Personal Data as long as necessary only for the above mentioned purposes, where the recipient is also obligated by law to retain Personal Data as well. If there is a later update in the purpose of collecting Personal Data, Service Provider will inform the Subscriber.

3. The Subscriber has the right to withdraw Subscriber's Personal Data at any time, unless such withdrawal affects the service of beyond Service Provider's control.
4. Terms for collect, use and disclose of personal data shall be effective for a period specified by law.
5. Subscriber's right to withdraw, access or request for copy of personal data, objection to collect, use or disclose, right to data portability, right to erasure, right to suspend the use of personal data shall be in accordance with our privacy policy, and others as specified by law.
6. Subscriber hereby acknowledge that he/she can contact Service Provider via electronic mail at DPOOFFICE@ais.co.th