

## **Terms of Service for AIS Care+ and Privacy Policy**

We are pleased to welcome you to the Mobile Device Terms of Service for AIS Care+ provided to you by MIMO Tech Company Limited.

The Terms of Service of the Product are set out below. You are advised to read the Terms of Service carefully.

### **1. GENERAL**

- 1.1 These terms of services shall apply to and between MIMO Tech Company Limited (“MMT”) and a Customer of the AIS Care+ (the “Customer”).
- 1.2 By applying for the AIS Care+ the Customer agrees to be bound by and act in full compliance herewith. Such enrolment is complete when the Customer receives SMS confirming his or her enrolment.
- 1.3 Subject to the terms contained herein, MMT may decline to provide all or part of the AIS Care+ Services to a Customer.
- 1.4 MMT has appointed Bolttech Device Protection (Thailand) Limited as its service provider to provide the Services (as defined in clause 2.1) and collect the Service Fees for a Service Request (such terms as specified in clause 2.40) (the “Service Provider”). The Customer agrees that where MMT has rights or obligations in relation to the Services or under these Terms of Service, the Service Provider, may exercise these rights or discharge these obligations on MMT’s behalf.

### **2. DEFINITIONS**

- 2.1 Services means the AIS Care+ products comprised of the Device Switch and Device Replacement bundled with Screen Replacement (as defined in clause 2.12, 2.13 and 2.14).
- 2.2 AIS Group means Advanced Info Service Public Company Limited and its affiliates.
- 2.3 MMT means MIMO Tech Company Limited.
- 2.4 Service Provider means Bolttech Device Protection (Thailand) Limited.
- 2.5 Customer means an applicant for enrolment for the Services and received an SMS confirming his or her enrolment.
- 2.6 Courier means a person who: (i) transports AIS Care+ Devices or the repaired Registered Devices to the Customer; (ii) collects Registered Devices from the Customer to send it to the warehouse or repairer to fulfil the Service Request
- 2.7 Phone Number means mobile phone number from AIS Group’s network, used by the Customer in connection with the Registered Device for his or her application for enrolment for the AIS Care+ Services.
- 2.8 Registered Device means a Mobile Device bought by the Customer from any of sales channels as designated by MMT where Mobile Devices can be purchased (“Sales Channel”) or other sources being of the brand and model specified by MMT and registered for enrolment for the Services in accordance with the registering method as designated by MMT, the IMEI of which shall be recorded by MMT as data for provision

of the Services to the Customer, and includes a Mobile Device acquired by the Customer (i) under the manufacturer's warranty for a Registered Device, (ii) any additional guarantees or warranty from the Service Provider, subject to notice thereof being made to MMT and/or Service Provider (as the case may be) by the Customer in accordance with MMT and/or Service Provider requirements.

- 2.9 IMEI (International Mobile Station Equipment Identity) means the unique number assigned to each Mobile Device. If a Mobile Device does not have an IMEI, then all references to IMEI in these Terms of Service will be read as a reference to the serial number for that Mobile Device.
- 2.10 AIS Care+ Device means a refurbished Mobile Device obtained by a Device Switch or Device Replacement, and it shall be deemed the new Registered Device after being delivered to the Customer, but as compared to the original Registered Device, it can be either:
- (a) Of identical brand, model, color and memory capacity (“Like-for-Identical”)
  - (b) Of identical brand, model and memory capacity, but of different color (“Like-for-Like”)
  - (c) Of a similar model, with equivalent functional characteristics and price range of the Registered Device (of different model and / or brand and /or color) at the discretion of the Service Provider (“Like-for-Similar”)
  - (d) Will be refurbished (containing OEM’s or non-OEM’s parts)
  - (e) Has a different IMEI;
  - (f) Is not provided in the OEM’s packaging
  - (g) Is provided in packaging marked “not for resale”; and
  - (h) Does not include any Device Accessories.
- 2.11 Device Accessories means any equipment or anything that is either provided by the OEM in the box with a Mobile Device or sold separately to be used with a Mobile Device. It includes: (i) batteries; (ii) SIM cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) cases; (vii) boxes; (viii) cables; (ix) styli; and (x) mounts.
- 2.12 Device Switch means the ability to request a AIS Care+ Device in exchange for the Registered Device if the Registered Device is in the Customer’s possession.
- 2.13 Device Replacement means the ability to request a AIS Care+ Device in exchange for the Registered Device if the Registered Device is not in the Customer’s possession.
- 2.14 Screen Replacement means the ability to request a replacement of the Mobile Device’s main screen.
- 2.15 Device Purchased Period means the number of days lapsed since the original Purchase Date by the Customer of the Mobile Device, measured from the calendar day following the Purchase Date.

- 2.16 Registered Device Price as of Purchase Date means the full recommended marketing retail purchase price (RRP) of the Registered Device (including VAT) on the Purchase Date of the Registered Device, as determined and notified by MMT.
- 2.17 Enrolment Date means the date customer receives notification either through SMS or other means, confirming his or her enrolment into the AIS Care+.
- 2.18 Service Fee(s) means the: (1) AIS Care+ Product Fee, (2) Switch Service Fee, (3) Replacement Service Fee, (4) Screen Replacement Service Fee, or (5) any other amount that might be charged to the Customer on account of use of any Service by the Customer.
- 2.19 AIS Care+ Call Center means the call center dedicated to the Services as available at 098-585-1175 seven (7) days a week from Monday to Sunday including Public Holidays (no day off), from 09:00 a.m. to 8:00 p.m.
- 2.20 Website means the AIS Care+ service portal <https://ais-careplus.bolttech.co.th> showing the details of the Services, AIS Care+ Product Fees, Switch Service Fees, Replacement Service Fees, Screen Replacement Service Fees, the Terms of Service for AIS Care+ and other details, request certain Service-related assistances, etc.
- 2.21 Click 2 Protect (C2P) means a digital device diagnostics tool used for enrolling Mobile Devices older than thirty (30) days in Device Purchased Period into the Program.
- 2.22 National ID means a valid Thai national identity card and/or any identity card issued by Thai government agency as specified by MMT and the Service Provider.
- 2.23 Prohibited ID means a National ID or a Foreigner ID of the Customer for which the AIS Care+ Providers has terminated the Services or decided to deny enrolment in the Services.
- 2.24 OEM means original equipment manufacturer.
- 2.25 Software Modification means modification made to a Registered Device's operating system not undertaken or authorized by the OEM and includes software modification known as 'jail-breaking' and 'rooting'.
- 2.26 Hardware Modification means any repair and/or modification made to a Registered Device's hardware not undertaken or authorized by the OEM.
- 2.27 Modification means Software Modification or Hardware Modification or both.
- 2.28 Additional Fee means a Service Fee additionally collected from the Customer equal to the Replacement Service Fee payable as specified in the table in clause 12.5 less the Switch Service Fee already paid. The Additional Fee shall be charged where the Customer has already paid the Switch Service Fee, then MMT finds later that the Customer is not entitled to use the Device Switch Service subject to the Terms of Service which MMT shall treat the Device Switch as a Device Replacement and the Customer shall pay the Replacement Service Fee accordingly.
- 2.29 Acceptance Date means the day upon which the Service Request for Device Switch or Service Request for Device Replacement is successfully submitted and the Service Fees applicable is paid by the Customer to the Service Provider.
- 2.30 AIS Shop means a customer service center operated by AIS Group's authorizations.

- 2.31 Purchase Date means the date of purchase of the Registered Device.
- 2.32 Mobile Device means a mobile wireless device, either a mobile phone or tablet that: (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that is operated using voice, touch or a miniature keyboard. It does not include any Device Accessories.
- 2.33 Fixed Term Contract means Fixed Term twelve (12) months Contract.
- 2.34 Foreigner ID means a Customer's passport, work permit and certificate of residence of foreigner (if any).
- 2.35 AIS Care+ Providers means MMT, the Service Provider, and subcontractors.
- 2.36 AIS Care+ Product Fee has the meaning given to it in clause 12.1.
- 2.37 Term means: (i) Monthly Contract; or (ii) Fixed Term twelve (12) months Contract.
- 2.38 Program has the meaning given to it in clause 5.3.
- 2.39 VAT means value added tax charged at the prevailing rate at the time of the transaction.
- 2.40 Service Request means a request for the Services made in accordance with these terms and conditions.
- 2.41 Device Switch and Replacement with Screen Replacement Program means the program as described in clause 5.3.
- 2.42 Sales Channel means a shop or channel which is authorized by AIS Group to distribute goods and services.
- 2.43 Tier means the tier outlined for the Registered Device as advised at the time of application for enrolment for the AIS Care+.

### **3. PROVISION OF SERVICES**

AIS Care+ is the provision of the Services to a Customer upon making a Service Request for a Device Switch, a Device Replacement or a Screen Replacement in accordance with these Terms of Service.

### **4. ELIGIBILITY TO APPLY**

- 4.1 To be eligible to apply for the Services, the Customer must:
  - (a) be a subscriber of AIS Group, registering under the name of or represented by a natural person only and not be in default of any mobile service payment obligations to AIS Group.
  - (b) buy a Mobile Device (of the brand and model as designated by MMT only) from Sales Channels as designated from time to time by MMT and use such Mobile Device with the Phone Number.
  - (c) not have been previously rejected or terminated from the Services or service similar to the Services.
  - (d) be domiciled in Thailand and holding either:

- (i) a National ID or
- (ii) in the case the Customer is a foreigner, Foreigner ID and the Customer must be permitted to legally stay in Thailand, which is not a Prohibited ID.

4.2 Open Enrolments (OE) is an offering with varying terms and conditions and notified by MMT from time to time. Unless otherwise specified in each terms and conditions:

- (a) For Mobile Devices older than thirty (30) days, only those Mobile Devices which have successfully completed and deemed by the Service Provider to have passed the Click 2 Protect verification will be accepted for enrolment.
- (b) the Mobile Device intended to be registered for the Service shall be:
  - (i) purchased from Sales Channels or other shops and distribution channels as specified by MMT; and
  - (ii) not older than 180 days old in Device Purchased Period and proof of purchase may be required to be provided to MMT at the time of the enrolment.

## **5. HOW TO ENROLL**

- 5.1 Enroll at all Sales Channels unless otherwise indicated; or,
- 5.2 Press \*534# and call from the registered Phone Number on the day of buying the Device or within other specified period; and,
- 5.3 Select AIS Care+ being Device Switch and Replacement with Screen Replacement Program - being the program providing the Customer with ability to request either: (i) a Device Switch; (ii) a Device Replacement; or (iii) a Screen Replacement subject to Section 11, (Service Limits), of these Terms of Service (the Program).

## **6. START DATE**

The Customer will be enrolled for AIS Care+ from the date that the Customer receives SMS confirming enrolment.

## **7. TERMS AND USE OF SERVICES**

- 7.1 One Customer is eligible to enroll for the Services for up to three (3) Registered Devices per Phone Number. A Registered Device may be enrolled for a maximum period of forty-eight (48) continuous months for Monthly Contract or until the Customer inform of his or her intention to terminate the Service whichever the earlier.
- 7.2 In the case the Customer is a foreigner, such Customer must be in Thailand at the time of requesting a Device Switch or a Device Replacement.
- 7.3 Expiry of Fixed Term Contract: Customers who subscribe to a Fixed Term Contract will automatically be renewed to a Monthly Contract with a maximum period of thirty-six (36) continuous months, unless the Customer notifies the AIS Care+ Providers that the Customer do not desire to continue subscribing for the Services. Customers who are automatically renewed to a Monthly Contract this way will not be charged the AIS Care+ Product Fee for their first month of subscription.
  - (a) A Monthly Contract cannot be changed to the Fixed Term Contract.

- (b) If the Customer is post-paid customer, the new Term will be effective upon the next bill. In the event the Customer is pre-paid customer, the new Term will be in effect immediately.
  - (c) Customers moving from a Fixed Term Contract to the Monthly Contract will carry forward their Section 11 Service Limits as if they had been on the Monthly Contract from enrolment and will not be reset.
- 7.4 In case the Customer temporarily suspends the Phone Number (but for a period not exceeding two (2) successive months) for whatever reason other than a lost SIM card, the Customer will be able to make a Service Request when the temporary suspension of the Phone Number is lifted and the Phone Number is reactivated. If the suspension exceeds two (2) months the Services will be terminated by MMT.
- 7.5 The Customer consents to the AIS Care+ Providers collecting, storing, processing, arranging, accessing, transferring, using and disclosing the Customer's personal information on the Services in Thailand for the purposes of: (i) assessing the Customer's eligibility for enrolment (or continued enrolment) in the Program or use of the Services; (ii) providing the Customer with the Services; (iii) contacting the Customer (directly or indirectly) in connection with the Services; (iv) managing commercial risks and preventing, detecting and investigating suspected illegal activity, fraud or disputes; and (v) creation of an aggregated, non-personally identifiable database of information.
- 7.6 The Customer acknowledges that the Customer has to delete or backup all data from the Registered Device before making a Service Request. The AIS Care+ Providers are not responsible for any data which the Customer leaves on the Registered Device nor for transfer of any data or information between the Registered Device and the AIS Care+ Device. Such data left on the Registered Device or transfer of any data or information is done entirely at the Customer's risk. In the event there is any inconvenience, delay, loss, misappropriation of or damage to any data or information, the Customer agrees not to hold the AIS Care+ Providers responsible or liable for any such loss, delay or damage to the Customer.
- 7.7 The Customer acknowledges that the Customer is responsible for the Customer's own Device passwords (including the Customer's Apple ID). The AIS Care+ Providers are not responsible if the Customer loses or does not have access to any required passwords.
- 7.8 The Customer agrees not to transfer the title (ownership) or possession/control of the Registered Device during the Service term. In case the Customer violates this condition, it shall be deemed that the Customer has illegal intention to use the Service.
- 7.9 In the event of a Service Request for a Device Switch or Device Replacement it is a condition that the title of the original Registered Device will transfer to the Service Provider as at the time the Service Request is completed. In addition, for a Service Request for a Device Switch, the original Registered Device must be returned to the Courier at the time of the switch. The Service Provider reserves the right to cancel the Switch if the original Registered Device is not available to be collected by the Courier at the time of the switch. The Service Provider reserves the right to all civil and criminal claims in order to protect its property interests.

## **8. SERVICE REQUEST FOR DEVICE SWITCH, DEVICE REPLACEMENT OR SCREEN REPLACEMENT**

- 8.1 The Customer requests a Device Switch, Device Replacement or Screen Replacement via the AIS Care+ Call Center or the Website.
- 8.2 The Customer agrees to provide the following information for verification and confirmation of a Customer: (i) Phone Number; (ii) Registered Device IMEI; (iii) first-last name; (iv) address; (v) Copy of National ID or the Foreigner's ID, as applicable, as proof of identity issued by competent authority; and (vi) any other information, including to arrange for a service request confirmation form, as requested by the Service Provider. The Service Provider reserves the right to reject to provide the Services if such Customer provides incorrect or incomplete information.
- 8.3 The Registered Device may not change except for:
- (a) any change made following the Customer's receipt of AIS Care+ Device obtained by a Device Switch or Device Replacement; or
  - (b) any exchange of the Customer's Registered Device in accordance with the conditions of the warranty provided by AIS Group, OEM or the Service Provider for a replacement Mobile Device which is identical to the Registered Device. The Customer must inform the AIS Care+ Providers of such change of the Registered Device immediately via-visiting the AIS Shop or Telewiz Shop to provide details of the replacement Mobile Device, and the Customer must provide proof of the exchange (if it's provided by the OEM) so that the Service Provider can update its records with the IMEI of the new Mobile Device from which time the new Mobile Device is considered as a Registered Device.
  - (c) In the event that the Customer fails to inform of the exchange of such Registered Device pursuant to OEM warranty claim, the Customer will not be able to make a Service Request until the Service Provider has received proof of the exchange.
- 8.4 When the Customer informs of its intention to make a Service Request for a Device Switch or a Device Replacement, the IMEI of the original Registered Device may be restricted to prevent future use.
- 8.5 While making a Service Request for a Device Switch, Device Replacement or Screen Replacement, the Registered Device cannot be the subject of another Service Request for a Device Switch, Device Replacement or Screen Replacement.
- 8.6 The Customer shall have an active Phone Number (which is not subject to suspension) associated with the enrolled Phone Number on AIS Group's network with no outstanding AIS Care+ Product Fee, mobile service bill or any payment with AIS Group. The Registered Device must have been used in association with the Phone Number.
- 8.7 The Service Provider may ask the Customer about the condition of the Registered Device for informational purposes to better facilitate the Services.
- 8.8 For Device Switch or Device Replacement, the Customer shall receive only the AIS Care+ Device and no Device Accessories. In case the battery of the Registered Device cannot be removed from its body, the Customer shall receive the AIS Care+ Device including the battery.

- 8.9 At the time of the Service Request for a Device Switch or a Device Replacement, the Service Provider will indicate to the Customer the Mobile Device it will provide as the AIS Care+ Device.
- 8.10 When the Customer requests a Device Switch or Device Replacement, the Service Provider will endeavor to provide the Customer with a Like-for-Identical AIS Care+ Device. In any case, the Customer will also have the right to choose the following two other options for AIS Care+ Device, if available:
- (a) Like-for-Like
  - (b) Like-for-Similar
- 8.11 The Service Provider, in its sole and absolute discretion, determines which AIS Care+ Devices are available to the Customer as a Like-for-Like and Like-for-Similar option. Mobile Devices made available will belong to the same generation (similar RRP or current market value, have same or similar functionality, be of the same frequency band, similar memory size and be of similar launch date as the originally Registered Device. The selection available to the Customer may vary depending on the moment in which the Service Request is made. In any case, the Customer will not be able to request a model of a higher range and price than those of the Registered Device at the time of its purchase and no option will be provided by the Service Provider to replace the Registered Device with a AIS Care+ Device that is more advanced in generation and / or with superior technical and functional characteristics.
- 8.12 The AIS Care+ Providers will be deemed to have discharged their obligation to provide an AIS Care+ Device to the Customer as long as the Service Provider offers the Customer a Mobile Device to be provided as an AIS Care+ Device in accordance with these Terms of Service.
- 8.13 For Screen Replacement, the Registered Device main screen only will be replaced and returned to the Customer.
- 8.14 If the Service Provider reasonably believes that the Customer is using the Service in a manner which is: (i) fraudulent, illegal or related to any criminal activity; or (ii) intended to make a commercial gain, the Service Provider reserves the right to reject to provide the Services to the Customer.

## **9. TERMS FOR A DEVICE SWITCH**

- 9.1 The Customer's ability to make a Service Request for a Device Switch requires the Customer to be compliant with these Terms of Service.
- 9.2 The Customer is not required to prove the Registered Device is defective or damaged.
- 9.3 The Customer shall receive the AIS Care+ Device with no Device Accessories
- 9.4 In case the Registered Device does not display any of the IMEI(s) matching the Registered Device, the Customer will not be able to request a Device Switch but can request a Device Replacement upon payment of the Replacement Service Fee at the percentage of the Registered Device Price as of Purchase Date as per the table specified in clause 12.5.
- 9.5 The Customer must turn off or remove any personal lock security feature (e.g. 'Find My iPhone', or 'Google' lock) on the Registered Device before returning such

Registered Device to the Courier. If the Customer making a Service Request for a Device Switch (“**Present Request**”) does not turn off the personal lock security feature the Service Provider may: (i) cancel the Present Request; or (ii) upon the Customer’s consent, treat the Present Request as a Service Request for a Device Replacement and charge the Customer the Replacement Service Fee at the percentage of the Registered Device Price as of Purchase Date as per the table specified in clause 12.5, provided that it is within the limits specified in clause 11.1.

- 9.6 The Customer must deliver the original Registered Device with the IMEI matching the original Registered Device to the Courier and agrees that the title to the original Registered Device as well as all rights and benefits, if any, such as a right under the warranty of the OEM, shall be transferred to the Service Providers as from the Acceptance Date. The Customer agrees that the delivery of the AIS Care+ Device is sufficient consideration for the transfer of title (ownership) and other rights in the original Registered Device to the Service Provider and the Service Provider can take any action consistent with the ownership of the original Registered Device including disposing of that device outside of Thailand.
- 9.7 In case the Service Provider (i) receives a Mobile Device which cannot display an IMEI or (ii) finds later that the Customer has returned a Mobile Device other than the Registered Device to the Courier, the Customer must return the Registered Device to the Service Provider, at the Customer’s cost, within seven (7) days of the date of Customer’s receipt of the AIS Care+ Device from Courier. If the Customer fails to do so within such period, the Customer shall pay the Additional Fee.
- 9.8 If the Service Provider finds later that the Registered Device that the Customer tendered to the Courier or returned via the Courier has been subject to Modification, then the Service Provider will at its sole discretion:
- (a) where returned via the Courier, treat the Device Switch as a Device Replacement and charge the Customer the Additional Fee; or
  - (b) where returned via the Courier, return to the Customer at the Customer’s cost the original Registered Device tendered to the Courier. The Customer must also return to the Service Provider the AIS Care+ Device provided as a Device Switch. The Device Switch request will be considered cancelled. The Service Provider will refund to the Customer the Switch Service Fee paid upon receipt of the AIS Care+ Device.
- 9.9 Once the Customer gives the Customer's Mobile Device to the Service Provider, either directly or via the Courier, the Service Provider will not be able to guarantee the return of the Customer’s Mobile Device, any data upon the Customer Mobile Device or the return of any of the Customer’s Device Accessories given with the Mobile Device. In the event that the Customer’s Mobile Device or Device Accessories are given to the Service Provider, and the Service Provider is able to return the Customer’s Mobile Device or Device Accessories, the Customer will bear all of the Service Provider’s costs of returning the Customer’s Mobile Device or Device Accessories.

## **10. TERMS FOR A DEVICE REPLACEMENT**

- 10.1 The Customer's ability to make a Service Request for a Device Replacement requires the Customer to be compliant with these Terms of Service.
- 10.2 The Customer may only make a Service Request for a Device Replacement if the Registered Device is not in the Customer's possession. The Customer is not required to prove the Registered Device is defective, damaged, lost or stolen. The Service Provider may ask the Customer about the condition of the Customer's Registered Device or the reason why the Customer's Registered Device is not available for a Device Switch for informational purposes to best facilitate the provision of Services.
- 10.3 The Customer shall receive the AIS Care+ Device with no Device Accessories.
- 10.4 The Customer agrees that the title to the original Registered Device as well as all rights and benefits, if any, such as a right under the warranty of the manufacturer, shall be transferred to the Service Providers from the Acceptance Date.
- 10.5 The Customer agrees that the delivery of the AIS Care+ Device is sufficient consideration for the transfer of title and other rights in the original Registered Device to the Service Provider.
- 10.6 When the Customer informs of its intention to make a Device Replacement Service Request, the IMEI of the original Registered Device may be restricted to prevent future use.

## **11. LIMITS FOR THE SERVICES**

- 11.1 The Customer is eligible to make Service Requests for a Device Switch, Device Replacement or Screen Replacement as follows:
  - (a) For Fixed Term Contract: During the subscription period, which starts from the Enrolment Date, the Customer may make either:
    - (i) 2 Service Requests each for a Device Switch;
    - (ii) 2 Service Requests each for a Device Replacement;
    - (iii) 1 Service Request for a Device Replacement and 1 Service Request for a Device Switch; and
    - (iv) 1 Service Request for a Screen Replacement on top of the limits specified above for Device Switch and Device Replacement
  - (b) For Monthly Contract: During the subscription period, which starts from the Enrolment Date, the Customer may make on every twelve (12) months rolling period which starts from the Enrolment Date, either:
    - (i) 2 Service Requests each for a Device Switch;
    - (ii) 2 Service Requests each for a Device Replacement;
    - (iii) 1 Service Request for a Device Replacement and 1 Service Request for a Device Switch; and

- (iv) 1 Service Request for a Screen Replacement on top of the limits specified above for Device Switch and Device Replacement

## 12. FEES

- 12.1 The Customer agrees to pay the relevant fee as set out in the schedule below according to the Tier of the Mobile Device and the Term the Customer has enrolled in (“AIS Care+ Product Fee”).

	Device RRP (THB)						
	2,000 – 5,000	5,001- 10,000	10,001 – 20,000	20,001 – 30,000	30,001 – 40,000	40,001 – 60,000	60,001 – 80,000
Monthly Contract Product Fee	49	79	139	169	189	259	559
Fixed Term Contract Product Fee	539	869	1,529	1,859	2,079	2,849	6,149
Screen Replacement Product Fee	Waived						

(all AIS Care+ Product Fees inclusive of prevailing VAT, which is currently at 7%)

- 12.2 AIS Group’s post-paid customer will be charged for the AIS Care+ Product Fee (inclusive of VAT) via mobile service bills. Where the Customer’s Term is the Monthly Contract, if enrolment is made during the billing cycle, the monthly AIS Care+ Product Fee will be charged to the actual days of Service provision from the date the Customer receives an SMS confirming his or her enrolment until the end of the service period or until his or her notice of termination of Monthly Contract is given.
- 12.3 As for pre-paid customer, the AIS Care+ Product Fee (inclusive of VAT) will be charged from top up immediately upon enrolment. In the case that the Customer chooses the Monthly Contract, the AIS Care+ Product Fee will be charged every month.
- 12.4 AIS Care+ Product Fee is not included in the mobile service credit limit.
- 12.5 The Customer agrees to pay the Switch Service Fee or Replacement Service Fee at the rate as fixed and notified by MMT in an introduction letter or other materials that MMT and/or the Service Provider provide to the Customer. Payment will be made directly to the Service Provider at the time the Customer makes a Device Switch or Device Replacement Service Request.
- (a) Switch Service Fee is at 25 percentage of the Registered Device Price as of Purchase Date, inclusive of VAT.
  - (b) Replacement Service Fee is at 42.5 percentage of the Registered Device Price as of Purchase Date, inclusive of VAT.
  - (c) Screen Replacement Service Fee is waived for each Screen Replacement Service Request.
- 12.6 The Service Provider will directly collect from the Customer the Switch Service Fee or Replacement Service Fee as applicable.

### **13. DELIVERY OF AIS CARE+ DEVICE AND SCREEN REPLACEMENT REQUESTS**

- 13.1 After the Service Provider has verified the information from the Customer and found it correct, the Service Provider will deliver the AIS Care+ Device to the Customer via the Courier.
- 13.2 For Screen Replacement Service Requests, the Service Provider will schedule pick up of the Registered Device and arrange such Registered Device to have the main screen replaced and to be delivered to the Customer.
- 13.3 The Courier will deliver the AIS Care+ Device to the Customer only, provided that the Customer is required to present his or her National ID card or Foreigner's ID, as the case may be, or any other evidence issued by government agency proving the Customer's identity. Before or at the time of delivery, the Customer agrees to sign on any service request confirmation form or other documents such as proof of receipt of the AIS Care+ Device as requested by the Service Provider.
- 13.4 The Courier will deliver the AIS Care+ Device or the Registered Device with the replaced screen to the Customer's residential address as registered with MMT for the Services only. The Courier may also deliver the AIS Care+ Device at other premises as specified by the Customer on the Enrolment Date or the premises as specified during the Service Request, provided that such premises shall not be a shopping centre, department store, public transportation terminal, car park, market, public park or other premises similar to these premises.
- 13.5 The Service Provider reserves its right not to deliver to the address specified by the Customer for delivery of the AIS Care+ Device to the Customer as appropriate if the address requested is not the Customer's registered residential address unless the customer has changed the registered address within the authenticated Website.
- 13.6 The Service Provider agrees not to charge the Customer for the delivery of the AIS Care+ Device for the first and the second attempts of delivery if: (i) there is no intended recipient present; or (ii) the recipient is present but the Customer's identity cannot be proved; or (iii) the Customer rejects delivery of the AIS Care+ Device in accordance with clause 13.7. For the third or subsequent attempt of delivery, the Customer agrees to pay to the Service Provider for the delivery of the AIS Care+ Device in cash via the Courier or by credit card to the AIS Care+ Call Center at the rate of THB500 for each additional delivery.
- 13.7 The Customer can only reject delivery of the AIS Care+ Device if the Customer is not satisfied by indicating to the Courier on the spot and not accepting the delivered AIS Care+ Device. The Service Provider will then deliver another AIS Care+ Device for the Customer. Such return of the AIS Care+ Device will not count towards Customer's Section 11 Service Limits and no Switch Service Fee or Replacement Service Fees will be due.

#### **14. WARRANTY FOR AIS CARE+ DEVICE FROM THE SERVICE PROVIDER**

- 14.1 The Customer is entitled to a warranty from the Service Provider for any AIS Care+ Device provided.
- 14.2 Within seven (7) days upon receipt of the AIS Care+ Device, for any defects on the AIS Care+ Device, not limited to manufacturer malfunctions and defects, the Customer may make such warranty claim via the AIS Care+ Call Center. The Service Provider will remedy the defect of the AIS Care+ Device to the Customer in the same manner as a Device Switch or Device Replacement above.
- 14.3 Beyond the seven (7) days mentioned in clause 14.2, for any hardware malfunctions normally covered under OEM warranty occurring on the AIS Care+ Device (excluding physical & water damage), the Customer may claim directly from the Service Provider by contacting the AIS Care+ Call Center.
- 14.4 Where applicable, the Customer is only entitled to make a warranty claim on the AIS Care+ Device after the lapse of fifteen (15) days from the date the Customer has previously requested for the warranty claim.
- 14.5 The Service Provider warranty obligation period for the replacement AIS Care+ Device is twelve (12) months and starts upon the Customer's receipt of the AIS Care+ Device.
- 14.6 For Screen Replacement Service Requests, Customer is entitled to a three (3) month after-repair mechanical warranty only and starts from the date Customer receives back their Mobile Device.
- 14.7 The Customer acknowledges that if it is determined that the Customer has made a warranty claim under clause 14.1 above with respect to the AIS Care+ Device, this will not count towards Customer's limits under the Fixed Term Contract or Monthly Contract and no Service Fees will be due. The Customer acknowledges that if it is determined that the Customer has made an invalid warranty claim under clause 14.2 and 14.3 above or the returned Mobile Device has no malfunction or defect, either the Mobile Device will be returned to the Customer, or the Customer will be charged a Switch Service Fee and such Switch will count towards Customer's limits. The Customer acknowledges that the Customer's future warranty claims may be rejected if the Customer has previously made any invalid warranty claims under clause warranty claims under clause 14.2 and 14.3 above. In any cases, the Mobile Device provided under a warranty claim will be based on the specifications of the AIS Care+ Device.
- 14.8 The Customer may exercise the right to make a warranty claim for the AIS Care+ Device if the Customer has no outstanding Service Fees and payment for the AIS Care+ Product Fee.

#### **15. TERMINATION BY CUSTOMER**

- 15.1 The Customer on a Monthly Contract is entitled to terminate the Service by giving notice of his or her intention at least thirty (30) days in advance via AIS Care+ Call Center. Once a Customer has so terminated, the Customer cannot re-apply for the Service with the same Registered Device with the corresponding matching IMEI.
- 15.2 Despite the termination of the Services, the Customer is still obliged to pay the Fee incurred before the date of termination in full even if the Service has been terminated.

## **16. REJECTION OF SERVICE PROVISION**

The AIS Care+ Providers are entitled to reject to provide the Services promptly for the following reasons:

- 16.1 Where, in the case of a Screen Replacement Service Request, upon assessment, the breakage is deemed beyond the Mobile Device's main screen.
- 16.2 When it appears that the Customer's name is shown in the system as having outstanding payment for the AIS Care+ Product Fee and/or mobile service bill of AIS Group. In the case of pre-paid customers, if the top up is not sufficient for AIS Care+ Product Fees within fifteen (15) days when it falls due.
- 16.3 When it appears that the Customer's Phone Number was or is suspended due to one of the reasons in Section 17.
- 16.4 When it appears that the Customer's Phone number was or is terminated by AIS Group due to one of the reasons in Section 17.
- 16.5 When the Service Provider reasonably believes that the Customer has: (i) illegal intention to enroll for or use the Services; (ii) intention to use the Services in a manner which is fraudulent or related to any criminal activity; or (iii) intention to make a commercial gain from the Services.
- 16.6 When the Customer's qualifications or the use of Services are not in compliance with these Terms of Service.
- 16.7 When one of the following information given by the Customer: (i) Phone Number; (ii) Registered Device IMEI; (iii) first-last name; (iv) address; (v) copy of National ID or the Foreigner's ID, as applicable, as proof of identity issued by competent authority; or (vi) any other information, including service request confirmation forms, as requested by the Service Provider, is either incorrect according to the AIS Care+ Providers' records or is not provided to the Service Provider's satisfaction.
- 16.8 When the Service Provider found, upon verification, that IMEI of the Registered Device does not correspond to IMEI recorded by MMT.
- 16.9 When the Registered Device has not been active with the associated Phone Number.
- 16.10 The Service Provider reasonably believes that the Customer has transferred the title to the Registered Device or Phone Number to another person except for legacy.

## **17. TERMINATION**

The AIS Care+ Providers are entitled to terminate the Services in the following events:

- 17.1 The Customer's death, bankruptcy, or inability to pay debts as they fall due;
- 17.2 The Customer defaults on payment for AIS Care+ Product Fee by due date, or in the case of pre-paid Customers, if the top up is not sufficient for AIS Care+ Product Fees;
- 17.3 The Customer defaults on payment for mobile service bill by due date as specified in a bill for two (2) consecutive times;
- 17.4 The Service Provider has reasonable ground to believe that the Customer uses the Services or mobile service in a fraudulent manner, or in a way that may adversely

impact the AIS Care+ Providers' reputation, or illegally uses the Services or mobile service or breaches these Terms of Service or any other terms of the AIS Care+ Providers or uses the Services for commercial gain;

- 17.5 The AIS Care+ Providers cannot provide the Services for the cause beyond the AIS Care+ Providers' control;
- 17.6 The Services are terminated by provisions of law;
- 17.7 The Customer has breached any of these Terms of Service;
- 17.8 The Customer has provided incorrect, false, or incomplete information;
- 17.9 The Customer has ported their Phone Number from AIS Group's network or terminated his or her Phone Number;
- 17.10 The Customer's Phone Number has been suspended for more than sixty (60) days as set out in clause 7.5 above;
- 17.11 The Customer's Phone Number has been terminated by the Customer or AIS Group;
- 17.12 The Service Provider reasonably believes that the Customer has transferred title to the Registered Device or Phone Number to another person;
- 17.13 The Service Provider finds later that the Registered Device has been subject to Modification;
- 17.14 The Customer fails to return the AIS Care+ Device in contravention of clauses 9.5 and 9.6;
- 17.15 The Customer fails to provide any additional information reasonably requested by the Service Provider including in the form of a signed declaration or acknowledgment;
- 17.16 If the AIS Care+ Providers are required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority which resulted in the AIS Care+ Providers having to stop or terminate the Services;
- 17.17 The Customer fails to renew the relevant Term within a specific period set forth by MMT and/or the Service Provider when such Term has ended;
- 17.18 The Customer who enrolls while being a post-paid customer converts to pre-paid customer during the period of the relevant Term or
- 17.19 For any other reason at the AIS Care+ Providers' discretion.

## **18. OTHERS**

- 18.1 MMT reserves its right to change and amend these Terms of Service, or withdraw the Services by giving the Customer a prior notice through the Website which the Customer will be deemed to accept.
- 18.2 Any provision of these Terms of Service which becomes illegal or unenforceable shall be deemed void only on the illegal or unenforceable part without impact on other provisions which shall remain valid.

- 18.3 If the Services or service similar to the Services where the Service Provider is the service provider have been terminated for a Registered Device by the AIS Care+ Providers: (i) the Services cannot be reactivated for that Registered Device; and (ii) the Customer may not be allowed to enroll for the Services with any other Mobile Device.
- 18.4 If AIS Care+ Providers introduce new services and the Customer is on a Monthly Contract, the Customer may be entitled to subscribe to such services (at an additional cost) by contacting the AIS Care+ Call Center. The Customer shall pay the service charges subject to the new service accordingly. The Services in general are subject to events beyond AIS Care+ Providers' reasonable control. If such events occur, the Services may be temporarily suspended and any pending Service Requests may be suspended by MMT until the events do not exist provided that MMT shall notify the Customer of such suspension in advance.
- 18.5 Apart from these Terms of Service, the AIS Care+ Providers expressly and to the fullest extent permitted by law disclaim all warranties of any kind, whether: (i) express; (ii) implied; or (iii) statutory, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The AIS Care+ Providers will, to the fullest extent permitted by law, not be responsible for any loss or damage caused to Customer because of the actions of any employee or any person or representative of the AIS Care+ Providers who acts beyond their authority. The AIS Care+ Providers shall, to the fullest extent permitted by law, not be liable for any direct or indirect loss or damage caused to Customer in respect of any matter howsoever arising in connection with the provision or Customer's use of the Services. Customer agrees to defend, indemnify and hold faultless the AIS Care+ Providers, their associates and their directors, officers, successors and assigns, from and against any and all liabilities, damages, losses, costs and expenses caused by or arising out of Customer's use of the Services.
- 18.6 Without prejudice to the generality of the preceding statements, under no circumstances will the AIS Care+ Providers be liable for any indirect, consequential, special damages arising out of or in connection with the provision or Customer's use of the Services. The AIS Care+ Providers' aggregate liability to the Customer (whether based in contract, negligence, strict liability, statute or other theory of liability) will not exceed: (i) if the Customer are paying a monthly AIS Care+ Product Fee, the monthly AIS Care+ Product Fees paid by the Customer during the two (2) months prior to the event giving rise to the claim; or (ii) if the Customer is on a Fixed Term Contract, one sixth of the Customer's AIS Care+ Product Fee.
- 18.7 These Terms of Service will be governed by and construed in accordance with the laws of the Kingdom of Thailand. Most of Customer's concerns or questions about the Services can be addressed via the AIS Care+ Call Center or the Website. For any dispute with the AIS Care+ Providers, Customer agrees to first contact AIS Care+ Providers and attempt to resolve the dispute with AIS Care+ Providers informally.
- 18.8 MMT may from time to time offer promotions relating to all or any of the Services. Any such promotions shall be governed by the terms and conditions attached thereto by MMT, and by these Terms of Service to the extent that the promotion's terms and conditions are silent. In the event of any conflicts between a promotion's terms and conditions and these Terms of Service, the promotion's terms and conditions shall prevail.

ข้อกำหนดการให้บริการนี้เป็นข้อกำหนดระหว่างผู้ให้บริการและผู้ใช้บริการสำหรับบริการการจัดส่งภายในระยะเวลาที่กำหนด  
บริการการจัดส่งภายในระยะเวลาที่กำหนดสำหรับผู้ให้บริการ AIS Care+

This is the terms of service between Service Provider and Customers for Service Delivery Guarantee  
**Service Delivery Guarantee for Customers of AIS Care+**

ผู้ให้บริการมุ่งมั่นที่จะมอบรูปแบบการดำเนินชีวิตแบบดิจิทัลอย่างต่อเนื่อง เราเข้าใจว่าการใช้อุปกรณ์โทรศัพท์เคลื่อนที่เป็นส่วนสำคัญในชีวิตประจำวันของท่าน เราให้คำมั่นว่าจะให้บริการที่เรียบง่ายด้วย **Mobile Device Switch and Device Replacement and Screen Replacement services** ภายในระยะเวลาที่กำหนด และหากเราไม่สามารถปฏิบัติตามคำมั่นของเราได้ ท่านมีสิทธิขอรับเงินทดแทนการบริการที่ล่าช้าตามข้อกำหนดและเงื่อนไขดังต่อไปนี้

The Service Provider is committed to providing you with an uninterrupted digital lifestyle. We understand having a working Mobile Device is an essential part of your day-to-day life. We commit to providing a hassle-free, door-to-door **Mobile Device Switch and Device Replacement and Screen Replacement services within a guaranteed service time** and if we don't, you shall be entitled to relief as described below.

## 1. รับประกันระยะเวลาจัดส่ง

1.1 ระยะเวลาในการจัดส่งจะแตกต่างกันขึ้นอยู่กับสถานที่ที่เราเข้ารับ และ/หรือ ส่งอุปกรณ์โทรศัพท์เคลื่อนที่ของท่าน การรับประกันระยะเวลาการจัดส่งในแต่ละพื้นที่เป็นไปตามที่กำหนดในเอกสารแนบท้าย 1 ซึ่งระยะเวลาดังกล่าวอาจเปลี่ยนแปลงได้ขึ้นอยู่กับดุลยพินิจของผู้ให้บริการแต่เพียงผู้เดียว

1.2 การรับประกันระยะเวลาการจัดส่งเริ่มคำนวณจาก:

- สำหรับบริการ Device Switch และ Device Replacement เมื่อเวลาที่ผู้ให้บริการได้รับคำขอใช้บริการ และท่านได้ชำระค่าบริการสำหรับคำขอใช้บริการนั้นครบถ้วนแล้ว ("Service Request Acceptance Time") จนถึงเวลาที่เราส่งอุปกรณ์โทรศัพท์เคลื่อนที่คืนให้กับท่าน ("Delivery Time")
- สำหรับบริการ Screen Replacement เมื่อเวลาที่ผู้ให้บริการเข้ารับอุปกรณ์โทรศัพท์เคลื่อนที่ของท่าน ("Pick-up Time") จนถึงเวลาที่เราส่งอุปกรณ์โทรศัพท์เคลื่อนที่ที่เปลี่ยนหน้าจอเรียบร้อยแล้วคืนให้กับท่าน ("Pick-up and Delivery Time")
- ระยะเวลาในการจัดส่งจะถูกพิจารณาเฉพาะการจัดส่งครั้งแรกสำหรับคำขอใช้บริการครั้งหนึ่งครั้งใดเท่านั้นไม่ว่าการจัดส่งดังกล่าวจะสำเร็จหรือไม่ก็ตาม เว้นแต่กรณีการจัดส่งไม่สำเร็จตามที่กำหนดในข้อ 2.5 (ข) และ (ค) ด้านล่างโดยท่านไม่อาจขอรับเงินทดแทนได้

1.3 ในกรณีที่สถานที่จัดส่งอุปกรณ์โทรศัพท์เคลื่อนที่แตกต่างจากสถานที่ที่เข้ารับอุปกรณ์โทรศัพท์เคลื่อนที่ ระยะเวลารับประกันการจัดส่งจะขึ้นอยู่กับสถานที่ที่เข้ารับ หรือสถานที่จัดส่ง แล้วแต่ระยะเวลาใดจะนานกว่า

## 1. Guaranteed service delivery time

1.1 The service delivery time varies based on the location we collect and/or deliver your Mobile Device. The guaranteed service delivery time for different locations is set out in Appendix 1, is not definite and is subject to revision in the sole and absolute discretion of the Service Provider.

1.2 The guaranteed service delivery time is reckoned from the time when:

- Device Switch and Device Replacement: Service Request is accepted by the Service Provider and your successful payment of Service Fee for that request ("Service Request Acceptance Time") to the time we deliver the Mobile Device to you ("Delivery Time").
- Screen Replacement: The Service Provider collects your Mobile Device ("Pick-up Time") to the time we deliver the Mobile Device with replaced main screen back to your possession ("Pick-up and Delivery Time").
- The Delivery Time takes into account only the first delivery attempt of each request, whether successful or not, except if the unsuccessful attempt is due to Clause 2.5 (b) and (c) stated hereunder where you will not be entitled to the relief.

1.3 If the delivery location of the Mobile Device is different from the collection location, the guaranteed service delivery time shall be subject to the period to the collection location or the period to the delivery location whichever is longer.

1.4 ค่าขอใช้บริการที่ส่งให้เราก่อนเวลา 14.00 น. ของทุกวันจะถูกดำเนินการภายในวันทำการเดียวกัน และค่าขอใช้บริการที่ส่งให้เราภายหลังเวลา 14.00 น. จะถูกดำเนินการภายในวันทำการถัดไป<sup>1</sup>

1.4 The cut-off time for service requests to be processed within the same day is 2.00 p.m. daily and service requests received after 2.00 p.m. will be processed on the next business day<sup>1</sup>.

## 2. ข้อกำหนดและเงื่อนไข

## 2. Terms and conditions

2.1 หากเราไม่สามารถส่งมอบบริการภายในระยะเวลาที่กำหนด ท่านมีสิทธิขอรับเงินทดแทนการบริการที่ล่าช้าในอัตราเท่ากับ AIS Care+ Product Fee และ Switch Service Fee หรือ Replacement Service Fee ที่ท่านชำระแล้ว แล้วแต่กรณีสัญญา ในกรณีที่ท่านชำระค่าบริการรายเดือน ท่านมีสิทธิได้รับเงินทดแทนการบริการที่ล่าช้าเท่ากับมูลค่ารวมของค่าบริการรายเดือนที่ท่านชำระโดยมูลค่าสูงสุดไม่เกินสิบสอง (12) เดือน<sup>2</sup>

2.1 If we fail to deliver our service within the guaranteed time, you shall be entitled to relief, which sum shall be equivalent to the amount of the AIS Care+ Product Fee and Switch Service Fee or Replacement Service Fee, whichever applicable which you have paid for Care+. If you pay for the service monthly, you shall be entitled to the aggregate sum of Monthly Contract Product Fee which you have paid up to a maximum of twelve (12) payments.<sup>2</sup>

2.2 บริการการรับประกันระยะเวลาการจัดส่งไม่รวมถึงกรณีดังต่อไปนี้

2.2 This service delivery guarantee is not applicable:

- (ก) ท่านเลือกเข้ารับบริการด้วยตัวเอง ณ ศูนย์บริการสำหรับค่าขอใช้บริการ Screen Replacement
- (ข) ท่านเลือกกำหนดเวลาจัดส่งเอง
- (ค) ค่าขอใช้บริการของท่านถูกยกเลิก (เช่น ค่าขอใช้บริการ Screen Replacement ถูกยกเลิก เนื่องจากมีความเสียหายมากกว่าหน้าจอ

- (a) if you select an option for “Walk-in” for Screen Replacement Service Request
- (b) if you select a preferred delivery window
- (c) if your service request is cancelled (e.g. a cancelled Screen Replacement service request if it is assessed that the breakage is beyond screen replacement)

2.3 ระยะเวลาในการตรวจสอบค่าขอใช้บริการให้เป็นไปตามวันและเวลาตามที่ระบุในระบบของผู้ให้บริการ

2.3 The time of verification of the service request is validated based on the Service provider’s system time stamp.

2.4 เงินทดแทนการบริการที่ล่าช้าจะถูกโอนเข้าบัญชีธนาคารของท่านทางอิเล็กทรอนิกส์<sup>3</sup> หรือวิธีการอื่นตามที่ผู้ให้บริการกำหนด โดยผู้ให้บริการเป็นผู้พิจารณาจำนวนเงินทดแทนดังกล่าวแต่เพียงผู้เดียว ทั้งนี้ ท่านต้องรับผิดชอบในภาระภาษีใดๆ ที่อาจเกิดขึ้นจากเงินทดแทนข้างต้นแต่เพียงผู้เดียว

2.4 The relief shall be given through an electronic bank-to-bank fund transfer<sup>3</sup>, or other methods as determined by the Service Provider, the amount of which shall be determined solely by the Service Provider. You shall be solely responsible for any tax obligations which may arise from the said relief.

2.5 ท่านไม่มีสิทธิขอรับเงินทดแทนการบริการที่ล่าช้าในกรณีหนึ่งกรณีใดดังต่อไปนี้

2.5 You are not entitled to the relief from bolttech:

<sup>1</sup> ผู้ให้บริการกำหนดให้วันทำการ หมายถึง วันจันทร์ - วันอาทิตย์ เวลา 8.00 น. - 23.59 น. ยกเว้นวันหยุดนักขัตฤกษ์

The Service Provider defines business days as Monday to Sunday 8:00 a.m. to 11:59 p.m., excluding public holidays.

<sup>2</sup> อัตราค่าบริการรายเดือนเป็นไปตามที่ปรากฏในข้อความยืนยันการสมัครใช้บริการ (SMS)

The amount of Monthly Contract Product Fee is as shown in the enrolment confirmation SMS

<sup>3</sup> ท่านต้องให้ข้อมูลรายละเอียดบัญชีธนาคารภายในประเทศไทยของท่าน

You will be required to provide your Thailand-based bank account details.

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|--|---|
| <p>(ก) กรณีที่ท่านไม่ส่งคำขอรับเงินทดแทนการบริการที่ล่าช้าภายในสิบห้า (15) วัน นับแต่วันที่ท่านได้รับอุปกรณ์โทรศัพท์เคลื่อนที่</p> <p>(ข) กรณีไม่สามารถรับประกันระยะเวลาจัดส่งเนื่องจากความผิดพลาด หรือความประมาทเลินเล่อของท่าน (เช่น ความล่าช้าในการเข้ารับและ/หรือ การจัดส่งอุปกรณ์โทรศัพท์เคลื่อนที่)</p> <p>(ค) กรณีที่เกิดเหตุสุดวิสัย</p> | <p>(a) if you failed to submit your request for the relief within fifteen (15) days from the date of your receipt of your Mobile Device;</p> <p>(b) where the guaranteed service delivery time is not met due to the fault or negligence on your part (e.g. delaying pick up and/or delivery of the Mobile Device); or</p> <p>(c) in the event of <b>force majeure</b><sup>4</sup>.</p> |
|--|---|

โปรดดูรายละเอียดเพิ่มเติมในข้อกำหนดและเงื่อนไขในการให้บริการแพ็คเกจของท่านสำหรับสิทธิต่างๆ ที่ท่านมี รวมถึงขั้นตอนการส่งคำขอใช้บริการ

Please refer to the Terms of Service of your service package for complete details and the applicable terms and conditions of the services you are entitled to, including the steps to file a service request.

<sup>4</sup> **เหตุสุดวิสัย** หมายถึง เหตุการณ์ใดๆ ที่ส่งผลกระทบต่อการใช้บริการที่ตามมาตรา 30 ของสัญญาฉบับนี้ ซึ่งอยู่นอกเหนือความควบคุมของผู้ให้บริการ เช่น สภาพอากาศที่รุนแรงผิดปกติ แผ่นดินไหว โรคระบาด หรือภัยพิบัติทางธรรมชาติอื่นใด สงคราม การก่อจลาจล การก่อการร้าย ความวุ่นวายภายในประเทศ และกรณีหน่วยงานของรัฐ (รวมถึงศาล) ออกประกาศ ข้อบังคับ หรือกฎใดๆ ห้ามมิให้ผู้ให้บริการปฏิบัติตามข้อกำหนดในการให้บริการในประเทศไทย

**Force majeure** means any event affecting the performance of the commitment arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of bolttech, such as any abnormally inclement weather, flood, earthquake, epidemic or other. natural physical disaster, war, riot, terrorist action, civil commotion, and any legislation/regulation/ruling issued by Government Authority (including a judicial body) in Thailand which prohibits the performance of this commitment.

เอกสารแนบท้าย 1 ของข้อกำหนดและเงื่อนไขในการให้บริการการจัดส่งภายในระยะเวลาที่กำหนด  
**Appendix 1 of the Terms of Service for Service Delivery Guarantee**

ระยะเวลารับประกันการจัดส่ง – การเปลี่ยนเครื่อง/ การรับเครื่องทดแทน

Guaranteed Delivery Time – Device Switch/ Device Replacement

Tier	ระยะเวลารับประกันการจัดส่งสำหรับการเปลี่ยนเครื่อง หรือการรับเครื่องทดแทนคำนวณจากเวลาที่ได้รับคำขอรับบริการ (เฉพาะวันทำการเท่านั้น)  Guaranteed Delivery Time for Device Switch or Device Replacement from Service Request Acceptance Time (Business days)	พื้นที่ให้บริการเข้ารับ / จัดส่งอุปกรณ์โทรศัพท์เคลื่อนที่  Location of Collection / Delivery of Mobile Device
1	6 ชั่วโมง  6 hours	กรุงเทพมหานคร • สมุทรปราการ • นนทบุรี • ปทุมธานี • มหาชัย • ศาลายา  Bangkok • Samut Prakan • Nonthaburi • Patumthani • Mahachai area • Salaya area
2	1 วัน  1 day	นครปฐม • นครนายก • สมุทรสาคร • สมุทรสงคราม • ฉะเชิงเทรา • สระบุรี • พระนครศรีอยุธยา  Nakhon Pathom • Nakhon Nayok • Samut Sakhon • Samut Songkhram • Chachoengsao • Saraburi • Ayutthaya
3	2 วัน  2 days	นครราชสีมา • ราชบุรี • ชลบุรี • ระยอง • เพชรบุรี • ประจวบคีรีขันธ์ • ลพบุรี • สิงห์บุรี • ชัยนาท • นครสวรรค์ • อุทัยธานี • สุพรรณบุรี • อ่างทอง • เชียงใหม่ • ลำพูน • พิษณุโลก • ขอนแก่น • ลำปาง • เชียงราย • สุโขทัย • กำแพงเพชร • พิจิตร • เพชรบูรณ์ • กาญจนบุรี • อุตรธานี • สกลนคร • อุบลราชธานี • พังงา • ภูเก็ต • กระบี่ • นครศรีธรรมราช • พัทลุง • สตูล • พะเยา • น่าน • แพร่ • ตาก • อุตรดิตถ์ • เลย • หนองคาย • บึงกาฬ • นครพนม • มุกดาหาร • กาฬสินธุ์ • อานาจเจริญ • ยโสธร • ร้อยเอ็ด • มหาสารคาม • ศรีสะเกษ • สุรินทร์ • บุรีรัมย์ • สระแก้ว • ปราจีนบุรี • จันทบุรี • ตราด • ชุมพร • ระนอง • ตรัง • หนองบัวลำภู • ชัยภูมิ • สงขลา • สุราษฎร์ธานี  Nakhon Ratchasima • Ratchaburi • Chonburi • Rayong • Pechatburi • Prachuap Khiri Khan • Lopburi • Singburi • Chai Nat • Nakhon Sawan • Uthai Thani • Suphan Buri • Ang Thong • Chiangmai • Lamphun • Phitsanulok • Khon Kaen • Lampang • Chiangrai • Sukhothai • Kamphaeng Phet • Phichit • Phetchabun • Kanchanaburi • Udon Thani • Sakon Nakhon • Ubon Ratchathani • Phangnga • Phuket • Krabi • Nakhon Si Thammarat • Phatthalung • Satun • Phayao • Nan • Phrae • Tak • Uttaradit • Loei • Nong Khai • Bueng Kan • Nakhon Phanom • Mukdahan • Kalasin • Amnatcharoen • Yasothon • Roi Et • Maha Sarakham

		<ul style="list-style-type: none"> <li>Sisaket • Surin • Buriram • Sa Kaeo • Prachinburi • Chanthaburi • Trat</li> <li>Chumphon • Ranong • Trang • Nong Bua Lamphu • Chaiyaphum • Songkhla • Surat Thani</li> </ul>
4	<p>5 วัน</p> <p>5 days</p>	<p>แม่ฮ่องสอน • ยะลา • ปัตตานี • นราธิวาส • เกาะต่างๆ (เกาะสมุย เกาะพะงัน เกาะเต่า เกาะช้าง เป็นต้น)</p> <p>Mae Hong Son • Yala • Pattani • Naratiwat • All island areas (Koh Samui, Koh Phangan, Koh Tao, Koh Chang, etc)</p>

ระยะเวลารับประกันการจัดส่ง - การเปลี่ยนหน้าจอ  
 Guaranteed Delivery Time – Screen Replacement

Tier	ระยะเวลารับประกันการจัดส่งสำหรับการเปลี่ยนหน้าจอคำนวณจากเวลาที่เข้ารับอุปกรณ์โทรศัพท์เคลื่อนที่ (เฉพาะวันทำการเท่านั้น) หมายเหตุ ไม่รวมกรณีการติดต่อ ณ ศูนย์บริการ	พื้นที่ให้บริการเข้ารับ / จัดส่งอุปกรณ์โทรศัพท์เคลื่อนที่
	Guaranteed Pick-up and Delivery Time for Screen Replacement from Mobile Device Pick-up Time (Business days) Note: Excludes Walk-in Services	Location of Collection / Delivery Of Mobile Device
1	<p>1 วัน</p> <p>1 day</p>	<p>กรุงเทพมหานคร • สมุทรปราการ • นนทบุรี • ปทุมธานี • มหาชัย • ศาลายา • นครปฐม • สมุทรสาคร • สมุทรสงคราม</p> <p>Bangkok • Samut Prakan • Nonthaburi • Patumthani • Mahachai area • Salaya area • Nakhon Pathom • Samut Sakhon • Samut Songkhram</p>
2	<p>2 วัน</p> <p>2 days</p>	<p>ภูเก็ต • ลำปาง • นครสวรรค์ • อุตรดิตถ์ • สกลนคร • ประจวบคีรีขันธ์ • นครศรีธรรมราช • ชลบุรี • ระยอง • สุราษฎร์ธานี • สงขลา • เชียงใหม่ • เชียงราย • พิษณุโลก • ขอนแก่น • พระนครศรีอยุธยา • นครราชสีมา</p> <p>Phuket • Lampang • Nakhon Sawan • Udon Thani • Sakon Nakhon • Prachuap Khiri Khan • Nakhon Si Thammarat • Chonburi • Rayong • Surat Thani • Songkhla • Chiangmai • Chiangrai • Phitsanulok • Khon Kaen • Ayutthaya • Nakhon Ratchasima</p>

3	<p>4 วัน</p> <p>4 days</p>	<p>ราชบุรี • ลำพูน • นครนายก • สุโขทัย • กำแพงเพชร • พิจิตร • เพชรบูรณ์ • อุทัยธานี • ลพบุรี • สิงห์บุรี • ชัยนาท • กาญจนบุรี • สุพรรณบุรี • อ่างทอง • อุบลราชธานี • เพชรบุรี • พังงา • กระบี่ • พัทลุง • สตูล • พะเยา • น่าน • แพร่ • ตาก • อุตรดิตถ์ • เลย • หนองคาย • บึงกาฬ • นครพนม • มุกดาหาร • กาฬสินธุ์ • อำนาจเจริญ • ยโสธร • ร้อยเอ็ด • มหาสารคาม • ศรีสะเกษ • สุรินทร์ • บุรีรัมย์ • สระแก้ว • ปราจีนบุรี • จันทบุรี • ตราด • ชุมพร • ระนอง • ตรัง • หนองบัวลำพู • ชัยภูมิ • ฉะเชิงเทรา • สระบุรี</p> <p>Ratchaburi • Lamphun • Nakhon Nayok • Sukhothai • Kamphaeng Phet • Phichit • Phetchabun • Uthai Thani • Lopburi • Singburi • Chai Nat • Kanchanaburi • Suphan Buri • Ang Thong • Ubon Ratchathani • Phetchaburi • Phangnga • Krabi • Phatthalung • Satun • Phayao • Nan • Phrae • Tak • Uttaradit • Loei • Nong Khai • Bueng Kan • Nakhon Phanom • Mukdahan • Kalasin • Amnat Charoen • Yasothorn • Roi Et • Maha Sarakham • Sisaket • Surin • Buriram • Sa Kaeo • Prachinburi • Chanthaburi • Trat • Chumphon • Ranong • Trang • Nong Bua Lamphu • Chaiyaphum • Chachoengsao • Saraburi</p>
4	<p>7 วัน</p> <p>7 days</p>	<p>แม่ฮ่องสอน • ยะลา • ปัตตานี • นราธิวาส • เกาะต่างๆ (เกาะสมุย เกาะพะงัน เกาะเต่า เกาะช้าง เป็นต้น)</p> <p>Mae Hong Son • Yala • Pattani • Naratiwat • All Island areas (Koh Samui, Koh Phangan, Koh Tao, Koh Chang, etc)</p>

# Privacy Policy

## **1. Introduction**

Bolttech Device Protection (Thailand) Limited ('bolttech', 'we', 'us' or 'our') cares about your privacy and is fully committed to protect the privacy of your personal data.

This Privacy Policy covers how we deal with your personal data and gives you detailed information on how, what, when, and why we collect, use, disclose, transfer or process your personal data, what steps we take to ensure your personal data stays private and secure, how long we retain your personal data, how you can contact us, and your rights under the Personal Data Protection Act B.E. 2562, also known as the PDPA.

Please take a moment to read our Privacy Policy to understand more about your rights to the personal data that you have given to us. This Privacy Policy is subject to change at any time while our relationship with you continues; so, you should come back and read this Privacy Policy from time to time. If there is any significant change to our Privacy Policy which may affect the rights to your personal data, we will inform you without delay.

## **2. What personal data we collect from you**

Your personal data means any information relating to you that can identify you, whether directly or indirectly, from that data alone or in a combination with other identifiers we possess or can reasonably access, except information about the deceased. The types of personal data we collect will depend on the scope of services and/or type of products that you are interested in and we provide to you.

Depending on the type of products or services you select or your relationship with us, bolttech may collect and hold the following personal data:

- Details about you, such as name, surname, gender, date of birth, educational background, occupation, marital status and nationality
- Contact details, such as your name, home address, email address, phone number and social media accounts
- Identification and authentication details, such as identification card number, passport number, driving license number, photo and CCTV footage
- Financial details, such as your payments, credit card numbers and bank account details
- Results of any credit or background checks we have made on you
- Your employment information and salary
- The names and addresses of your dependents or beneficiaries
- Information about how you use our website, apps or other technology, including IP addresses and device information
- Cookies ID
- Network and device data such as brand, make, model, specification, Internet Mobile Equipment Identity (IMEI) number and electronic information of your device, your browsing behaviours, personal interests and preferences, facial image and voice recording (for our customer service calls)
- Personal Data needed for marketing preference and participation in surveys, promotional offers, competitions and contest
- Information needed for service request processing and handling
- Information needed to process any communication with you such as customer service, complaints, feedbacks and suggestions
- Information needed for post-sales service or after-sales maintenance, if any Information needed to notify you about benefits, changes or upgrades to our products and services
- Other information that you give us

In addition, we may also collect and hold your sensitive data such as:

- Health or medical information
- Racial or ethnic origin
- Sexual preferences or practices
- Membership of political, professional or trade associations
- Criminal records
- Religious or philosophical beliefs
- Genetic data; and
- Biometric data.

If you do not or are unable or decline to provide certain personal data or consent us to collect, use, and disclose certain personal data which is necessary for us to make a relationship with you or provide our services and/or products to you, we may not be able to stay in contact with you, enter into a contract with you or perform our obligations resulting from a contract entered with you.

### **3. Why and how we collect, use and disclose your personal data**

We only collect, use, disclose or process your personal data by fair and lawful means to the extent necessary for the specific purposes. We have also set out some lawful reasons why we may process your personal data. These depend on what kind of personal data we are processing.

We normally process personal data it is required or allowed by any law that applies (legal compliance), to provide the services/products set out in a contract (contracts), if it is necessary to prevent danger to a person's life, body and health (vital interests), if it is in our legitimate interests (legitimate interest) or we have your permission (consent).

For more information about this and the reasons we may need to process your personal data, please see below.

#### 1) Legal compliance

We will rely on the purpose of legal compliance in which the processing of your personal data is necessary for compliance with a legal obligation to which we are subject.

#### 2) Contracts

We will rely on the purpose of contracts in which the processing of your personal data is necessary for the performance of a contract to which you are a party or in order to take steps at your request before entering into a contract.

We will process your personal data in accordance with the agreement between you and us, and for the following reasons:

- a. Providing services and products to you, and administering, implementing, maintaining, managing and operating such services and products, including but not limited to insurance, financial and other products;
- b. Processing, assessing, and determining any applications or requests made by you in connection with our services or products, issuing or arranging insurance contracts and maintaining your account with us;
- c. Creating and maintaining bolttech's credit and risk related models;

- d. Processing and implementing payment instructions;
- e. Determining any amount of indebtedness owed to or by you and collecting and recovering any amount due from you or any person who has provided any security or undertaking for your liabilities;
- f. Process your refunds in accordance with the relevant terms and conditions of the products;
- g. Provide you with supporting services and functions related to the products you purchased such as product or service notification;
- h. Communicate with you in relation to: (i) your queries, requests and feedback; (ii) material changes to our Privacy Policy or other terms and conditions; and (iii) matters relating to the products you have purchased;
- f. Exercising any rights that we may have in connection with the services and/or products provided to you; and
- g. Any purposes in connection with any claims made by or against or otherwise involving you in respect of any services and/or products provided by us, including but not limited to making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims.

### 3) Vital interests

We will rely on the purpose of vital interests where the processing of your personal data is necessary to prevent or avoid danger to a person's life, body or health.

### 4) Legitimate interests

We may rely on the purpose of legitimate interests pursued by us or by a third party which require us to process your personal data, except where the interests are overridden by your interests or fundamental rights and freedoms. Considering your interests, rights and freedoms, legitimate interests which allow us to process your personal data include:

- a. Complying with obligations, policies or procedures for sharing data and information within bolttech and/or other use of data and information in accordance with bolttech programmes to comply with sanctions or to prevent or detect money laundering, terrorist financing, fraud or other crimes and unlawful activities.;
- b. Meeting any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities, and self-regulatory or industry bodies such as federations or associations of insurers in Thailand or any other jurisdictions; and
- c. Ensure security and business continuity.

### 5) Consent

Apart from the above lawful bases, we may process your personal data with your consent. We will only ask for your consent if there is no other lawful basis to process your personal data, especially, in the case where our processing activities have potential impact on your sensitive personal data. If we need to ask for your consent, we will make it clear what we are asking for and ask you to confirm your choice to give us that consent. If we cannot provide a product and/or service without your consent to process your personal data, we will make this clear when we ask for your consent.

We may request your consent to process your personal data for the following purposes.

- a. Performing policy review and needs analysis (whether or not on a regular basis)
- b. Operating, maintaining and providing subsequent services in relation to the applications for services and/or products;
- c. Verifying and conducting any eligibility, credit, physical, medical, security, underwriting and/or identity checks for the provision of services or products;
- d. Identifying and providing you with information about services or products that may benefit you or may be of interest to you;
- e. To send you marketing communication in relation to our sales, products, promotions or the website;
- f. To process your participation in our promotions, initiatives or any request for additional Personal Data such as customer surveys;
- g. To process your participation in our business partners' loyalty, membership or point redemption programs;
- h. To promote our products on our website;
- i. To improve our customer experience across all touchpoints and training our customer experience team, such as by recording and monitoring phone calls;
- j. Any specific purpose in relation to a particular product, which may separately notify you on the product page;
- k. Analysing and conducting data analytics, surveys and feedbacks to develop, build and implement our business models, products, services and systems which help us to provide high standard services or enhance the benefits to you
- l. Marketing services and products to you; and
- m. Meeting disclosure obligations imposed by laws, rules, regulations, codes of practice or guidelines (applicable in or outside Thailand) that are binding on bolttech or its subsidiaries, holding companies, partners, associated or affiliated companies, or companies controlled by, or under common control of bolttech, including but not limited to, making disclosure to legal, regulatory, governmental, tax, law enforcement or other authorities, and self-regulatory or industry bodies;

Note that when the data subject is classified as a minor, quasi-incompetent or incompetent, consent will be requested from their legal representatives, guardians or curators.

#### **4. Informing you of your personal data collection**

We will always notify you, before or at the time of collecting your personal data, about our purpose for processing. However, in some circumstances, it is not necessary for us to inform you about our processing of your personal data, such as when:

- 1) you are aware of such new purposes or details of our processing;

- 2) we believe that notice of such new purposes or the details of our processing are impossible or will obstruct the use or disclosure of your personal data, where we have taken suitable measures to protect your rights, freedoms and interests;
- 3) it is urgent to use or disclose your personal data as required by law and we have implemented suitable measures to protect your interests; or
- 4) we are aware of or acquire your personal data from our duty, occupation or profession, and we have maintained such new purposes with confidentiality as required by law.

## **5. How we collect your personal data**

We collect your personal data in different ways which include in writing, by electronic or hard copy form, by telephone, email, in person, and over the internet such as via our website, cookies, online forms or social media.

We may collect your personal data directly from you. For example, you provide us with your personal data when you fill in an application form, deal with us over the telephone, send us a letter or use our website.

We may also collect your personal data indirectly from publicly available sources of information and/or from other parties including:

- your intermediary or professional adviser(s);
- our service providers and business partners;
- organisations that we have an arrangement with to jointly offer products;
- our related entities;
- third parties who, at the time of collection, have notified you that your information will be provided to us;
- government, statutory or regulatory body and law enforcement bodies;
- other third parties; and
- anyone that you have authorised to deal with us.

If you provide personal data about another individual to us, you agree to:

- inform them that you are disclosing their personal information to us;
- collect their consent to do so;
- direct them to the bolttech Privacy Policy; and
- make them aware of the content of this Privacy Policy.

## **6. How we share your personal data**

Basically, this Privacy Policy applies to bolttech and all members of the bolttech including all business units, departments, personnel, and third parties that handle personal data with a contractual arrangement with bolttech and/or its affiliated entities.

Your personal data may be transferred or disclosed to, accessed by or shared on a need to know basis with the following parties and for the following purposes.

- 1) Group members or business partners:
  - a. members of bolttech in order to provide our products and services to you;
  - b. any business partners of bolttech that we have an agreement with
  - c. any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by bolttech in connection with bolttech's business

Please refer to the list of bolttech Group, affiliated entities and business partners and/or third party entities here. <https://www.bolttech.co.th/third-parties.php>

- 2) Agents or contractors
  - a. any person or company which is acting for or on behalf of bolttech, or jointly with bolttech, in respect of a purpose or a directly related purpose for which your personal data was provided;
  - b. any agents, contractors or service providers who provide administrative, credit reference, debt collection, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of businesses of bolttech;
- 3) Professionals
  - a. any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjusters, risk intelligence providers, claim investigation companies, administrators or other professional advisors who are engaged by bolttech in connection with bolttech's business;
- 4) Others
  - a. any person or company to whom bolttech is obliged or expected to make disclosure under the requirements of laws, rules, regulations, codes of practice or guidelines (applicable in or outside Thailand) including any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies.

## **7. Transfer outside Thailand**

We deal with many international organisations and use global information systems. As a result, we transfer your personal data to countries outside Thailand for the purposes set out in this Privacy Policy. Not all countries outside Thailand have data protection laws that are similar to those in Thailand. Where data security standards are deemed inadequate, we will provide appropriate safeguards to protect your interest or the transfer will take place if one of the exceptions defined by the PDPA is met.

These exceptions are:

- 1) if the transfer is necessary for compliance with the law;
- 2) if you have explicitly consented to the proposed transfer after having been informed of the possible risks due to the absence of an adequacy decision or adequate safeguards;
- 3) if the transfer is necessary for the performance of a contract with you or the implementation of pre-contractual measures taken at your request;
- 4) if the transfer is necessary for the conclusion or performance of a contract in your interest between bolttech and another natural or legal person;
- 5) if the transfer is necessary to protect vital interests of you or other persons, where you are physically or legally incapable of giving consent; and
- 6) if the transfer is necessary for important reasons of public interest.

## **8. Your rights**

You have rights to your personal data, and according to the PDPA these rights include:

### 1) Right to access

You have a right to access and obtain a copy of your personal data that we hold about you. You may ask us to disclose the sources of where we obtained your personal data to which you have not consented to.

### 2) Right to data portability

You have a right to request us to transfer your personal data to other persons/organisations, or request to see the personal data that we have transferred to other persons/organisations, unless it is impossible for us to carry out your request due to technical circumstances.

3) Right to object to the processing of your personal data

You have the right to object to the processing of your personal data, unless there are circumstances that do not allow you to make the objection. These may include cases where we have compelling legitimate grounds or when the processing of your personal data is carried out to comply, exercise or defend legal claims or for the public interest.

4) Right to erasure

You have a right to request us to delete, destroy or anonymise your personal data in the following circumstances:

- a) The personal data is no longer necessary for the purpose for which it was collected, used or disclosed;
- b) You have withdrawn your consent on which the collection, use or disclosure was based and we no longer have legal grounds to collect, use or disclose the personal data;
- c) You have objected to the collection, use or disclosure of the personal data and we do not have legal grounds to reject the request; and/or
- d) When the personal data has been lawfully collected, used or disclosed under the PDPA.

5) Right to restrict the processing of your information

You have a right to request us to restrict the processing of your personal data in the following circumstances:

- a) It is under a pending examination process to check if the personal data is accurate, up-to-date, complete and not misleading;
- b) The personal data should be deleted or destroyed as it does not comply with the law and you request to restrict it instead;
- c) The personal data is no longer necessary for the purpose for which it was collected, used or disclosed, but you have the necessity to request the retention for purposes of establishing, complying, exercising or defending legal claims;
- d) We are pending verification of a basis to reject the objection request for the collection, use or disclosure of personal data.

6) Right to rectification

You have a right to rectify inaccurate personal data in order to make it accurate, up-to-date, complete and not misleading. If we reject your request, we will record the rejection with reasons.

7) Right to lodge a complaint

You have the right to make a complaint in the case where we, our data processors, employees or contractors do not comply with the PDPA or other announcements under the PDPA.

8) Right to withdraw consent

You may withdraw your consent at any time, unless we have a lawful basis to deny your request.

If you change your mind about how you would like us to have or process your personal data, you can tell us anytime by following our withdrawal process.

## **9. Exercising your rights**

In order to exercise your rights stated above, you may refer to our contact's details under "How to contact us" stated hereinbelow. If you make a request, we will ask you to confirm your identity (if necessary), and to provide information that helps us to understand your request better. We expect to respond to your request within 30 days of the receipt of your request.

We have full rights and sole discretion to either fulfil or decline your request or charge a reasonable fee to fulfil your request in the case where you have made more than 3 consecutive requests within 10 working days, or in the event that the requests are obviously excessive or unfounded. We are entitled to refuse your request on statutory grounds and we will notify you of the refusal and our grounds.

If you have any questions or would like to exercise any rights relating to your personal data, please contact us via the provided details in the 'How to contact us' section.

## **10. How long we keep your personal data**

The period we keep your personal data is often linked to the prescription and enforcement periods under law. We will not keep your personal data longer than is necessary for the purposes for which that personal data was collected, held and processed, except when the retention period is determined by other laws and regulations, which in many cases is up to 10 years after the end of our relationship with you.

After this time, we will only keep your personal data if we must do so to comply with a legal obligation, or if existing claims or complaints reasonably require us to keep your personal data, or for regulatory or technical reasons. If we do need to keep your personal data for a longer period, we will continue to protect that personal data.

We will delete, destroy, permanently anonymise, or otherwise dispose of all personal data at the end of the retention period, or when we must comply with your request for erasure of your personal data.

If you have any questions, please contact us at the provided details in the 'How to contact us' section.

## **12. Ensure security**

To keep your personal data safe and secure, we use a range of measures, which include encryption and other forms of security. We require our employees and third parties who carry out work on our behalf to comply with appropriate privacy standards including obligations to protect against the leakage of information and to apply appropriate security measures for the processing of information.

We maintain and update our security procedures and measures to ensure a level of security for the personal data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing, including to prevent loss and unauthorised collection, access, use, modification, correction or disclosure of personal data. Our security measures apply to all types of data processing regardless of whether the personal data is processed electronically or in paper form.

We certify that all personal data collected will be safely and securely stored with strict security standards. If you have reason to believe that your personal data has been breached or if you have any questions regarding this Privacy Policy, please contact us. See the 'How to contact us' section for contact details.

### **13. Data Breach Incidents**

Data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. This includes breaches that are the result of both accidental and deliberate causes.

If you have information or have reason to believe that your Personal Data was unlawfully obtained, shared, disclosed, or used for unauthorized purposes, you may contact bolttech's local Data Privacy Officer whose contact details are set out below.

Upon discovery of a data breach and in the event bolttech identifies that the data breach may impose a high risk against you, you shall be informed accordingly.

We shall use our best endeavours to investigate the data breach, including to work with the relevant regulators.

### **14. Hyperlinks and cookies**

boltech's website may include hyperlinks to third-party websites. bolttech has no control over the content, accuracy, expressed opinions, and links provided at these third party websites or how these third party websites deal with your personal data. You should visit these third party websites for details of their privacy policies in relation to their handling of your personal data.

boltech may use 'cookies' to improve our internet service. Cookies are small data files that are automatically stored on the web browser in your computer which can be retrieved by bolttech's website. Cookies enable bolttech's website to remember you and your preferences when you visit the website and enable us to tailor the website to your needs.

The information collected by cookies is anonymous personalised settings information that contains no name or address information, or any information that will enable anyone to contact you via telephone, e-mail or any other means. No customer personal data is stored in cookies. However, you can disable cookies by changing your web browser settings. Please note that this it may affect how you use our website or online services. It may make it difficult for you to transact with us through our website and we may require time to request additional information.

### **15. Changes to this Privacy Policy**

We reserve the right to change, amend or update the Privacy Policy at any time we deem appropriate. We will notify you of any change, amendment or update on our website, which you can check at any time.

### **16. How to contact us**

If you have any comments, suggestions, questions, complaints or want to exercise your rights regarding your personal data, please contact:

Name: Data Protection Officer

Email address: [privacy-dp@bolttech.co.th](mailto:privacy-dp@bolttech.co.th)

139 Sethiwan Tower, 10th Floor, Pan Road, Silom, Bangrak, Bangkok 10500