

Terms and Conditions of Mobile Phone Service (Pre-Paid)

Between Operator and Subscriber

Section 1 General

1.1 This Terms and Conditions of Mobile Phone Service shall be effective between Advanced Wireless Network Company Limited ("AWN") as Operator and Subscriber.

1.2 Subscriber has read and understood all Terms and Conditions which specified the rights and obligations of Operator and Subscriber. Subscriber agrees to use the service with Operator by registering Subscriber Identity Module Card (SIM Card) to subscribe the service with Operator by electronic via a mobile phone including printing or selecting the text and any actions which appeared with text under the method specified by Operator via a mobile phone or internet or other electronic media. Operator has subscribed or agreed Subscriber to use mobile phone service, shall be deemed that Subscriber has entered into the agreement with Operator and agrees to comply with this Terms and Conditions in all respects.

1.3 Operator has the right to refuse to provide the service for Subscriber according to the conditions specified in this Terms and Conditions.

Section 2 Definitions

2.1 **"Operator"** means Advanced Wireless Network Company Limited.

2.2 **"Subscriber"** means any natural person or juristic person who has entered into the agreement for the use of Mobile Phone Service with mobile phone network of Operator and shall include a person who uses or possesses Subscriber Identity Module Card (SIM Card) for the purpose of using Mobile Phone Service.

2.3 **"Mobile Phone Service"** means and includes Value Added Services, International Roaming Service, International Direct Dialing Service.

2.4 **"Pre-Paid Mobile Phone Service"** means Mobile Phone Service which any fees and service charge shall be collected before the Subscriber has used the service. Furthermore, advance payment shall be deducted in the proportion of service period, fees and service charge rate specified for using the service in each time.

2.5 **"Value Added Service"** means any service such as voice service, image, animation, data, multimedia or integrated media which Operator or Value Added Service Partner designs for providing the service to Subscriber other than the use of Mobile Phone Service in order to normally originate or terminate call service.

2.6 **"Value Added Service Partner"** means the person who has the agreement with Operator in order to provide Value Added Service under Section 2.5.

2.7 **“International Roaming (IR) Service”** means the provision of service for the use of international roaming network for Subscriber through mobile network of the roaming operator in foreign countries.

2.8 **“Operator in foreign countries”** means the person who operates the telecommunication service in foreign countries which has an International Roaming Agreement with Operator.

2.9 **“International Direct Dialing (IDD) Service”** means the international telecommunication service from Thailand to terminate at foreign mobile terminal number through mobile network of Operator and/or any other operator who has an IDD agreement with Operator.

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

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

2.12 **“Service Charge”** means any fees, service charges or any other expenses which Operator collects from Subscriber due to the use or will use of the benefits from Mobile Phone Service including International Direct Dialing Service Charge, International Roaming Service Charge and any Value Added Service Charge.

2.13 **“Top-Up Card”** means a card, document or e-money which used for increasing the credit limit amount of Service Charge for Pre-Paid Mobile Phone Service.

2.14 **“Subscriber Identity Module Card (SIM Card)”** means an equipment which contains the processing unit and small memory that Operator records Subscriber’s mobile number for Subscriber to use the service connected with Operator network and uses to keep mobile number and any information of Subscriber.

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

2.16 **“Apply for the Service”** means the performing of registration transaction for SIM Card by electronic means through mobile phone including printing or selection the text and any acts for expressing the meaning by text under the methods prescribed by Operator through mobile handset or via internet network or any other electronic media currently specified by Operator and may create in the future in order to request for entering into the Mobile Phone Service Agreement with Operator.

2.17 **“Data Privacy”** means the name, last name, address of Subscriber including information of Subscriber which is directly or indirectly able to or may identify the Subscriber regarding information for the use of mobile number, telecommunication service usage behavior of Subscriber.

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

Section 3 Provision of Service

Operator provides the Mobile Phone Service for Subscriber who applies for the service and enters into the Agreement with Operator. Subscriber shall be entitled to use the mobile number allocated by Operator in order to use for communication through telephone including the use of Value Added Service and any types of service relating to Mobile Phone Service specified and currently provided by Operator and may create in the future.

Section 4 Entry into the Agreement and use of service

4.1 When Subscriber has applied for the Service by registering SIM Card with electronic means through mobile phone including printing or selection the text and any acts for expressing the meaning by text under the methods prescribed by Operator through mobile handset or via internet network or any other electronic media specified by Operator in order to activate for the use of Mobile Phone Service with Operator or when Operator has activated or agreed the Subscriber for the use of Mobile Phone Service, it shall be deemed that Subscriber has agreed to enter into the Agreement with Operator according to this Terms and Conditions.

4.2 Subscriber shall provide its name-last name together with the copy of Identification (ID) Card or any other card issued by governmental office in order to verify its identity as Subscriber and the possessor of SIM Card as specified by the Commission for Operator to keep the identification data of Subscriber. If Subscriber does not agree to provide its identification data, Operator has the right to suspense the Service according to laws and/or notifications, regulations which currently specified by the Commission and may occur in the future.

4.3 Subscriber will receive the benefits for the use of service under the conditions and details specified in the promotional campaign announced by Operator for any person who applies for or uses the 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 Operator at that moment.

4.4 Operator has the right to utilize Subscriber’s Data Privacy for the provision of service upon consent from Subscriber and for the benefit of telecommunication business operation according to the Notification of the Commission Re: Criteria for the Protection of the Telecommunication 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 service or disclosing its Data Privacy or revoking the consent to process information by submission of request in writing to Operator. If Operator does not perform upon request of Subscriber, Subscriber shall submit written notification to Office of the Commission for Subscriber’s right enforcement. Operator 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.

4.5 In the event that there is the interruption of Mobile Phone Service due to the standard and quality of such service which prevent the Subscriber from using the service, Operator shall be obliged to immediately remedy in order to enable Subscriber to use the service and Operator shall not collect the Service Charge from Subscriber during such period. However, Subscriber shall be obliged to pay for the Service Charge to Operator during normal period.

4.6 Operator agrees to provide the Mobile Phone 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.

4.7 If Operator delivered mobile handset and/or any equipment to Subscriber without any charges in order to use of Mobile Phone Service, Subscriber shall be responsible for maintain the receiving mobile handset and/or any equipment as maintaining its own property and shall return within specified period after termination of the Agreement. Moreover, Operator does not use such cause to specify the condition which incurred the obligation to Subscriber or collects the fine or damages occurred form Subscriber terminates the Agreement prior to such period.

In case of mobile handset and/or any equipment is defected, damaged or lost due to the act or negligence of Subscriber, Subscriber shall promptly notify Operator and shall indemnify Operator for actual damage, however the damages shall not be more than the current market price of mobile handset and/or any equipment at this moment.

4.8 In case Subscriber assigns or transfers its rights of using the service by delivery of SIM Card possession to other person or its assignee, Subscriber shall allow the assignee to provide the information and details of the assignee in order to verify its identity as Subscriber and the possessor of SIM Card as specified by the Commission for Operator to keep the identification data of Subscriber.

In case Subscriber does not perform under the first paragraph, Subscriber shall not claim the cause of assignment to refuse to be liable for the damage occurred from the use of Mobile Phone Service of the assignee.

However, if Operator agrees to consent of such assignment by the Subscriber, it shall be deemed that the right of using former Mobile Phone Service under promotional campaign, International Roaming Service and/or International Direct Dialing Service of Subscriber shall be immediately terminated. In this regard, the assignee shall subscribe or apply for the service with Operator.

Section 5 Terms and method for the use of Value Added Service

5.1 Subscriber acknowledges that Subscriber shall solely keep its own password or identification code in confidence for the type of Value Added Service which required such code for using the service.

5.2 Subscriber has the right to perform the transaction of each type of Value Added Service which not more than the amount of times and amount which specified by Operator according to details of each service notified to Subscriber through any media. If Subscriber presses the wrong password or identification code more than specified amount, Subscriber shall not be able to perform any transaction until Subscriber will contact with Operator in order to resume for using the service.

5.3 Subscriber agrees Operator to collect all Service Charge and/or fee, expense from Subscriber on behalf of Value Added Service Partner.

Moreover, Operator shall be liable with Value Added Service Partner to Subscriber for the damage which incurred from providing Value Added Service.

5.4 In case that Subscriber desires to terminate Value Added Service, Operator shall immediately terminate such service. In case there is any dispute, if Operator cannot prove that Subscriber intends to apply for Value Added Service therefore Operator has no right to collect such Service Charge.

5.5 Subscriber can use Value Added Service in foreign countries, if such Operator in foreign countries provides the service. Subscriber shall pay additional Service Charge and/or fee under the International Roaming Service rate specified by Operator in that countries or specified by Operator.

Section 6 Terms and method for the use of International Roaming Service and/or International Direct Dialing Service

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

6.1 When Subscriber has applied for International Roaming Service, Subscriber can use its mobile number or other number which specified by Operator for International Roaming Service in the countries which Operator has the agreement with Operator in foreign countries and/or Subscriber has applied for International Direct Dialing Service with Operator, Subscriber can use international telecommunication service from Thailand to foreign countries under the method and procedure which announced and notified by Operator.

6.2 During the use of International Roaming Service in foreign countries, Subscriber shall not sell, distribute, transfer or change the right of Subscriber of phone number which used in foreign countries.

Section 7 Service Charge and fees

Subscriber can top up for the service charge or the use of Pre-Paid Mobile Phone Service under the methods specified by Operator in Section 8 or under the methods announced and notified by Operator from time to time:

7.1 Subscriber agrees to pay all Service Charge to Operator under Service Charge rate announced and specified by Operator. Furthermore, such Service Charge shall be according to Condition for granting the license under the Operator's license to operate Telecommunication Business in type three for International Mobile Telecommunications Frequency in 2.1 GHz Band until the Commission will announce the Notification for high level of Service Charge rate.

7.2 Subscriber can request for recognition the Service Charge rate of International Roaming Service, Value Added Service of International Roaming Service and/or International Direct Dialing Service at Service Office, Branch Office, website or telephone to Operator's customer relation service center.

7.3 Operator may collect Service Charge rate which lower than the rate specified under promotional campaign and the use of service specified in each time.

Section 8 Method and Period of payment of Service Charge

8.1 Subscriber shall pay Service Charge and fee to Operator in advance prior to using Mobile Phone Service by topping up via any payment channels determined by Operator as follows:

8.1.1 Cash Card Top-up or e-money top-up.

8.1.2 ATM Top-up of any banks such as Bangkok Bank, Kasikorn Bank, Krungthai Bank, Krungsri Bank, UOB Bank, TMB Bank or other banks which may add in the future.

8.1.3 Top up at Operator's service office nationwide by the staff of Operator.

8.1.4 Top up by electronic means via e-refill and e-pay machine.

8.1.5 Top-up by Internet.

8.1.6 Top-up by Interactive Voice Response (IVR).

8.1.7 Top-up by Telephone Banking.

Subscriber shall top up under the limit amount specified by Operator for each top-up transaction.

In case Operator modifies, reduces or adds channels and top-up methods, Operator will announce and notify to Subscriber.

8.2 Subscriber can top up for the use of Mobile Phone Service at any time. In the event that there is remaining amount in the usage system and Subscriber has topped up within the specified period, the system will take the remaining amount add up with the new amount.

8.3 Subscriber can check the remaining amount in the usage system at all time and Operator shall notify the remaining amount to Subscriber in writing via SMS.

Section 9 Service Usage Period

9.1 Subscriber acknowledges that each top-up transaction under the value specified by Operator, Subscriber shall receive the service usage period not less than 30 days. However, the highest accumulated period shall be not more than 365 days.

9.2 Subscriber shall top up into the service usage system within 7 days from the due date in each time. If such period is overdue, it shall be deemed that Subscriber does not require to continue to use the service.

Section 10 Verification of the usage details

10.1 In case Subscriber found that Operator collects Service Charge exceeding than the specified rate or exceeding than the amount which collects from other Subscriber who use the same kind and type of telecommunication service or found that Operator 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: Criteria for the Protection of the Telecommunication Subscriber Right regarding Data Privacy, moreover, Subscriber shall submit the request in writing or by telephone or other communication tool or by other means to Service Office, Branch Office or service center representative or Complaints Handling Center. Operator will immediately verify the facts and notify the result of such verification to Subscriber which not more than 30 days from the requesting date.

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

10.2 In case that Operator has collected the Service Charge more than the actual usage from the Subscriber, Operator shall refund such excess amount within 30 days from the resolution date and Operator shall pay the interest of such excess amount at the same rate which Operator determines that it shall collect from Subscriber in case that Subscriber fails to make payment of Service Charge. Operator may refund by cash, cheque or deposit to the bank account of Subscriber as requested by Subscriber or may top up to Subscriber's mobile number or by means as requested by Subscriber.

10.3 Operator shall verify the usage details, inform the result and refund the money (if any) to Subscriber who has the evidences to identify that it is the real Subscriber.

Section 11 Notification for suspension of service

11.1 In case of necessity that causes Subscriber cannot temporarily use the service, Subscriber shall request for suspension of service and notify the request 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.

Moreover, Operator may specify the minimum or maximum period which Operator allowed Subscriber to suspend the service, provided that notification shall be given by Operator.

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

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

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

Section 12 The lost or stolen of Mobile handset

12.1 Upon the mobile handset with SIM Card is lost or stolen, Subscriber shall quickly notify to Service Office, Branch Office of Operator in writing or by telephone or by other communication tool or by other means, Operator 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 Operator may prove that the liability of the said obligation occurred from the result of the acts of Subscriber.

12.2 Operator shall suspend the Service upon Operator has clearly verified that the person who notifies the case is the real Subscriber.

12.3 During the suspension of Service, Subscriber has the right to request Operator to resume the new Service by using the former mobile number within 15 days from such notification date. Upon the expiration of such period, Operator shall have the right to terminate the Service by written notification to Subscriber not less than 30 days in advance.

Section 13 Termination of the Agreement by Subscriber

13.1 Subscriber has the right to terminate the Agreement for the use of Mobile Phone Service by informing the requirement in writing by itself at Service Office, Branch Office of Operator or by facsimile with copy of its identification card in advance.

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

13.1.1 Subscriber cannot receive the Service from Operator due to continuous cause which is beyond the control of Subscriber;

13.1.2 Operator has violated material conditions of the Agreement;

13.1.3 there is a verdict of the court that Operator is bankrupt;

13.1.4 Operator changes the conditions of the Agreement or the conditions of the Service which result in the reduction of the right or the privileges which Subscriber should receive, except the said change is made in compliance with the law.

Section 14 Complaint of provision of the Service

In case that Subscriber has the trouble and damage due to the provision of the Service from Operator, Subscriber has the right to submit the complaint according to the principle for the receiving of the complaint and solving the problem for such complaint of Subscriber of Mobile Phone Service specified and announced by Operator.

Section 15 Refund of Service Charge

Upon termination of Agreement for whatever reason, if it shows that Operator has amount in arrear for Subscriber after Operator has deducted for payment of Service Charge and/or any fees which remain unpaid by Subscriber, therefore Operator 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 Operator and Operator may refund by transferring the required amount of money to Pre-Paid mobile number in the Operator's system as requested by Subscriber or Operator may refund by cash, cheque or deposit to the bank account of Subscriber as requested by Subscriber.

Section 16 Refusal to provision of service:

Operator has the right to refuse to provide the service in the following events:

16.1 In case of Subscriber refuses to provide identification details as Subscriber and the possessor of SIM Card;

16.2 It shown that Subscriber is suspended or has been suspended the Service due to any reason under Section 17.2-17.5;

16.3 It shown that Subscriber is terminated or has been terminated the Service due to any reason under Section 18.1 or 18.2;

Section 17 Operator may suspend the service as following events:

Operator has the right to suspend the service immediately without prior written notice to Subscriber as following events:

17.1 in case of there is any force majeure event incurred to Operator;

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

17.3 Subscriber has used forged documents or shown the false statement to apply for the Service;

17.4 Operator has proved that Subscriber has used the telecommunication service for illegal purpose or in violation of the conditions of the Agreement;

17.5 If Subscriber fails to make advance payment of Service Charge within the due date;

17.6 Operator has necessity to maintain or to adjust the telecommunications system used in providing the Service;

Section 18 Operator may terminate the service as following events:

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

18.2 Operator 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;

18.3 Operator is unable to provide the Service to Subscriber due to the events which are beyond control of Operator;

18.4 Termination by the provisions of laws

Section 19 Amendment and change

Operator will notify Subscriber in writing not less than thirty (30) days in advance, when Operator amends, changes and adds Terms and Conditions, regulations, announcements or conditions of Service including changes any telecommunications service rate as specified by Operator.

In case that the amendment, changing of the provision of Agreement may impact on rights, obligations or entitled benefits of Subscriber, Operator 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 operate without the approval from the Commission. Operator shall inform the Commission not more than 30 days after completion by Operator.

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 shall be deemed 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.

Unless in urgency case, Operator may notify by letter or announce in daily well-known newspaper in the country not less than 7 days in advance, furthermore, Operator will repeatedly notify Subscriber in writing.

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

Section 20 Miscellaneous

20.1 Subscriber agrees that in case Subscriber applies for the other services which relevant to the use of Mobile Phone Service, International Roaming Service, International Direct Dialing Service or any other services which Operator may launch in the future Subscriber shall comply with this Terms and conditions in all respects.

20.2 Operator reserve the right to change, amend this Agreement under the approval of the Commission or as announced and specified by the Commission by notification to Subscriber in advance via website, Operator'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.

Advanced Wireless Network Company Limited

****This Terms and Conditions shall be in the approval process of NBTC.****