

Terms and Conditions of Service Provision

- 5.1 Service means the service whereby the Customer expresses a desire to the Provider to use such service, details of which are set out in Clause 4 of the service provision. The service provision conditions, technical detail, standard of service for each specific service and quality warranty are set out in www.uih.co.th.
- 5.2 Service fee means service fee or other expenses which the Provider charges from the Customer pursuant to the Agreement from the Customer's utilization or future utilization under this Agreement. This includes other fees and damages to be charged as set out herein.
- 5.3 The Customer agrees to use the service in the full term as requested pursuant to Clause 2. of the Agreement, which is deemed the minimum period of service use in accordance with this Agreement. Upon the expiry of the term of Agreement, and the Customer does not terminate the Agreement in the manner as set out in Clause 5.6 hereof, the Provider shall submit service continuation confirmation notice and the term of the Service Agreement shall be deemed extended for 1 year. The terms and conditions hereof shall apply. In this regard, if the Customer wishes to terminate the use of service prior to the minimum term without proper justification, the Customer agrees to pay the service fee to the Provider until such minimum term expires.
- 5.4 The Provider shall collect the service fee pursuant to the rate set out herein. The invoice for the service fee of a service provision period shall be submitted to the Customer in advance by electronic means, post or by the Provider's agent at the Customer's contact location as informed. In case the Customer views that the service fee requested by the Provider is inaccurate, the Customer must notify the Provider within 7 days from the receipt date of such invoice of a specific period. After the said period has lapsed, such invoice shall be deemed correct.
- 5.5 The Customer agrees to pay the service fee as set out herein to the Provider as per the period specified in the invoice. In case the Customer is in default for service fee payment exceeding the period specified in the invoice, the Customer agrees to pay a penalty for the late payment at the rate of 7.5 percent per annum from the date in which the payment is due up to the date in which the payment is made in full. In case it appears later that the Customer has paid for the service fee in excess of the actual use of service, the Provider shall reduce the service fee in the next invoice period, or make a refund to the Customer as requested by the Customer within 30 days.
- 5.6 Under the term relating to the period of service pursuant to Clause 2 and 5.4, the Customer may terminate this Agreement by notifying the Provider in writing no less than 30 business days in advance. The termination notification shall be sent to:

Service Agreement Management Department

United Information Highway Co.,Ltd. (Head Quarters)
No. 499 Benchachinda Building, Kampheang Phet 6 Road,
Ladyao Sub-district, Chatuchak District, Bangkok 10900

Or submit a service termination form via email to commercial_contract@uih.co.th. The Customer may download the service termination form at <https://www.uih.co.th/en/e-service>. In this regard, the Customer must pay for the service fee in full until the termination of Agreement takes effect.

- 5.7 In case it is necessary to maintain or fix the system used for service provision, the Provider may request for the service to be temporarily suspended. The Provider shall notify such in writing and specify the cause of such temporary suspension of service for the Customer's acknowledgement no less than 7 days prior to the said service suspension.

- 5.8 The Provider reserves the right to take no responsibility for any damage which occurs to any person or information of the Customer or their properties and/or dependent, whether directly or indirectly, or which is a consequence from the use of service or service interruption, or the endpoint equipment defect. The Provider shall also take no responsibility for any damage from a third party's illegitimate knowledge of the Customer's information or statements, unless such damage is caused by an intentional and unlawful act, or negligence of the Provider or the Provider's employee.
- 5.9 The Customer is aware that the title to any equipment provided by the Provider for the service shall be the property of the Provider, details of which are set out in the service installation and delivery report. The Customer agrees to tend to such equipment as their own. The Customer shall not move or modify the said equipment. The Customer agrees to be liable to the Provider for damages incurred from such equipment at the market value of such equipment.
- 5.10 In case of interruption of service or damaged endpoint equipment, the Customer may notify the Provider to resolve by notifying the Call Center at telephone number 0-2016-5678 extension 1 or via email at cc_support@uih.co.th. The Provider shall resolve the issue within 4 hours for Bangkok Metropolitan Region, and within 6 hours for other areas.
- 5.11 The Provider has the right to temporarily suspend the service provision or terminate the service provision pursuant to the Agreement in the following cases:
- The Customer is in default for service fee payment exceeding the period specified in the invoice for two consecutive periods.
 - The Provider has a justifiable reason that the Customer displays a behavior of unlawful use of the service.
 - The Customer is in default or breaches the restrictions of the Agreement and does not remedy such as notified by the Provider.
 - Upon an order from a supervising agency for the service provision or authorized agency or by virtue of the law.
- 5.12 In case the service provision or Agreement expires by any cause, the Provider shall make an appointment with the Customer and proceed to remove the endpoint equipment within 15 days from the expiration date of the service provision. In case the equipment is lost or the endpoint equipment could not be removed not by the Provider's fault, the Customer agrees to indemnify the Provider at the market value of such equipment.
- 5.13 The Customer agrees to allow the Provider to store personal information, such as names, addresses, telephone numbers or emails, for contact purposes, as well as information relating to the Customer's use of service, desired from provision of service under the Agreement, for operation and to disclose the information for the Provider's general operation hereunder only.
- 5.14 All written materials, letters and notifications of the Provider, which were submitted to the Customer at the location informed by the Customer for delivery of invoices, shall be deemed duly received. The Customer's change of address shall take effect upon the Customer's written notification, which is submitted to the Provider no less than 7 business days in advance. The notification may be submitted to the Provider's address as set out in Clause 5.6 hereof.
- 5.15 If this Agreement contains attachments as specified in the Service Agreement and the said attachments are deemed an integral part hereof, if any statement or condition in the attachments contradicts the statement or condition hereof, the documents that are made last shall supersede all others.