

5. Terms and Conditions of Service

5.1 Definition

"Service Provider"	means United Information Highway Company Limited.
"Service"	means the service as per the User's intention as informed to the Service Provider in accordance with the Service Agreement, with the details of service type and the warranty of quality of each service as appeared on www.uih.co.th .
"User"	means the applicant or those who has informed their intention to use the Service under the Service Agreement or those who use the Service under this Agreement.
"Service Fee"	means the service fee collected from the User by the Service Provider based on its utilization or intended utilization under this Agreement, which shall be charged as specified herein.

5.2 The User or those who are under its scope of responsibility shall comply with the laws and use the Service for the purposes which are in compliance with the existing laws, rules, regulations, requirements, orders, or notifications of government agencies, or those to be enacted in the future, and are not contrary to the public order or good morals.

5.3 The Service Provider is entitled to deny a provision of Service, whether in whole or in part, if it appears that the service location is not located in the service area nor is it in a suitable condition for an installation of device; or in case of a force majeure or any events beyond the control which are not a liability of the Service Provider. In this regard, the User is not entitled to claim for any damages from the Service Provider as a result thereof.

5.4 The User agrees to fully use the Service throughout the period as it intended to as specified in Clause 2, which shall be deemed as the minimum service term hereunder. In case if the User intends to terminate its usage of the Service prior to the expiration of the minimum service term without any causes as specified in Clause 5.11(a) - (d) or the Agreement is terminated under Clause 5.12 (d), the User agrees to pay for the costs of the provision of telecommunication services to the Service Provider in proportion to the remaining period in accordance with the details of which as specified herein. In case if a party does not terminate this Agreement upon the expiration hereof, the term of this Agreement or the provision of Service shall be deemed renewed for another term of one year, whereby the terms and conditions of this Agreement shall apply.

5.5 The Service Provider shall charge the Service Fee at the rate as prescribed in the Agreement and shall not charge other telecommunication service fees rather than those stipulated in this Agreement. The Service Provider shall deliver an invoice to the User at least 15 days in advance of the due date by means of electronic mail, by post or by its agent, to the address as informed by the User.

5.6 The User agrees to pay the Service Fee and/or other fees as stipulated herein to the Service Provider within the period specified in the invoice. In case if the User is in default of the Service Fee payment by the due date specified in the invoice, the User agrees to be responsible for the default interest from its default of such Service Fee payment at the rate of 5% per annum from the due date until the full payment date.

In case if the User is in default of the Service Fee and/or other fees payment by the due date specified in the invoice for two consecutive periods, the Service Provider is entitled to immediately suspend the Service until the User makes a payment of the outstanding balance to the Service Provider in the full amount, provided that the Service Provider shall not be held responsible for any damage that the User may sustain as a result of the suspension under this Clause, and the Service Provider reserves the right to terminate this Agreement and demand for damages from the User on the ground of default of payment.

5.7 If the User believes that the Service Provider has incorrectly charged the fees or Service Fee, it must notify the Service Provider within 30 days from the receipt date of invoice for such billing period. If the Service Provider fails to provide any clarification within 60 days from the Service Provider's receipt date of such notice from the User, it shall be deemed that the Service Provider is not entitled to charge the Service Fee in the disputed amount.

If the facts under the first paragraph appear that the Service Provider had incorrectly charged the fees or Service Fee and the User had made the payment of Service Fee according to the invoice, the Service Provider shall refund the difference with an interest at the rate of 5% per annum therefrom from the User's payment date of Service Fee based on the invoice in such period, provided that the Service Provider shall make a refund within 30 days from the date that the facts are final.

If the facts under the first paragraph appear that the invoice under the first paragraph is correct and the User has not paid the Service Fee or the payment has not been made in full, it shall be deemed that the User is in default of payment and shall be subject to an interest at the rate of 5% per annum of the outstanding amount from the due date until the full payment date.

5.8 The User consents the Service Provider to collect personal information of counterparties, employees, representatives, personnel, business partners, dependents and/or users of the User i.e. name, address, telephone number or e-mail to make any contact and information on the usage of Service which has been perceived from the provision of Service under the Agreement for utilization in its operation and disclosure of information specifically for performance of the Service Providers in general hereunder.

5.9 The User agrees and certifies that the personal information of the User's counterparties, employees, representatives, personnel, business partners, dependents, users and/or third parties, which is used by the User under the Service Agreement by means of processing, analyzing, transmitting, transferring, using, collecting and/or disclosing through the Service of the Service Provider under the Service Agreement, is the personal information legally obtained with the consent from the owner thereof, and the User has proceeded in compliance with the terms and conditions concerning a disclosure, usage and storage of personal information as prescribed in the Personal Data Protection Act B.E. 2562 (2019), including Ministerial Regulations and other relevant laws. If it appears later that the above personal information has been collected, used, disclosed or obtained illegally, or contrary to or inconsistent with the Personal Data Protection Act B.E. 2562 (2019) and relevant laws, the User agrees to hold harmless the Service Provider and its representatives, directors, employees and/or affiliates from and against any claims and demands, including any actions and indemnity of damages incurred to the owner of such personal information and the Service Provider during the service term under the Service Agreement and after the termination thereof for any reason.

5.10 In case of necessity, the User may request to temporarily suspend the Service by providing the Service Provider not less than 30 days prior written notice specifying the cause, date and time and the suspension period, provided that the User is entitled to temporarily suspend the Service not more than once a year for a period of not exceeding 7 days. During the temporary suspension period of the Service, the User is not required to pay the fees and/or Service Fee to the Service Provider unless the User has suspended the Service for more than the prescribed period or the Service Provider could prove that the User has used the Service after the expiration of the suspension period of the Service, provided that the Service Provider may exercise its entitlement to revoke the provision of Service by providing the User not less than 30 days prior written notice.

5.11 In case of necessity, the Service Provider is entitled to temporarily suspend the provision of Service by providing the User not less than 30 days prior written notice specifying the reason, but the Service Provider is entitled to immediately suspend the Service in the following cases:

- (a) in case of force majeure events occurred to the Service Provider;
- (b) the User's decease or lost of status as a juristic person;
- (c) the User's usage of false documents in the application for Service;
- (d) the Service Provider could prove that the Service provided to the User hereunder has been used unlawfully or in violation hereof;
- (e) the User is in default of fee and Service Fee payment over the period specified in the Agreement for two consecutive periods;
- (f) the Service Provider could prove that the User has utilized the Service provided hereunder for profit with an intention not to pay the fee or Service Fee; or
- (g) the Service Provider is necessary to conduct a maintenance or reparation of telecommunication systems used for the provision of Service.

In this regard, the Service Provider is not liable for any damage that the User may sustain as a result of the exercise of its entitlement to suspend the Service under this Clause.

5.12 Subject to the provisions of Clause 5.4 hereof, the User may exercise its right to terminate this Agreement by providing the Service Provider at least 30 days prior written notice, provided that the User shall have fully paid for the Service Fee and/or fee up until the effective date of termination. The User may exercise its right to immediately terminate this Agreement in any one of the following cases:

- (a) the User is unable to receive the Service from the Service Provider due to ongoing events beyond the control of the User;
- (b) the Service Provider is in breach of the material terms of Agreement;
- (c) the Service Provider becomes bankrupt; or
- (d) the Service Provider makes any amendments to the terms of Agreement or the conditions of the provision of Service, which result in less entitlements or benefits entitled to the User, unless by virtue of the laws.

5.13 Subject to the provisions of Clause 5.4 hereof, the Service Provider is entitled to immediately terminate the provision of Service under the Agreement in any one of the following cases:

- (a) the User's decease or lost of status as a juristic person;
- (b) the User is in default of Service Fee payment over the period specified in the invoice for two consecutive periods, whereby the Service Provider has provided the User a warning in the invoice of the following period to make a payment of the outstanding Service

Fee within fifteen days from the due date of Service Fee in that period. Failure by the User to make a payment or take any actions within the said deadline shall be considered that the Service Provider has terminated the Agreement and the Agreement shall be deemed terminated on the due date of the said outstanding Service Fee;

(c) the Service Provider reasonably believes that the User uses the Service with fraudulent behavior or uses the Service unlawfully or in violation of any prohibitions of the Agreement;

(d) the Service Provider is unable to provide the Service due to events beyond the control of the Service Provider; or

(e) a cancellation by virtue of the laws.

5.14 The User acknowledges that the ownership in any device provided by the Service Provider in order to provide the Service shall belong to the Service Provider and shall be used for the provision of Service under this Agreement only, unless specified otherwise. The User agrees to maintain such devices as its own devices and shall not move or modify it without obtaining a permission from the Service Provider. In case of any damage to or loss of the device, the User agrees to be responsible for the damages incurred to the Service Provider at the market value of the device at the time. In addition, in case of any termination of the Service for any reason, the User agrees and allows the Service Provider to remove the terminal equipment within 15 days from the termination date of Service. If the Service Provider is unable to remove the terminal equipment within the said period due to causes of the User, it shall be deemed that the User fails to return it within the designated period and the User agrees to be responsible for the damages incurred to the Service Provider at the market value of the device at the time.

5.15 In case of any interruption to the Service or any defects to the terminal equipment, the User may report to the Service Provider for solutions by contact the Call Center at No. 0-2016-5678 press 1 or email at cc_support@uih.co.th, provided that the Service Provider shall completely solve the issue within 4 hours for the Bangkok Metropolitan region and within 6 hours for other areas; and shall not charge any Service Fee during the period of interruption, unless the Service Provider can prove that such interruption is caused by the fault of the User.

5.16. The Service Provider disclaims any liability of damages incurred to a person, information, personal information, statements or any properties of the User and/or its employees, representatives, personnel, business partners, dependents and users, whether directly, indirectly, or as a consequence of the provision of Service, interruption of Service, or defects to the terminal equipment; and shall not be held responsible for any damage incurred in connection with a wrongful acknowledgement of information, personal information or statements of the User by third parties, unless such damage is caused by willful and unlawful acts or negligence of the Service Provider or its employees.

5.17 The User agrees to be bound by and comply with the conditions of Service Agreement as specified therein in all respects, and this document shall also be deemed as the binding agreement to the usage of Service by the User.

5.18 The Service Provider reserves the right to any amendments and changes of the terms and conditions of the Agreement which may affect the rights, duties or benefits entitled to the User under the Agreement, including any amendments and changes in any case by virtue

of relevant laws, in which the Service Provider shall provide the User at least 30 days prior written notice.

5.19 Any and all letters and notices of the Service Provider, which have been delivered to the User at the place as informed by it, for the purpose of invoice delivery shall be considered duly received by the User. Any changes to the User's address shall be made effective upon the User's provision of not less than 3 days prior written notice to the Service Provider before the relocation or modification date of the address.

5.20 This Agreement contains appendices as specified in the Service Agreement and as appeared on www.uih.co.th. The appendices shall be deemed as the integral part hereof. In case of any contradiction between the conditions or statements in the appendices and those specified in the Agreement, the documents made the latest shall apply.

5.21 In the event that the Service of the Service Provider is not satisfactory to the User or not compliant with the terms and conditions of the Agreement or in case of the User undergoes any difficulties / damage whatsoever, the User may report or make a complaint to the Service Provider at No. 499 Benchachinda Building, Kamphaeng Phet 6 Road, Lad Yao Sub-district, Chatuchak District, Bangkok 10900, Telephone No. 0-2016-5678 press 1 (free of charge), Fax No. 0-2016-5073 or Email at cc_support@uih.co.th.