

**Terms and Conditions of Mobile Phone Service (Post-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 signing the signatory in Application Form for Mobile Phone Service or Application Form for Mobile Number Portability or any other Application Form and/or agrees by electronic, it shall be deemed that Subscriber has entered into the agreement with Operator and agrees to comply with this Terms and Conditions in all respects.

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

**Section 2 Definitions**

2.1 **"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 under mobile phone network of Operator.

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

2.4 **"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 as usual.

2.5 **"Value Added Service Partner"** means the person who has the agreement with Operator in order to provide Value Added Service under Section 2.4.

2.6 **"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.

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

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

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

2.10 “**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.

2.11 “**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.

2.12 “**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 and telecommunication service usage behavior of Subscriber.

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

2.14 “**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.

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

2.16 “**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 or submits the Application Form 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 provision of service**

4.1 Subscriber shall apply for or submit the Application Form for Mobile Phone Service with supporting documents specified by Operator in order to enter into the Agreement with Operator under each type of service specified by Operator.

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

4.2 Subscriber will receive the benefits for the use of service under the conditions and details specified in the promotional campaign and the use of service announced and specified by Operator for any person who applies for or submits the Application Form for Mobile Phone 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. If Subscriber ports the mobile number to the other person for whatever reason or Operator terminates the service, the benefits of the promotional campaign and the use of service shall be terminated forthwith.

4.3 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.

4.4 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.

4.5 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 unless Operator can prove that such interruption caused by the Subscriber. However, Subscriber shall be obliged to pay for the Service Charge to Operator during normal period.

4.6 If Operator delivered mobile handset and/or any equipment to Subscriber without any charges in order to use of Mobile Phone Service during the period which Subscriber agrees to enter into the Agreement with Operator, 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 from Subscriber terminates the Agreement prior to such period.

In case of mobile handset and/or any equipment is 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 damage shall not be more than the current market price of mobile handset and/or any equipment at this moment.

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

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

However, if Operator agrees to consent of such assignment by 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 apply for the service and submit the new Application Form 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 those 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 or submits the Application Form 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 or submitted the Application Form 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 the Application Form 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 Subscriber shall pay Service Charge and/or fee occurred from the use of International Roaming Service and/or International Direct Dialing Service according to the collected amount to Operator.

6.3 Operator has the right to stipulate the credit limit amount of International Roaming Service Charge and/or International Direct Dialing Service Charge which equivalent value in Thai Baht approximately not exceeding than 3,000 Baht per day, in this case Operator shall remind Subscriber in advance when Subscriber nearly uses full amount of credit limit. Furthermore, the specification of remaining amount shall be under the approval of the Commission. In case that Subscriber uses the service over the credit limit amount, Operator has the right to promptly suspend the service without prior notice to Subscriber.

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

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

## **Section 7 Service Charge and fees**

7.1 Subscriber agrees to pay all Service Charges to Operator under Service Charge rate specified by Operator and under the method announced by Operator in the invoice, letter or information delivered to Subscriber. 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 Credit Limitation of the amount of Service Charge**

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

8.1.1 In case of the change owner of Subscriber.

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

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

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

8.1.5 Operator considers and reviews the risk of bad debt from information and payment behavior of Subscriber.

8.1.6 In case of the use of International Roaming Service and/or International Direct Dialing Service.

8.2 In the event that Operator stipulates the credit limit amount of Service Charge, Operator shall notify Subscriber in advance if Operator found that Subscriber nearly uses full credit limit amount which the remaining amount is less than 300 Baht of the receiving amount. If Subscriber uses the service full or over credit limit amount as agreed in the Agreement, Operator has the right to promptly suspend the service without prior notice to Subscriber.

In the event that Subscriber shall pay in whole or in part of Service Charge according to the amount specified by Operator prior to the receipt of the invoice in order to resume the service.

8.3 Upon request of Subscriber and Operator considers that there is enough necessity reason, Operator shall cancel to limit credit amount of Service Charge by giving notice to Subscriber not less than 1 billing cycle in advance.

8.4 In case that Subscriber uses full amount of specified credit limit, if Subscriber expressly declares the intention that Subscriber desires to increase the credit limit amount and Operator agrees for specific time, it shall be in force for that specific time. Furthermore, it shall not be deemed

a deprivation of prompt suspension of service and Subscriber agrees to pay all incurred amount of Service Charge and/or fees.

## **Section 9 Notification and Verification of the invoice**

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

If Subscriber fails to make payment of Service Charge, Subscriber shall pay the interest to Operator according to the rate as specified by law from the defaulting date until the full amount shall be received by Operator. Subscriber will be able to use Mobile Phone Service upon the payment of Service Charge and interest shall be completed.

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

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

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

9.4 Operator reserves the right to collect the expense for creation of the statement from Subscriber, should there be laws, declarations, rules or regulations of government specified or allowed Operator to collect the expense for such event.

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

9.5.1 in the event that Subscriber has been suspended the service due to over credit limit use specified by Operator

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

9.5.3 in the event that Subscriber requests for termination of 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 Subscribers 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 devices 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 the fact 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 fact end date and Operator shall pay the interest of such excess amount at the rate which Operator determines that it shall collect from Subscriber in case that Subscriber fails to make payment of Service Charge. AWN may refund by cash, cheque or deposit to the bank account of Subscriber as requested by Subscriber or by means as requested by Subscriber.

## **Section 11 Notification for Suspension of Service**

11.1 In case of necessity that causes Subscriber cannot temporarily use the service, Subscriber shall 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 of force majeure event.

11.2 Subscriber shall not pay any fees or expenses for the request of suspension of service unless in case that Subscriber still suspends the service more than the maximum period which stipulated by 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 to Subscriber immediately on the following day of the maturity date of the suspension without any resumption charge.

## **Section 12 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 devices 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 the notification date. Upon the maturity date of such suspension period, Operator shall 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 identification card in advance.

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

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

13.2.2 Operator has violated material conditions of the Agreement;

13.2.3 There is a verdict of the court that Operator is bankrupt;

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

13.3 Termination of the Agreement under Section 13.2, Subscriber shall be liable for complete payment of Service Charge occurred prior to the termination date is effective, although the Agreement is terminated.

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

#### **Section 14 Submission of the Complaint of Provision of the Service**

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

#### **Section 15 Refund of Service Charge**

Upon termination of Agreement for whatever reason, if it shown 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 and any expenses, 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 cash, cheque or deposit to the bank account of Subscriber or transfers the money in the amount which Operator has to refund to Pre-Paid mobile number in Operator system as requested by Subscriber or other means which Operator will receive the additional approval from the Commission in the future or by means as requested by Subscriber.

#### **Section 16 Refusal to Provision of Service:**

Operator may promptly refuse to provide the service in the following events:

16.1 It shown that Subscriber is in the list of Service Charge and/or fees outstanding payment system of Operator;

16.2 It shown that Subscriber is suspended or has been suspended the service due to any reason under Section 17.2-17.7 and 17.9;

16.3 It shown that Subscriber is terminated or has been terminated the service due to any reason under Section 18.1-18.3;

16.4 Upon Operator proves that Subscriber forges the supporting documents for entering into the Agreement or the documents are incorrect and incomplete as specified by Operator.

16.5 Upon Operator proves that Subscriber uses or forges documents of other person for entering into the Agreement;

16.6 Upon Subscriber is not qualified or does not use the service according to the Terms and Conditions of Mobile Phone Service or Value Added Service or any types of service which specified by Operator;

#### **Section 17 Operator may Suspend the Service as following Events:**

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

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

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

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

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

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

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

17.8 Operator has necessity to maintain or to adjust the telecommunications system used in providing the service;

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

17.10 Operator has the right to suspend the service forthwith for the events specified in Section 17.1 to 17.8;

17.11 Subscriber shall pay the total outstanding amount of Service Charge and/or fees or under all usage amount to Operator that causes Operator normally resumes 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 If Subscriber fails to make payment of fee and Service Charge later than the due date stated in the invoice for two successive time and Operator has already given a warning letter to Subscriber;

18.3 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;

18.4 Operator is unable to provide the service to Subscriber due to the events which are beyond control of Operator;

18.5 Termination by the provisions of laws

#### **Section 19 Suspension or Termination of the Service**

Upon there is the reason that makes Operator to suspend, terminate the service or other acts specified by laws that Operator shall provide the notification in writing, Operator shall notify in writing and deliver by registered mail return receipt request to the address as specified in the Application Form or the last address of Subscriber which has notified to Operator in advance not less than 30 days except the case under Section 17.10 and 18.

## **Section 20 Amendment and change**

20.1 Operator will notify Subscriber in writing not less than 30 days in advance, when Operator amends, changes and adds terms, conditions, regulations, announcements or conditions of the service including changes any telecommunication 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 perform without the approval from the Commission, for the said event, Operator shall inform the Commission not more than 30 days from the said performance.

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

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.

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

20.2.1 in writing to Service Office or Branch Office

20.2.2 by telephone to customer relation service center

20.2.3 by internet

## **Section 21 Miscellaneous**

21.1 Subscriber agrees that in case Subscriber applies for or submits other Application Form relevant to the use of Mobile Phone Service, International Roaming Service, International Direct

Dialing Service or other service which Operator may provide in the future, Subscriber shall comply with this Terms and conditions in all respects.

21.2 Operator reserves the right to change, amend, add this Agreement under the approval of the Commission or as announced and specified by the Commission by notification to Subscriber in advance via website, 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\*\***

## Terms for Collect, Use and Disclose personal data

Subscriber hereby agree and accept to collect, use and disclose personal data in which AWN shall collect, store, use of Subscriber's Personal Data for the purpose of service in which the Subscriber has subscribed and in accordance with our privacy notice, and others as specified by law as follows:

1. “ **Personal Data**” means Subscriber's full name, address, financial information, transaction information, health information, biological information (e.g. finger print, face recognition and etc.) disabilities and/or other information, which is appropriate for providing service, related to the identifiable of Subscriber whether can be identified directly or indirectly in which Subscriber has provided to Service Provider or Service Provider has received or accessed from other sources.
2. AWN shall collect, store, use of Subscriber's Personal Data for the purpose or activity which Data Subject interesting in relating to telecommunication service, broadcasting service, payment service or other services, digital service, marketing research and survey, promotional activities, providing privilege based on Subscriber's preferences or data analysis in order to offer goods or services of Service Provider and/or a person who is a distributor, agent, or the person who related thereof, and/or other person, or legal obligations or regulation to which AWN is subject whether present or in the future, including permission AWN to send, transfer and/or disclose personal data to the recipient that is Service Provider business group, business alliance, organization or juristic person who has a contract or a legal relationship with AWN by allowing AWN to send, transfer and/or disclose such information through domestically and internationally. AWN shall retain Subscribers' Personal Data as long as necessary only for the above mentioned purposes, where the recipient is also obligated by law to retain Personal Data as well. If there is a later update in the purpose of collecting Personal Data, AWN will inform the Subscriber.
3. The Subscriber has the right to withdraw Subscribers' Personal Data at any time, unless such withdrawal affects the service or beyond AWN's control.
4. Terms for collect, use and disclose of personal data shall be effective for a period specified by law.
5. Subscriber's right to withdraw, access or request for copy of personal data, objection to collect, use or disclose, right to data portability, right to erasure, right to suspend the use of personal data shall be in accordance with our privacy notice, and others as specified by law.
6. Subscriber hereby acknowledge that he/she can contact Service Provider via electronic mail at [DPOOFFICE@ais.co.th](mailto:DPOOFFICE@ais.co.th)