

### **Terms and Conditions of GOMO by AIS Service**

1. GOMO by AIS Service means Mobile Phone Service which any fees and service charge shall be lump sum collected before Subscriber has used the Service under the promotional campaign chosen by Subscriber. Subscriber can choose to make the transactions for Service by itself via <https://gomo.th> and/or GOMO Thailand Application.
2. Subscriber of GOMO by AIS Service shall be an individual and has an ability and a legal power to subscribe the use of Service and register for the use of GOMO by AIS Service and payment of goods/service charge to Service Provider, in addition the individual who desires to use GOMO by AIS Service shall comply with the order of SIM card procedures as follows:
  - 2.1 Order a SIM card of GOMO by AIS only through online channel through <https://gomo.th>;
  - 2.2 Paid a SIM card fee by credit card or debit card or Rabbit LINE Pay or other services prescribed by Service Provider in the future;
  - 2.3 Specify name, last name, identification card no., contact address and address for SIM card delivery to verify an identity for order of SIM card and register for SIM card activation;
  - 2.4 Subscriber acknowledges the information via E-mail or other contact channels which informed by Subscriber to recognize the delivery period of SIM card, however Service Provider has the right to reject the order if the said order is incomplete.
3. Service Provider reserves the right to reject in the event of the cancellation of SIM card order or the subscription of the promotional campaign or the order of any goods/services due to the use of GOMO by AIS Service in every case.
4. In order to activate of SIM Card and register for the use of Service, Subscriber shall comply with the procedure and method prescribed and announced by the National Broadcasting and Telecommunications Commission ("NBTC") as follows:
  - 4.1 Service Provider shall keep the data regarding identification card no., name, last name, address, photo of Subscriber. Subscriber shall show an identification card or other card as Subscriber specified by NBTC.
  - 4.2 After receiving of SIM card of GOMO by AIS from Service Provider, Subscriber can activate SIM card by scanning QR code in order to connect with registration channel and Subscriber shall specify identification card no., name, last name, address, date of birth to identify itself with the employee of Service Provider through VDO Call. In the event that Subscriber has absolutely registered, Subscriber will receive the SMS confirmation and can use the Service.
  - 4.3 Service Provider has the right to reject to provide the Service if the registration data of Subscriber is incomplete, the registration data is incompatible with SIM card order data or in the event that Subscriber rejects to register for the Service.
5. In the event that Subscriber does not activate SIM card in accordance with the methods in Clause 4 within 60 days from the delivery period of SIM card, Service Provider reserves the right to suspend the activation of SIM card in order to protect the safety of Subscriber.
6. The payment of any goods/service charges due to the use of GOMO by AIS Service, Subscriber allows Service Provider to continuously and/or periodically deduct the payment in advance by credit card or debit card or Rabbit LINE Pay account or mPAY service or other service prescribed by Service Provider in the future in accordance with the details which Subscriber informs Service Provider in Clause 2.
7. In the event that Service Provider cannot collect any service/goods charges from Subscriber by credit card or debit card or Rabbit LINE Pay account or mPAY service or other service prescribed by Service Provider in

the future in accordance with Subscriber informs Service Provider according to the payment period, Subscriber can use the Service for outgoing call only.

8. In the event that Service Provider cannot collect any service/goods charges from Subscriber more than 60 days from the payment due date by credit card or debit card or Rabbit LINE Pay account or mPAY service or other service prescribed by Service Provider in the future in accordance with Subscriber informs Service Provider in Clause 2, Service Provider can terminate the use of Service of Subscriber.
9. Subscriber can check the details of Service, service charge, Value Added service charge, promotional campaign, service privileges through online service center via Live Chat on <https://gomo.th> and/or GOMO Thailand Application only.
10. In order to subscribe or change the promotional campaign on <https://gomo.th> and/or GOMO Thailand Application; in the event of increase the internet speed, the internet speed will be effective immediately by collecting the service charge in the next billing cycle; in the event of decrease the internet speed, the internet speed and the new service charge will be effective in the next billing cycle.
11. Subscriber agrees that the right to use GOMO by AIS service and service fees is subject to domestic and international calling, and only use for normal connection.
12. Service Provider shall inform the detail of service privileges, value added services and other promotional campaigns on website <https://gomo.th>, GOMO Thailand Application and/or GOMO by AIS advertisement to be communicated in the future.
13. In case that Service Provider verifies that the Subscriber has the intention of fraud in all forms or act or perform any false statement or document in order to derive the benefit of oneself or others. The Service Provider can suspend the service and/or claim and/or prosecute according to the law.
14. Subscriber agrees that by using GOMO by AIS service, Subscriber can perform any transactions by itself. In the event that Subscriber wish to apply for service, request for service changing or request for other services detail, Subscriber can perform through online service center via Live Chat on website <https://gomo.th> and/or GOMO Thailand Application or other contact channel in the future.
15. GOMO by AIS subscriber can review, check and manage other relevant services by itself through online service center via Live Chat on <https://gomo.th> and/or GOMO Thailand Application or other contact channel in the future.
16. In order to maintain the quality of service and to make overall service effectively serve to Subscriber. Service Provider reserve the right to manage the network quality as it may deem appropriate, such as restrict or decrease network speed if the huge amount of data has been transmitted continuously from the use of Bit Torrent, Hotspot internet sharing, download and/or upload large files or commercial use or any use of service which affect or causing unfairness to other subscribers or affect to overall network of Service Provider.
17. This terms and conditions shall be attached to and form an integral part of the Terms and Conditions of Mobile Phone Service. Therefore, in addition to these terms and conditions, the use of Mobile Phone Service by Subscriber shall be governed by the Terms and Conditions of Mobile Phone Service and Terms for Collect, Use and Disclose personal data which the Subscriber can check from [http://www.ais.co.th/pdf/AWN\\_Post-Paid.pdf](http://www.ais.co.th/pdf/AWN_Post-Paid.pdf).

## Terms and Conditions for Usage of GOMO Service System by AIS through Website/Application

Welcome and thank you for choosing GOMO Service System by AIS through website/application. This Service System shall help in facilitating various electronics transaction regarding the telecommunication services and relevant services.

### 1. Definitions

**“GOMO Service System by AIS”** means the service system through <https://gomo.th> website and/or GOMO Thailand application which helps the telecommunication subscribers of GOMO by AIS to manage the services on their own and available for 24 hours a day.

**“Computer System”** means the equipment or computer equipment set integrating together by specifying the command, instruction set or other things and the operational guidelines for the equipment or equipment set to automatically process the data as used by the Subscriber together with the creation of GOMO Service System by AIS.

**“Subscriber”** means natural person who subscribes for mobile telecommunication numbers from GOMO by AIS and other relevant services with GOMO by AIS service under the terms and conditions as specified by the Service Provider.

**“Service Provider”** means Advanced Wireless Network Company Limited who is Mobile Telecommunication Service provider and/or relevant services which integrate their services with GOMO by AIS application.

**“Mobile Telecommunication Service”** means telecommunication service using mobile telecommunication network operated by the Service Provider such as Airtime-Voice, SMS: Short Message Service, SMS Delivery through Signaling Channel or Unstructured Supplementary Service Data, MMS: Multimedia Message Service, Voice, Data Transmission Service through Various Channel or Wi-Fi (Wireless Fidelity). Including the Value-added Service, IDD Service, IR Service, Special Services and other services as may operate by the Service Provider in the future.

**“Goods/Services”** means various goods/service by the seller/provider which the Subscriber make payment through GOMO Service System by AIS.

**“Username”** means character, letter, number or other symbols representing the Subscriber which the Subscriber uses for any electronics transaction through GOMO Service System by AIS.

**“OTP Password”** or **“One Time Password”** means the password which can be used for one time only appearing in character, letter, number or other symbols as created by GOMO Service System by AIS and provide to the Subscriber’s mobile phone numbers in the form of SMS to represent the relation with such Subscriber’s mobile phone numbers and to authenticate the electronics transaction as conducted by the Subscriber within GOMO Service System by AIS.

### 2. The instance that Subscriber accesses GOMO Service System by AIS using the Username and OTP Password including the filling in of Subscriber’s information and following all the instructions

specified by GOMO Service System by AIS, it shall be deemed that the Subscriber agrees and accepts this Terms and Conditions.

3. In case that the Subscriber wishes to use the Mobile Telecommunication Service including other Services as specified under GOMO Service System by AIS, the Subscriber may need to fill in Subscriber's information to apply for such Services including the compliance with the procedures as indicated within GOMO Service System by AIS.
4. The Service Provider may consider to authorize and/or terminate the access of GOMO Service System by AIS as conducted by the Subscriber without prior notice to the Subscriber. Any necessary amendment or addition of this Terms and Conditions shall be notified in writing to the Subscriber which shall be in letter, documents or computer data within the computer system through internet and/or GOMO Thailand's application as the case may be. Such letter, document and computer data shall be deemed the integral part of this Terms and Conditions and the Subscriber agree with all the conditions therein.
5. The Subscriber warrants that any information and documents submitted for the purpose of registration for the subscription of Mobile Telecommunication Service of GOMO Service System by AIS including any electronics transaction within GOMO Service System by AIS are true and correct. The information can be used as evidences. Therefore, should there be the incident that the information is fake, incorrect, old, incomplete or is not the Subscriber's information, the Service Provider can suspend or terminate the Services or can deny the access of Services by Subscriber whether wholly or partially.
6. The Subscriber provides consent herein that the Subscriber's personal data as recorded and/or transferred for registration as Mobile Telecommunication Service Subscriber through GOMO Service System by AIS in any form shall be recorded, processed and transferred via internet which is public network. The Service Provider shall take caution in specifying the measures to prevent third parties from accessing such personal data.
7. GOMO Service System under this Terms and Conditions shall be controlled and transferred, submitted and/or processed of personal data from the registration as Subscriber for Mobile Telecommunication Service, whether domestically and internationally. In the instance that Subscriber registers as Subscriber of Mobile Telecommunication Service under this Terms and Conditions, it shall be deemed that the Subscriber agrees and accepts regarding the process and submission of personal data domestically and internationally by the service system. The access of GOMO Service System by AIS by the Subscriber whether domestically or internationally, the Subscriber agrees and accepts to be bound by Thai governing law.
8. The Subscriber agrees to use GOMO Service system by AIS for any electronics transaction in relation to the registration as Subscriber of Mobile Telecommunication Service including other Services as specified under GOMO Service System by AIS only. The Subscriber shall not conduct inappropriate action or anything against the laws, morals, cultures and traditions or against the policies, regulations, rules or orders in effect at the moment through GOMO Service System by

AIS. Should the Subscriber breaches this obligation under this Clause, the Service Provider reserves the right to terminate the access to GOMO Service System by AIS and the Mobile Telecommunication Service including relevant Services with immediate effect. Moreover, should there be damages incurred by GOMO Service System by AIS or any person, the Subscriber shall be liable for such damages for both civil case and criminal case.

9. This Terms and Conditions shall be an integral part of GOMO by AIS Service application form and terms and conditions for Mobile Telecommunication Service. Therefore, other than this Terms and Conditions herein, the Mobile Telecommunication Service usage by Subscriber shall be governed by the terms and conditions of Mobile Telecommunication Service and the terms and conditions to keep, collect, use and disclose of information which the Subscriber can check at [http://www.ais.co.th/pdf/AWN\\_Post-Paid.pdf](http://www.ais.co.th/pdf/AWN_Post-Paid.pdf)
10. The Subscriber agrees and accepts that in the usage of GOMO Service System by AIS in relation to the payment service for Goods/Services whether automatically or on the case by case basis from bank account or credit account or e-money pocket, GOMO Service System by AIS is only the channel connecting with service system or website of the banks and/or credit card issuers and/or the e-money pocket providers and/or payment method service providers only. Any action regarding the money deduction or money collection from the bank account or credit card account or any e-money pocket shall be an agreement between the owner of bank account or owner of credit card and the banks and/or credit card issuers and/or between the owner of e-money pocket and e-money pocket provider or payment method service providers.
11. Any transaction using the mobile telephone number and OTP Password by Subscriber within the GOMO Service System by AIS by the Subscriber's own action, by the action of third party on behalf of the Subscriber or by pretender using Subscriber's Username and OTP Password, whether by intentional conduct or negligence of Subscriber, such transaction shall be deemed complete with binding effect on Subscriber. For any transaction with service fees, general fees or any payment including the damages incurred from such transaction in any circumstance, the Subscriber as the owner of telephone numbers, Username and OTP Password and/or as the Subscriber of mobile phone numbers or connecting numbers of such services, the Subscriber shall still be liable to such transactions without dispute or counter claim against Service Provider to be liable for damages.
12. Subscriber agrees and accepts that the Service Provider shall not be liable to any loss or damages from Subscriber's usage of GOMO Service System by AIS, whether directly or indirectly, including any damages such as damages from usage or inability to use mobile phone services except for when the relevant laws or this Terms and Conditions express otherwise.
13. In case that any condition under this Terms and Conditions appears to be against the law or is deemed ineffective by law, such condition shall be considered null and void for only the illegitimate part or shall be unenforceable for only such part without affecting other conditions.

14. Notice : In order to send out the notifications, amendments, additional conditions and/or the termination of this Terms and Conditions including the newsletter to Subscriber, whether in the form of letters, documents and/or computer data through internet, the address shall be the same as the Subscriber provides to the GOMO Service System by AIS or to the new address as the Subscriber notifies to Service Provider in writing for 15 days in advance or through other channel which the Service Provider may announce in the future subject to Service Provider's consideration as necessary.
15. In case that the subscriber breaches any Terms and Conditions of GOMO Service System by AIS as agreed with the Service Provider, then the Subscriber provides consent herein that the Service Provider can suspend and/or cancel the registration for Mobile Telecommunication Service through GOMO Service System by AIS and/or other Mobile Telecommunication Service without prior notice to the Subscriber.
16. Any information appears on GOMO Service System by AIS such as trademarks or service marks shall be intellectual properties of the Service Provider and the owner who authorizes Service Provider for such use.

**Suggestion**

Please read this Terms and Conditions for usage of GOMO Service System by AIS thoroughly before accepting. By your acceptance, it shall be deemed that you agree to comply with every condition as specified above. If you do not agree with the specified Terms and Conditions, please refuse the usage of GOMO Service System by AIS.

### **Term & Conditions of Mobile Number Portability to GOMO by AIS**

1. If porting under Subscriber's request is successfully processed according to Mobile Number Portability Application Form/Mobile Phone Service Application Form ("Application Form"), it shall be deemed that Subscriber expresses its intention to terminate voice service and data service and value added services on Subscriber's ported mobile number(s) ("Number") under this Application Form as applied with Subscriber's previous mobile operator ("Donor Network Operator or DNO") and/or other value added service operator(s) unless the new mobile operator ("Recipient Network Operator or RNO") will be able to operate those services and/or other value added service operator(s). The termination of service with DNO and/or with the value added service operator and the commencement of service with RNO shall be in effect from the cut-over date of mobile operators as such.
2. Subscriber acknowledges that the cut-over as stipulated on this Application Form relies on an agreement between DNO and RNO under the Notification of the National Telecommunications Commission Re: Criteria for Mobile Number Portability Service and relevant regulations. However, to efficiently facilitate porting process under this Application Form, Subscriber agrees RNO to stipulate and change the cut-over date as appropriate.
3. Subscriber acknowledges that successful porting does not release Subscriber from any or all debts and/or liabilities incurred under Terms and Conditions with DNO prior to porting successfully process.
4. In the event that the Number(s) requested by Subscriber under this Application Form is unable to port, whether in whole or in part due to incompleteness, false or incorrect of Personal Data provided by Subscriber or any other reason that is beyond control of RNO, RNO shall be entitled to terminate this Application Form without the prior written consent of Subscriber.
5. Subscriber acknowledges and agrees that if Subscriber's ported Number(s) is in whole or in part terminated or suspended by DNO and/or RNO, Subscriber desires to inform the rejection reason and any necessary communication concerning this porting Number(s) shall be delivered to other Number(s) in this Application Form and it shall be deemed that Subscriber acknowledged on this matter.
6. Subscriber acknowledges and agrees that Subscriber shall release DNO and/or RNO of any and all claims, damages or liabilities against Subscriber and/or other concerning people arisen from or relating to this Application Form or porting process.
7. Subscriber acknowledges that if the porting process is successful, any remaining unused credit or balance with DNO will not be transferred to RNO.
8. Subscriber acknowledges that Subscriber shall completely identify its Personal Data with DNO before being able to port to RNO.
9. Subscriber hereby confirms and certifies that Subscriber has full authority to request for porting as stated in the Application Form and all information that Subscriber has provided are correct and true. Subscriber also agrees to take full responsibility for any damages, expenses or claims, if incurred, to DNO and/or RNO and/or any person resulting from any breach of this clause.
10. Subscriber acknowledges that it may occur temporary disruption of mobile service during porting and/or cut-over process.

11. Subscriber acknowledges that there will be subscriber porting charge ("Porting Charge") associated with porting under this Application Form and Subscriber shall pay Porting Charge for each individual requested Number. In case of multiple requested Numbers and some of the requested Numbers cannot be ported, Subscriber hereby agrees RNO to port the remaining portable numbers unless otherwise specified by Subscriber.
12. Subscriber acknowledges and agrees that Subscriber will be responsible to procure a new mobile handset in case there is a difference of technology regarding service transferred to RNO.
13. Subscriber acknowledges that Subscriber have to completely register the Number with DNO prior to request for mobile number porting to RNO.