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Effective as of Jul 2, 2024

## Terms and Conditions of True Groups' Service Usage

from True Internet Corporation Company Limited (True Internet), True Move H Universal Communication Company Limited ("TrueMove H Universal Communication"), and True Visions Group Company Limited ("TrueVisions") hereinafter collectively called "Company"

### TERMS AND CONDITIONS OF TRUE GROUPS' SERVICE USAGE

#### 1. Terms and Conditions of Internet Service Usage ("Service") from True Internet Corporation Company Limited ("Company")

- 1.1 General conditions of Services for Internet's Home Package (FTTB, FTTC, FTTH) in which Subscribers will receive Private IPv4 and Public IPv6 in accordance with service standard offered by the Company: Internet monthly fee applies advance payment terms for 1 bill cycle.
  - 1.1.1 Subscribers voluntarily use the Service under contract terms of 12 months, 18 months or 24 months or any period as specified by each package as selected by the Subscriber ("Contract Term"). Subscribers get privileges of "Entry Fee" special discount of 2,000 Baht and waiver of installation fee and wiring fee of internet and TV connections of 2,600 Baht to be charged by the Company. In case, the Subscribers apply for the Services and terminates the Service before the completion of the Contract Term, the Subscribers hereby agree to return/repay/reimburse to the Company, on the date of Service cancellation, (1) the discount value of Entry Fee 2,000 Baht together with the value of privileges and/or discounts/waiver obtained for the proportionate remaining Contract Term, (2) telephone service installation fee for 3,350 Baht (if any) to the Company (excluding VAT) and (3) the Routers and/or any provided equipment in good working conditions or repay the value of said equipment if said equipment cannot be returned or is not in good working condition valued at 500 Baht for FTTB Router and 3,200 Baht for FTTC Router and 6,975 Baht for FTTH Router and any equipment value as specified in Terms or by the Company.
  - 1.1.2 The Company may temporarily disconnect the Services every 24 hours in order to check and record the usage traffic volume.
  - 1.1.3 Subscribers will only use the Services obtained from the Company for benefits of the Subscribers and will not sublet/grant said Services to other person(s) to use or extend the Services or conduct any illegal use/actions, or violate rules or regulations of the government service or cause damages for any people. If the Subscribers violate any conditions described in this Clause and/or any Clauses of the Contract, the Company has the right to cancel the Service immediately. Moreover, the Subscribers are solely liable to any and all damages arising out of Subscribers' action and omission.
  - 1.1.4 The Company has the right to suspend or cancel the Service immediately if it appears that there is no use of the Service for 30 consecutive days from the activation date of the Service as it is assumed that the Subscriber has no intention to continue using the Service and if it appears that the Subscriber uses the Service in any of the following manners: (1) use the Service in violation of the Contract or its terms and conditions set forth herein or as notified by the Company or use the Service in breach of the purpose of the Contract or use the Service with dishonest intentions or act in any way that causes or is expected to cause damages to the Company; (2) use the Service in fraudulent behavior; (3) use the Services in violation of laws or unlawfully/legally use the Service; (4) use the Service in a peripheral basis or use the Service until the average data transmission rate exceeds the volume required; (5) use the Service in the form of another commercial internet sharing to the customer groups of the Subscribers; (6) use the Service to download bits, torrents, or perform any other downloads in a same nature to the computer network or any server on a regular basis and for a continuous period affecting the use of the Service by other subscribers of the Company or creating any damages to the internet network of the Company.
  - 1.1.5 The Subscribers acknowledge and agree that if the Subscribers use the Service incorrectly, or has more than 1 connected device/set, speed of the Service will be reduced. The Subscribers agree that the Company will charge for additional service fee for the number of computers in excess against and only to the period as said in the Contract.
  - 1.1.6 In case that the Subscribers are foreigners, the foreign Subscriber can apply for any Service with 6-months advance payment.
  - 1.1.7 The Subscribers are able to change package of the Services after continuously using the Service for 12 months and the Contract Term will be recounted when the new package/promotion is applied.
  - 1.1.8 The Subscribers may experience massive drop during peak time especially foreign websites as the speed of connection is the speed of computer that connected to the network not an actual download speed. The speed may vary from various factors such as fixed line, computer, server and router of a website as well as number of users at particular time, and the length of the network. Therefore, the speed received might not as speed as subscribed.
  - 1.1.9 Use of the Service in FTTC area, the cabling distance (RG-6) from the tethering point (Tap Port) to modem installation point will have the maximum distance of 120 meters, which is the distance of the internet signal cable according to the standards provided by the Company.
  - 1.1.10 For Use of the Service in Fiber package 1 Gbps, the speed is the maximum speed of the signal from the interchange to the access equipment/router installed in the service installation area. The maximum download speed is approximately 80% or less when connecting via a LAN cable, or about 40% or lower when connecting via a Wi-Fi device (down speed Loading is a limitation of the device standard). In addition, the download speed may vary, depending on other relevant factors, such as receiving devices Transmission equipment Websites to visit, etc.
  - 1.2 Service rates, installation fee, wiring cost and other expenses.
    - 1.2.1 The Subscribers hereby agree to pay the Company for monthly service charges and fees including any related expenses (if any) ("Service Fee") as per the defined rates stated in an invoice. Prorated Service Fee will be applied if service is activated before the date of the first bill cycle in addition to full rate of service fee. If the starting date of Internet Service is not the 1st day of the month or the date of the billing cycle specified by the Company, the Service Fee shall be proportionately calculated for the actual service usage in the billing cycle.
    - 1.2.2 The Subscribers agree to pay the Company for a late payment interest at a rate of 15% per year and a debt collection services fee of 10 Baht each including any related expenses if the Subscriber fails to make payment when due. The Company has the rights to suspend and/or terminate the Services as prescribed by laws. If the Subscriber desires to use the Service after termination, new subscription must be applied on conditions that all full and overdue amounts must be fully paid. The Company reserves the rights to register new circuit number if internet network is available in subscriber's area.
    - 1.2.3 In case of payment via the service agent, the Subscriber acknowledges and agrees that additional fee will apply (if any).
    - 1.2.4 If any faults occur from usage, when the Subscriber inform the Company of such faults, the Company will send the technicians) to repair them at the installation site as identified in this Contract by means of the conditions as follows:
      - (1) If any faults occur from the ULTRA Hi-speed internet network and they are not caused by the computers, then the Company will repair them until the Subscriber can use the Service as usual. In this case the Subscriber do not pay any charges;
      - (2) If such faults occur from the computers, the technicians will repair the faults until the Subscribers can connect with the Internet as usual. In this case the Subscribers agree to pay the Company for the operational cost for an amount of 500 Baht (VAT excluded) per call within the duration as identified in the invoice;
  - 1.3 Privileges of borrowing Internet Routers/Equipment:
    - 1.3.1 In case of FTTB/DSL, the Subscribers shall be entitled to borrow a FTTB router with a value of 1,500 Baht; one internet circuit for one Router.
    - 1.3.2 In case of FTTC, the Subscribers shall be entitled to borrow DOCSIS 3.0 modem with a value of 3,200 Baht with electronic plug and internet wiring.
    - 1.3.3 In case of FTTH, the Subscribers shall be entitled to borrow FTTH Router with a value of 3,900 Baht, with electronic plug, internet wiring and WIFI Access Point with a value of 3,075 Baht and (Inc VAT).
    - 1.3.4 The Subscribers acknowledge and agree that the Subscriber is the product of the Company, which shall be used and maintained with the same care as general people standard of use and that shall not be sold, paid or transferred or transferred of the right to use to any other person. Provision of Services through said equipment is considered as the right of the Company and the Company may develop, improve or change the Service as appropriate as specified by the Company from time to time.
  - 1.3.5 The Subscriber acknowledges and agrees that the Subscriber shall not use the equipment to share or connect with other systems, or do any action that may affect the equipment or modify or move the equipment and that the Subscriber shall not use the equipment in violation of its purpose or functions or shall not use it against the law or to cause any damages to the Company.
  - 1.3.6 In case that borrowed equipment is defective or unable to be used which caused by the manufacturers or caused by any reason without Subscriber's faults, then the Subscribers must return the borrowed equipment to the Company within 7 days from the date the defect of the equipment was found or the date the equipment is unable to be used. The Company shall provide replacement equipment to enable the Subscriber to continue to use the Service until the end of the Contract Term.
  - 1.3.7 If the borrowed equipment is lost or damaged during the Contract Term, the Subscriber agrees to pay for repairs, damages and/or any expenses (if any) to the Company at the rate specified by the Company. The Company will provide replacement equipment (which may not be the same model) so that the Subscriber can use the Service continuously until the Contract Term.
  - 1.3.8 Upon expiration of the Contract Term or if the Subscriber cancels the Service or the Service is suspended for any reason before the expiration of the Contract Term or the Subscriber uses the borrowed equipment in violation of the terms and conditions of the Service specified by the Company, the right to borrow the equipment shall be promptly terminated. The Subscriber must return the equipment in good working condition to the Company at the Company's office within 7 days after termination of the Service. If the Subscribers do not return the equipment or the returned equipment is damaged, the Subscriber agrees to pay for value of the equipment, damages and/or any expenses (if any) to the Company immediately upon notification by the Company. Moreover, the Company by itself may remove and collect the equipment at the installation area. The Subscriber agrees to permit the company to enter into/cases the installation area of the Subscriber for said removal and collection of the equipment including to be responsible for the costs of said accessing, removing and collecting the equipment and installation area. If the Company is unable to remove and collect the equipment for any reason, the Subscriber agrees to be responsible for the equipment value, access to the installation area for removal and collection of the equipment and any damages occurred to the Company immediately as notified by the Company and the Subscriber agrees to pay to the Company for the total value of all discounts and/or all privileges that the Subscribers received from the Company.
  - 1.3.9 The Company shall install and set up the equipment as necessary to enable the Subscriber to use the Service which shall exclude setting of the network, LAN equipment, computer of the Subscriber.
  - 1.4 The Subscriber agrees to be responsible for preparation of the installation area for use of the Service at the expense of the Subscriber and be responsible for other related expenses, such as the electricity cost, cable wiring cost on the excessive part, etc., and agree to allow the Company's technicians or any representative of the Company to enter into the installation area to install the equipment and perform any operations related for use of the Service. The Subscriber has already received the equipment borrowed from the Company in good working condition.
- 1.5 The Company terms and conditions of the Service which will notify the Subscribers in advance through any channel that the Company deems appropriate.
- 1.6 Service Fee, installation fees or the cost of equipment set forth above shall be excluded VAT, unless otherwise specified by the Company.
- 1.7 Before applying the Services, the Subscribers hereby acknowledge and agree that the Subscribers are required to review terms and conditions set forth herein, terms and conditions of the Service at [www.trueonline.com](http://www.trueonline.com), all applicable terms and conditions for any privileges, special privileges and/or any relevant services as notified by the Company (if any). Upon the Subscribers sign to apply to use the Service, it shall be considered that the Subscribers acknowledge and agree to comply with all applicable terms and conditions of the Service which may be further amended from time to time as notified by the Company (if any).
- 1.8 In the case that the Subscriber overpays for the Services, the Subscriber agrees to permit the Company to use the overpaid amount to pay any debt, e.g., service fees, fines, other expenses, etc., for TV Program Channels Membership Subscription Services and/or TrueMove H Mobile Phone Services under the same ID card number. In this respect, the Company will notify the Subscriber of such use in advance through any channel the Company deems appropriate.

#### 2. Terms and Conditions of Services for Membership Subscription for Receiving and Watching TV Program Channels ("Service") from True Visions Group Company Limited ("Company")

- 2.1 Before applying the Services, the Subscribers hereby acknowledge and agree that the Subscribers are required to review terms and conditions set forth herein, terms and conditions for Subscription of the Service at <https://truevisionsgroup.truecorp.co.th/news>, all applicable terms and conditions for any privileges, special privileges and/or any relevant services as notified by the Company (if any). Upon the Subscribers sign to apply to use the Service, it shall be considered that the Subscribers acknowledge and agree to comply with all applicable terms and conditions of the Service which may be further amended from time to time as notified by the Company (if any).
- 2.2 The Subscribers acknowledge and agree that the Service fee shall be charged in advance to the Subscribers for 1 billing cycle. If the Subscribers fail to pay any invoice of the Service fee when due, the Subscribers agree to pay for the Service fee, late payment interest charge at the rate of 15% per annum and debt collection fee of 10 Baht, including other fees and expenses (monetary value) to the Company.
- 2.3 All Channels, contents, or live broadcasting may be changed according to the conditions set forth by the Company or as the Company deems appropriate. The Company shall be entitled to change the terms and conditions of using the Service, broadcast standards, broadcast system or channels anytime without notification to the Subscribers via any methods/channels as the Company deems appropriate.
- 2.4 The Subscribers acknowledge and agree that the Company has the right to suspend or cancel the Service immediately if it appears that there is no use of the Service for 30 consecutive days from the activation date of the Service as it is assumed that the Subscriber has no intention to continue using the Service.
- 2.5 The Subscribers acknowledge and agree to use the Service consecutively for at least 12 consecutive months or according to the period specified by package as selected by the Subscriber ("Contract Term") where the Subscribers get privileges of special discount and waiver of equipment installation fee and wiring fees of 2,500 Baht per watching point from the Company. If the Subscriber cancels the Service or the Service is suspended for any reason before the expiration of the Contract Term, the Subscribers agree to pay for said equipment installation fee and wiring fee of 2,500 Baht per watching point to the Company.
- 2.6 If the Subscriber uses the Service in violation of the Contract or its terms and conditions set forth herein or as notified by the Company or use the Service with dishonest intentions or act in any way that causes or is expected to cause damages to the Company; (2) use the Service in fraudulent behavior; (3) use the Services in violation of laws or unlawfully/legally use the Service. The Subscribers acknowledge and agree that the Company has the right to suspend or cancel the Service immediately if it appears that there is no use of the Service for 30 consecutive days from the activation date of the Service as it is assumed that the Subscriber has no intention to continue using the Service.
- 2.7 In the case that the Subscriber overpays for the Services, the Subscriber agrees to permit the Company to use the overpaid amount to pay any debt, e.g., service fees, fines, other expenses, etc., for Internet Service Usage and/or TrueMove H Mobile Phone Services subscribed under the same ID card number. In this respect, the Company will notify the Subscriber of such use in advance through any channel the Company deems appropriate.

#### 3. Terms and Conditions of TrueMove H Mobile Phone Services ("Service") from True Move H Universal Communication Co., Ltd. ("Company")

- 3.1 Terms and Conditions in using Service for TrueMove H's mobile phone services
  - 3.1.1 The Subscribers acknowledge and agree that the Company is not responsible for any damage arising from financial transactions or any other transactions that the Subscribers have done with the financial institutions or payment agents or any other service provider via the Service.
  - 3.1.2 The Subscribers acknowledge and agree that the use of the Service must comply with the Fair Usage Policy as specified by the Company.
  - 3.1.3 The Subscribers acknowledge and agree that calculation of Service fee packages shall be charged based on actual usage basis, both in minutes and seconds. If the Subscriber subscribes to the package with the actual usage rate in the form of minutes, fractions of a minute shall be counted as one minute. If the Subscribers fail to pay any invoice of the Service fee when due, the Subscribers agree to pay for the Service fee, late payment interest charge at the rate of 15% per annum and debt collection fee of 10 Baht, including other fees and expenses (monetary value) to the Company.
  - 3.1.4 The Subscriber agrees to additionally apply for an international roaming service and international calling service, and also agrees to pay for any service fees and expenses arising from the use of all such services from the date of activation of the Service hereunder.
  - 3.1.5 The Company shall be entitled to terminate the Service immediately if it appears or appears reasonable to believe that the Subscriber uses the Service in any of the following manners: (1) use the Service in violation of the terms of the Contract or terms and conditions of Service set forth herein or as notified by the Company or use the Service with dishonest intentions or act in any way that causes or is expected to cause damages to the Company; (2) use the Service in fraudulent behavior; (3) use the Services in violation of laws or unlawfully/legally use the Service. The Subscribers acknowledge and agree that the Company has the right to suspend or cancel the Service immediately if it appears that there is no use of the Service for 30 consecutive days from the activation date of the Service as it is assumed that the Subscriber has no intention to continue using the Service.
  - 3.1.6 The Subscribers acknowledge and agree that the subscriber agrees to comply with all applicable terms and conditions of promotional privileges (if any) and use the Service continuously throughout the period of the promotion conditions. If the Subscribers breach the specified promotion conditions, the Subscribers agree to pay a fine in an amount specified by the Company. If the Subscribers fail to pay the fine to the Company, the Subscribers also agree to pay for any costs and expenses arisen as a consequence of non-compliance of promotion conditions including any damages to the Company.
  - 3.1.7 In the event of business transfer or merger (in whole or in part) of the Company, the Subscriber agrees with said merger and business transfer by the Company and agrees to transfer the use of the Service to a company, incurred as a result of the merger or business transfers, to be the mobile phone service provider for provision of the Service to the Subscriber immediately.
- 3.2 Certain Terms and Conditions for transferring mobile phone services provider
  - 3.2.1 In case that transfers of mobile phone service provider according to mobile phone service provider' transfer request form ("Request Form") can be processed thoroughly, the Subscribers shall be deemed to express their intentions to cancel voice services and/or data and/or other value added services on the numbers that the Subscribers desire to transfer from previous mobile phone service provider as per this Request Form to enable transfer of mobile phone service provider under this Request Form successfully.
  - 3.2.2 The Subscribers acknowledge and agree that new mobile phone service provider can adjust dates to cut over mobile phone service provider as appropriate under regulations of the law.
  - 3.2.3 The Subscribers acknowledge and agree that the transfer of number according to this case will not impact on liabilities that the Subscribers have had as per Terms and Conditions with previous mobile phone service provider before completion of the transfer of number.
  - 3.2.4 The Subscribers acknowledge and agree that if transfer of number is successful, the Subscribers' service charge credit balance remained with the previous mobile phone service provider will not be transferred to the new mobile phone service provider.
  - 3.2.5 The Subscribers acknowledge and agree that transfer of mobile phone service operators per this Request Form may cause disconnections of the Service and signals for a while. If there is any damages to the Subscriber during the process of transferring mobile phone service providers and said disconnections, the Subscriber agrees not to claim for any such damages incurred in any way against the previous and new mobile phone service providers.
- 3.3 Before applying the Services and transfer of mobile phone services provider, the Subscribers hereby acknowledge and agree that the Subscribers are required to review terms and conditions set forth herein, terms and conditions of the Service at [http://www3.truecorp.co.th/truemoveh/vnmp/mmp\\_methodentry/5395](http://www3.truecorp.co.th/truemoveh/vnmp/mmp_methodentry/5395), terms and conditions of transfer of mobile phone service provider, all applicable terms and conditions for any privileges, special privileges and/or any relevant services as notified by the Company (if any). Upon the Subscribers sign to apply to use the Service and transfer of mobile phone service provider, it shall be considered that the Subscribers acknowledge and agree to comply with all applicable terms and conditions of the Service and transfer of mobile phone service provider which may be further amended from time to time as notified by the Company (if any).
- 3.4 The Company shall be entitled to modify, alter or cancel any terms and conditions applicable to the Service by informing in advance through appropriate channels/methods.
- 3.5 In the case that the Subscriber overpays for the Services, the Subscriber agrees to permit the Company to use the overpaid amount to pay any debt, e.g., service fees, fines, other expenses, etc., for Internet Service Usage and TV Program Channels Membership Subscription Services subscribed under the same ID card number. In this respect, the Company will notify the Subscriber of such use in advance through any channel the Company deems appropriate.

#### ADDITIONAL TERMS AND CONDITIONS OF CONVERGENCE PRIVILEGES FROM TRUE INTERNET CORPORATION COMPANY LIMITED ("True Internet Corporation"), TRUE MOVE H UNIVERSAL COMMUNICATION COMPANY LIMITED ("TrueMove H Universal Communication"), and True Visions Group Company Limited ("TrueVisions") hereinafter collectively called "Company"

1. Subscribers acknowledge descriptions, privileges, limitations, including Terms and Conditions in using any packages of Convergence Privilege Services that the Subscribers intended to apply to receive their rights on the Company's website [www.trueonline.com](http://www.trueonline.com) and agreed to comply with all such conditions by means of signing their names in the application and any related documents correctly and completely. In case that Subscribers request to apply for the internet Service from True Internet Corporation and/or the right to receive services of TrueVisions and/or TrueMove H Universal Communication and/or TrueVisions and/or TrueMove H Universal Communication for additional Convergence Privileges from any packages later, it shall be considered that the Subscribers acknowledge and agree to comply with the terms and conditions of those services and/or Convergence Privileges in those packages as well.
2. In case the Subscribers apply for any additional service or change the convergence privileges package later, the Subscribers acknowledge and agree to be additionally bound by other terms and conditions applicable to said additional service and package from the date the Subscribers accept the said terms and conditions either through sms and/or website and/or perform any other means/method as specified by the Company.
3. The Subscriber who requests to receive any Convergence Privileges has to register to use TrueInternet' services and/or watch program services from TrueVisions and/or use TrueMove H's mobile phone services under the Subscriber's name and identification number, and address of the service installation and delivery of invoice must be under the same place during the applicable period of Convergence Privileges.
4. If the Subscribers have subscribed to the Convergence Privileges for any services, the Subscribers are able to apply for Convergence privileges upon full payment of said amounts.
5. Any privilege for the Convergence Privileges cannot be (1) rebated, refunded or exchanged for cash or any other items, (2) rolled over for use in the next month, (3) transferred to any other person and (4) used in conjunction with any other promotional campaign, privileges, promotion or any other discount.
6. During the term of Convergence Privileges, if the Subscribers change, suspend or are suspended, cancel or are cancelled, any of the package or Services, relocate the place of installation, change any of Subscriber's name, billing/invoice address, phone number or fail to comply with any terms and conditions of any of the Services or if the equipment is dismantled or any privileges or rights of Subscribers is terminated, the Subscribers agree that special privileges from Convergence Privileges shall be immediately terminated and the Subscribers agree to pay and perform any related actions as follows (if any) within 7 days from the notification date by the Company:
  - 7.1 All fees, charges, expenses and/or other related expenses, and return of signal receiver box insurance fee, and return of signal receiver box for HD CATV MPEG4, True TV box, and/or satellite signal receiver box; and
  - 7.2 All value of discounts, waiver, service charges and/or any privileges that the Subscribers obtained by Convergence Privileges shall be returned to TrueMove H Universal Communication, TrueVisions and True Internet Corporation; and
  - 7.3 All fees, expenses and costs incurred as a result of non-compliance with the terms and conditions of Services including these additional terms and conditions.
8. TrueVisions's Subscriber who pays the Service fee for TrueVisions in advance for 6 months or 12 months can apply for the Convergence Privileges. However, the existing privilege to use TrueVisions Service for free on the 13th month for Subscribers who pay for TrueVisions Service 12 months in advance and privilege to receive a 4% discount on TrueVisions Service fee for Subscriber who pays for TrueVisions Service 6 months in advance shall be terminated immediately upon application of this Convergence Privileges.
9. The Company shall be entitled to modify or revoke the above privileges immediately without advance notice to the Subscribers in the case that there is an order, policies or enforcement from any related government agencies to the Company to revise, change, suspend or terminate any conditions of any Services of Convergence Privileges which are opposed to the Company's service operators, unless otherwise specified. Moreover, the Company shall be entitled to revise, change, suspend or terminate any conditions of the Convergence Privileges as necessary with prior notice to the Subscribers through any appropriate communication channels.
10. If the Subscriber is entitled to the privilege of using a fixed line number with free calls and does not use said fixed line number consecutively for at least a 6 month period, the Subscriber is required to confirm the use of said fixed line number by calling 1242. Otherwise, the use of said fixed line number will expire from the 7th month onwards.
11. In the case that the Subscriber overpays for any services provided by True Internet Corporation and/or TrueVisions and/or TrueMove H Universal Communication, the Subscriber agrees to permit the Company to use the overpaid amount to pay any debt, e.g., service fees, fines, other expenses, etc., for Internet Service Usage and TV Program Channels Membership Subscription Services under the same ID card number. In this respect, the Company will notify the Subscriber of such use in advance through any channel the Company deems appropriate.
12. For 10 Gbps Internet technology, subscribers will receive maximum home internet speed up to 8Gbps via LAN line upon FTTH technology universal standard with free rental special-model WiFi router valued 9,500 baht ex VAT. For service cancellation, subscribers must return the router to the Company or pay for the router according to the stated price.