

Terms and Conditions for AIS eBiz KYC system ("Terms and Conditions")

Welcome Users to register for the AIS eBiz KYC System (Electronic Know Your Customer), a process utilizing digital technology for electronic Identity Verification and Authentication. This system enables Users to engage in various electronic transactions through web Application and mobile application, in compliance with the "Guidelines for the Registration and Storage of Information of the Subscriber of a mobile phone service" as specified by the National Broadcasting and Telecommunications Commission (NBTC) Notification on the Registration and Storage of Information of the Subscriber of a Mobile Phone Service (according to NBTC Resolution No. 5/2568 dated February 19, 2025), reducing the risk of impersonation and the misuse of Subscribers' mobile numbers for unlawful activities, while supporting the protection of Subscribers' rights, public interest, societal security, and safety.

This Terms and Conditions is entered into by Advanced Wireless Network Company Limited (AWN) and the "User".

1. Definition:

- (1) Subscriber means the Subscriber of a mobile phone service of Advanced Wireless Network Company Limited, whether on a prepaid or postpaid basis. This also includes the Subscriber of various services provided by the AIS group of companies that are connected to the AIS eBiz KYC system.
- (2) User means any person who has registered as a Subscriber of a mobile phone service, and also includes the current Subscriber who has registered for the AIS eBiz KYC system for the purpose of Identity Verification and Authentication of the person who has registered as a Subscriber of a mobile phone service.
- (3) Identity Verification and Authentication means the process by which the Subscriber presents themselves to confirm that they are the same individual who has registered for the use of a mobile phone number/service whether currently registered or to be registered in the future. This includes services provided by AIS Group Companies that are integrated with the AIS eBiz KYC system. The purpose of this verification is also to confirm that the service user agrees to be responsible for the use of the registered mobile phone number and/or any services of AIS Group Companies associated with such registration.

2. The User shall register following the process specified in the AIS eBiz KYC system.
Upon completing the registration steps established by AWN, the User agrees to accept and adhere to the terms specified in this Terms and Conditions, including any future amendments announced by AWN.
3. The AIS eBiz KYC system has been operated in Thailand. By accessing the AIS eBiz KYC system from outside the Kingdom of Thailand, the User agrees and consents to be governed by Thai law.
4. The information displayed on the AIS eBiz KYC, including trademarks, service marks, and other intellectual property, is the property of AWN and is licensed to AWN for use.
5. The User confirms that at the time of registration for the AIS eBiz KYC system, they are 18 years of age or older. The User ensures that all information provided during the registration process is accurate, current, complete, and truthful in all respects. This information may be used as evidence. If it is found that any provided information is false, inaccurate, outdated, incomplete, or not the User's own, the User will be immediately suspended or terminated from using the AIS eBiz KYC system.

6. The User agrees to use the AIS eBiz KYC system for the purpose of electronical Identity Verification and Authentication of their identity, including conducting electronic transactions, under the rights as specified. The User must not engage in any activities that are inappropriate, illegal, or contrary to public morality, culture, good traditions, or any applicable rules, regulations, or orders in effect at that time. If the User violates this condition, AWN reserves the right to immediately suspend the User's access to the AIS eBiz KYC system.
7. Any transactions using the User's Username, Password, email address or phone number within the AIS eBiz KYC system, whether initiated by the User or by an individual authorized by the User, or by any party whom the User permits to utilize their User's Username, Password, email address or phone number, or by an individual impersonating the User's Username, Password, email address or phone number, whether through the User's deliberate intent or negligence, shall be deemed correct, complete, and legally binding on the User. In the event that such transactions involve charges, fees, or expenses, or result in any form of damage, the User, as the rightful owner of the User's Username, Password, email address or phone number, remains fully accountable for all such transactions.
8. The User is prohibited from transferring, selling, or otherwise granting the use or access of their Username, Password, email address or phone number to any other individual. If a User becomes aware that another person has unlawfully acquired access to their Username, Password, email address or phone number, the User must promptly notify AWN.
9. Duties and Responsibilities of the User:
 - (1) The User is obligated to thoroughly understand and comply with the procedures and steps for electronical Identity Verification and Authentication of their identity within the AIS eBiz KYC system as outlined in this Terms and Conditions, as well as any future amendments or additions to this Terms and Conditions.
 - (2) The User must perform Verification and Authentication of the identity of the Subscriber of mobile phone service of AWN and/or various services of the AIS group of companies that the Subscriber has registered for through this AIS eBiz KYC system, and authorize AWN to collect, use, and disclose information, such as identity verification data, to the AIS Group, while the User remains the Data Controller, in strict accordance with the Personal Data Protection Act 2019 and other relevant laws.
 - (3) The User is required to fully cooperate with AWN or its designated representatives in safeguarding the AIS eBiz KYC system against any form of damage.
 - (4) The User is obliged to promptly report to AWN any instances of improper use, access, or disruption of the AIS eBiz KYC system.
 - (5) When utilizing the Mobile Application on a mobile device and Web Application to access the AIS eBiz KYC system, the User is required to adhere to the following
 - (5.1) The User must maintain the security of their device and safeguard the confidentiality of their PIN code.
 - (5.2) The User is prohibited from reproducing, modifying, distributing, or engaging in reverse engineering techniques or any form of alteration to any component of the AIS eBiz KYC.

- (5.3) The User shall not bypass security or encryption measures within the AIS eBiz KYC or utilize the Application on mobile devices with security restrictions, such as those employing jailbroken or rooted mobile devices.
- (5.4) The User must refrain from eavesdropping or employing reverse engineering techniques to acquire information contained within the AIS eBiz KYC or information transmitted by the AIS eBiz KYC system to external systems.
- (5.5) The User is required to promptly notify AWN upon discovery of any security vulnerabilities within the AIS eBiz KYC system.
- (6) The User is strictly prohibited from engaging in and must take measures to prevent their employees, agents, and individuals deemed to be under their responsibility from committing offenses as outlined herein. In the event of negligence or violation, the User shall be jointly responsible for the actions of the offenders in accordance with relevant civil and criminal laws.
 - (6.1) The User must not alter or manipulate computer information within the AIS eBiz KYC system without explicit permission from AWN.
 - (6.2) The User shall not unlawfully extract computer data from the AIS eBiz KYC system for disclosure, sale, distribution, or dissemination to others, whether for personal gain or to the detriment of AWN or AIS group of companies, without permission.
 - (6.3) The User must exercise due diligence and care in using the AIS eBiz KYC system to prevent unauthorized individuals from illicitly obtaining and disclosing computer data.
 - (6.4) The User is prohibited from using another individual's email address, phone number, or personal information to access the AIS eBiz KYC system for the purpose of reading, copying, editing, altering, deleting, or destroying computer data or conducting transactions, whether for personal gain or on behalf of others.
 - (6.5) Engaging in activities that disturb or destroy computer data within the AIS eBiz KYC system, thereby causing damage to AWN or other parties.
 - (6.6) Stealing, monitoring, locating, or decoding electronic data by using any tools or technology to obtain computer data from the AIS eBiz KYC system or confidential information of AWN or others, with the intention of causing damage to AWN or other parties.
 - (6.7) Assisting or cooperating with others to access the AIS eBiz KYC system or computer data to read, copy, modify, alter, delete, or destroy computer data, or to conduct any transactions for personal or third-party benefit.
 - (6.8) Illegally using codes to access the AIS eBiz KYC system, resulting in damage to AWN or other parties.
 - (6.9) Exhibiting negligence or carelessness in handling access codes, or allowing others to use personal email addresses, phone numbers, or personal information to access the AIS eBiz KYC system, thereby causing potential harm to AWN or other parties.
 - (6.10) Attempting to access the AIS eBiz KYC system from an area or in a manner that is not authorized.
 - (6.11) Installing, possessing, or using software categorized as hacking tools.
 - (6.12) Connecting computer equipment or any other electronic devices to the AIS eBiz KYC system without obtaining prior permission from AWN.

(6.13) Illegally accessing the AIS eBiz KYC system by any means.

(6.14) Committing any offenses as specified in the Computer Crime Act 2007, the Personal Data Protection Act 2019, and other related laws.

(7) The User is required to provide and bear the costs associated with the internet connection required to access the AIS eBiz KYC in accordance with the terms of this Terms and Conditions.

(8) The User must possess the necessary equipment for internet connectivity and accessing the AIS eBiz KYC, such as a mobile phone, computer with the appropriate specifications to support the AIS eBiz KYC system.

(9) The User acknowledges and agrees that AWN bears no responsibility for any loss or damage incurred by Users through the utilization of the AIS eBiz KYC system, whether directly or indirectly. This includes any consequential damages arising from the use or non-use of the AIS eBiz KYC service unless otherwise specified by relevant laws.

10. If any provision within this Terms and Conditions is found to be contrary to law or unenforceable, such provisions shall be deemed void only to the extent that they contradict the law or are unenforceable, without affecting the validity of the remaining provisions.

11. Notices, amendments, additions, and/or cancellations of this Terms and Conditions, as well as any relevant information and updates, shall be communicated to the User through various mediums including physical documents or electronic means on the internet. The address provided by the User during the registration process shall be considered the official domicile for correspondence or any new address notified in writing to AWN at least 15 days in advance. Notices may also be posted on the AIS eBiz KYC system as a method of communication.

12. In the event that the User fails to comply with or breaches the terms of this Terms and Conditions governing the use of the AIS eBiz KYC system or any connected services, the User consents AWN suspending and/or terminating the User's access to the AIS eBiz KYC system without prior notification.

13. Should the User wish to modify, suspend, or terminate their utilization of the AIS eBiz KYC system, they must adhere to the procedures and methods specified by AWN. Upon AWN's completion of any such changes, suspension, or terminations of the User's service, all documents, records, and computer data submitted by the User to AWN shall remain integral parts of these Terms and Conditions.

14. The User acknowledges and agrees that termination of the Terms and Conditions governing the use of the AIS eBiz KYC system or any associated services, for any reason whatsoever, shall render the User unable to electronically verify their identity using the AIS eBiz KYC system.

15. If the User engages in actions resulting in damage to the AIS eBiz KYC system, AWN, or any other party through the utilization of the AIS eBiz KYC system, the User shall be held liable both civilly and criminally.

Terms for Collect, Use and Disclose Personal Data for privileges of User

By accepting this Terms and Conditions, the User allows AWN to collect, use, and disclose 'personal data' for the User's benefit in accordance with the ADVANCED INFO SERVICE PUBLIC COMPANY LIMITED and its affiliates' Notice of Personal Data Protection and all the applicable laws.

- 1 "Personal Data" means the personal data under the Personal Data Protection Act B.E. 2562 as well as any other information that is necessary or useful for providing the service and has been supplied to AWN either by the User or through another authorized source.
- 2 AWN collects, uses or discloses personal data for the purpose of providing services that the User has registered including services or activities that interest the User, such as telecommunication services, broadcasting services, payment services, digital services or any other services or for the purpose of creating a database and using information to offer benefits according to User's interests or to provide after-sales service or to comply with the current and future laws or regulations applicable to AWN. To provide such services, AWN is required to send, transfer, and/or disclose personal data to the recipients, which are companies in the group, business partners, organizations, or juristic persons whom AWN is a contracting party or has a legal relationship with; thus, the User consents AWN to send, transfer, and/or disclose such information both domestically and internationally in countries with adequate personal data protection standards, and AWN shall collect the personal data only for as long as necessary for those purposes. Furthermore, the recipients are also legally required to protect their data. If the objective of collecting personal data changes in the future, AWN shall notify the User.
- 3 The User or data subject has the right to revoke their personal data consent at any time, unless doing so has a significant impact on the provision of services, or beyond AWN's control, or is restricted by law.
- 4 The consent for the collection, use, and disclosure of personal data is valid for the period specified by law.
- 5 User' or data subject' rights regarding revocation, requesting access to and obtaining a copy of personal data, objecting to collection, use, or disclosure, requesting relocation, deletion, or destruction, and suspending use of personal data shall be in accordance with The Notice of Personal Data Protection of AWN and its affiliates, along with all applicable laws.
- 6 Users shall reach AWN via email: DPOOFFICE@ais.co.th