

AIS mPAY Mobile Payment Service Terms and Conditions

AIS mPAY Mobile Payment Service is a payment service for goods and/or services via AIS mobile phone network by using non-reloadable electronic cash card issued by Advanced mPAY Company Limited (hereinafter referred to as "mPAY"), provided AIS mPAY Mobile Payment Service cooperates with Advanced Wireless Network Company Limited (hereinafter referred to as "AWN"), which is AIS mobile phone network service provider. This AIS mPAY Mobile Payment Service facilitates the Subscriber to make a payment for goods and/or services by the non-reloadable electronic cash card via AIS mobile phone network.

1. Definition

- 1.1 **"AIS mPAY Mobile Payment Service"** means a payment service for goods and/or services via AIS mobile phone network using a non-reloadable electronic cash card issued by mPAY and developed cooperate between AWN and mPAY.
- 1.2 **"E-PIN"** means a non-reloadable electronic cash card issued by mPAY which electronically records the value equal to the amount of goods and/or services that the Subscriber intends to pay for using AIS mPAY Mobile Payment Service instead of cash.
- 1.3 **"Mobile Phone Number"** means an AIS mobile phone number provided by AWN, applicable to both prepaid and postpaid plans.
- 1.4 **"OTP"** means a single-use password (One Time Password) sent from AIS mPAY Mobile Payment Service via SMS to Mobile Phone Number registered by the Subscriber at the time of using this service, to verify that the Subscriber intent to use AIS mPAY Mobile Payment Service with the registered Mobile Phone Number.
- 1.5 **"Goods/Services Fee"** means the value of goods and/or services, or any other payment electronically sold or provided to the Subscriber, who agrees to appoint mPAY as the payment service provider for goods and/or services via the AIS mPAY Mobile Payment Service. This includes fees such as Digital Content fees, insurance premiums, ticket fees, etc.
- 1.6 **"Digital Content"** means a computer program, software, digital content, or any other content that allows the Subscriber to download or stream from a Digital Content service provider's channel.
- 1.7 **"Merchant"** means a seller or a service provider, such as a Digital Content provider, ticket seller, insurance company, etc., who appoints mPAY to collect the Goods/Services Fee from the Subscriber via the AIS mPAY Mobile Payment Service.
- 1.8 **"Terms and Conditions"** means the terms and conditions of the AIS mPAY Mobile Payment Service.

2. General Terms

- 2.1 These Terms and Conditions shall be governed by AWN and mPAY, which, unless specifically stated otherwise, shall collectively be referred to as the "Service Provider". The Subscriber, who registers or identifies the subscription of a Mobile Phone Number on behalf of a natural person, shall be referred to as the "Subscriber".
- 2.2 The mobile-prepaid Subscriber agrees to refund the mobile phone service fee in an amount equal to the Goods/Services Fee. The AIS mPAY Mobile Payment Service system will then convert the refunded amount into an E-PIN for the payment of goods and/or services to the Merchant.
- The mobile-postpaid Subscriber agrees to collect the Goods/Services Fee by AIS mPAY Mobile Payment Service via a monthly mobile phone bill.
- 2.3 The Subscriber who desires to make a payment of Goods/Services Fee by AIS mPAY Mobile Payment Service agrees to fully comply with this Terms and Conditions.
- 2.4 The Service Provider may refuse to provide AIS mPAY Mobile Payment Service specified under these Terms and Conditions without prior notice.
- 2.5 These Terms and Conditions may be amended or changed as appropriate to comply with relevant laws or regulations. In the event of such amendments or changes, the Service Provider shall notify the Subscriber via <https://mpay.th/pdf/tc-ais-mpay-mobile-payment-en.pdf> or other specified methods. The Subscriber shall comply with the amended Terms and Conditions until they terminate the AIS mPAY Mobile Payment Service.
- 2.6 The Subscriber agrees to and accepts all AIS mPAY Mobile Payment Service manuals currently in use and/or those that may be used in the future, including orders, suggestions, or responses sent via SMS to the Subscriber's Mobile Phone Number, as well as the terms and conditions for subscribing to the AIS mobile phone network. The Subscriber agrees that these shall be integral parts of these Terms and Conditions.

3. Subscriber's consent and representation

- 3.1 The Subscriber agrees to consent to the Service Provider collecting, using, or disclosing personal information, including behavior related to the use of the AIS mPAY Mobile Payment Service, for the purposes of service usage, improvement of the AIS mPAY Mobile Payment Service, communication, compliance with anti-money laundering laws, counter-terrorism laws, laws regarding the financing of weapon of mass destruction, and any other laws related to the AIS mPAY Mobile Payment Service, as well as offering various privileges to the Subscriber. This may involve the transfer or disclosure of the aforementioned information to the Merchant, AIS Group, or the Service Provider's partners, as counterparties or in accordance with legal requirements, including to cloud platforms (Cloud) located overseas. This is done for the purpose of providing the AIS mPAY Mobile Payment Service and/or for facilitating the Goods/Services Fee payment as per the Subscriber's request. All such information will be protected in accordance with personal data protection standards and the Privacy Policy of the AIS Group, available at <https://www.ais.th/privacy-notice/en/>.

- 3.2 To use the AIS mPAY Mobile Payment Service, the Subscriber agrees to allow AWN to transfer or disclose the Subscriber's mobile phone service registration or identification information to mPAY as necessary for providing the Goods/Services Fee payment service with an E-PIN. The Subscriber represents and warrants that any registration or identification information, electronic information, and documents submitted to the Service Provider are true and accurately copied from the original documents.
- 3.3 The Subscriber represents and warrants to cooperate with the Service Provider to comply with anti-money laundering law, counter-terrorism and proliferation of weapon of mass destruction financing law and any other laws related to AIS mPAY Mobile Payment Service.
- 3.4 The Merchant has the right to reject the payment of Goods/Services Fee through AIS mPAY Mobile Payment Service. In this regard, the Subscriber represents and warrants that they shall not make any claim against the Merchant regarding such rejection through AIS mPAY Mobile Payment Service or in any other event that they are unable to pay Goods/Services Fee via AIS mPAY Mobile Payment Service.

4. **Scope of AIS mPAY Mobile Payment Service**

- 4.1 The Subscriber shall use the AIS mPAY Mobile Payment Service with only its Mobile Phone Number.

In this regard, the Service Provider shall provide the AIS mPAY Mobile Payment Service to the registered mobile-postpaid Subscriber or to the mobile-prepaid Subscriber who has been identified with AWN for more than 90 days.

- 4.2 To use AIS mPAY Mobile Payment Service, the Subscriber shall enter their Mobile Phone Number and OTP to verify the use of the Service. The Subscriber will then receive a confirmation message via SMS to their Mobile Phone Number, indicating the successful payment of the Goods/Services Fee through the AIS mPAY Mobile Payment Service. This includes cases where the Subscriber agrees to make a payment for the Goods/Services Fee via the Merchant's channels or platforms. Once the payment is made, whether by the Subscriber, a third party with the Subscriber's permission, or any other person using the Subscriber's Mobile Phone Number without permission (whether intentional or reckless), the transaction will be deemed successful and legally binding. In the event of any damages arising from these circumstances, the Subscriber will be responsible for all damages without dispute or claim against the Service Provider.
- 4.3 In the event that the Subscriber agrees with the Merchant to pay the Goods/Services Fee through the AIS mPAY Mobile Payment Service on a daily, weekly, monthly, or otherwise agreed-upon basis, the Merchant will send a request to mPAY to process the payment to the Subscriber's Mobile Phone Number, as provided on the Merchant's channels or platforms. AIS mPAY Mobile Payment Service will then send a confirmation message via SMS to the Subscriber's Mobile Phone Number each time the payment for Goods/Services Fee is successfully made.

5. The Usage of AIS mPAY Mobile Payment Service

5.1 The Subscriber agrees to make a payment for Goods/Services Fee through AIS mPAY Mobile Payment Service under the payment terms and conditions for each good and/or service, which shall be referred to as “Payment Terms and Conditions”, as specified below:

5.1.1 Insurance Premium Fee

- mPAY is solely a payment service provider for insurance premium fees, and mPAY is not an insurance broker or insurance agent for any insurance company.
- The insurance coverage is specified within the insurance policy. Please read the details of the policy thoroughly before agreeing to make any Goods/Services payment via the AIS mPAY Mobile Payment Service.
- The Subscriber must accurately and thoroughly disclose all necessary information about the insured to the insurer for the purpose of claiming compensation.
- The Service Provider shall limit the maximum credit amount for purchasing the Insurance Premium Fee to THB 4,000 per transaction, but the total shall not exceed the available credit balance on the mobile phone number, subject to the terms and conditions of the Service Provider.

5.1.2 Digital Content Fee (such as movies, music, games etc.)

- The payment terms and conditions shall be specified by Digital Content provider.
- Service Provider may limit the maximum purchase amount for the Digital Content to THB 4,000 per transaction but not exceeding the credit limit balance on the mobile phone number subject to terms and conditions of the Service Provider.

5.1.3 Ticket Fee

- The payment terms and conditions shall be specified by the Ticket provider.
- The Service Provider may limit the maximum purchase amount for the Ticket Fee to THB 4,000 per transaction, but the total shall not exceed the available credit balance on the mobile phone number, subject to the Service Provider’s terms and conditions.

5.1.4 Other Goods/Services Fee

- The payment terms and conditions shall be specified by the Merchant in advance.
- The Service Provider may limit the maximum purchase amount for Digital Content to THB 4,000 per transaction, but the total shall not exceed the available credit balance on the mobile phone number, subject to the terms and conditions of the Service Provider.

Service Provider reserves the right to limit the maximum amount for payment of Goods/Services Fee by AIS mPAY Mobile Payment Service for postpaid mobile phone number which shall not exceed 20% of the credit limit balance for postpaid mobile phone subscription specified by AWN, and in no case shall it exceed THB 4,000 per month. To check the credit limit, please dial *121*4#.

5.2 AIS mPAY Mobile Payment Service shall be immediately terminated when one of the following circumstances occurs:

5.2.1 The Subscriber terminates the AIS mPAY Mobile Payment Service;

- 5.2.2 The Subscriber changes their Mobile Phone Number or switches to another mobile phone service provider other than the Service Provider;
- 5.2.3 The Subscriber terminates Mobile Phone Number;
- 5.2.4 The Subscriber changes the owner of Mobile Phone Number; or
- 5.2.5 The Subscriber's Mobile Phone Number has been terminated.
- 5.3 The Service Provider may, either wholly or partially, refuse to provide or temporarily suspend the AIS mPAY Mobile Payment Service, or terminate the payment, when any of the following circumstances occurs:
 - 5.3.1 The prepaid Mobile Phone Number has insufficient balance to convert to E-PIN for the payment of Goods/Services Fee via the AIS mPAY Mobile Payment Service, or the credit limit is insufficient for payment of goods and/or services as specified under these Payment Terms and Conditions;
 - 5.3.2 The postpaid Mobile Phone Number reaches the maximum limit for payment of goods and/or services via AIS mPAY Mobile Payment Service as specified under this Payment Terms and Conditions;
 - 5.3.3 The Subscriber breaches the Payment Terms and Conditions and/or terms and conditions of the Merchant or these Terms and Conditions;
 - 5.3.4 The Subscriber uses forged documents, or discloses and/or submits false information;
 - 5.3.5 The Subscriber has been seized the assets by the government or public organizations or has been suspected as an illegal conductor under anti-money laundering law, and counter-terrorism and proliferation of weapon of mass destruction financing law;
 - 5.3.6 In the event that the Service Provider finds the possibility of AIS mPAY Mobile Payment Service causing damages to the Subscriber, the Service Provider shall immediately suspend AIS mPAY Mobile Payment Service for the Subscriber's safety. In this regard, the Service Provider shall notify the Subscriber regarding the AIS mPAY Mobile Payment Service suspension via SMS the Mobile Phone Number; or
 - 5.3.7 The Service Provider reasonably suspects that the Subscriber is misusing the service or attempting to violate the law or engage in any actions that may cause damages to the Service Provider, the Merchant, or others.

6. Examination of AIS mPAY Mobile Payment Service Usage Information

- 6.1 The Subscribers can examine the history of the payment of Goods/Services Fee via AIS mPAY Mobile Payment Service by themselves within the past 3 months through my AIS Application or by making occasional requests by calling 1175 (AIS Call Center).

- 6.2 The Service Provider shall verify and submit the information according to clause 6.1 to the Subscriber who has registered or identified the subscription of Mobile Phone Number.

7. Complaint on AIS mPAY Mobile Payment Service

- 7.1 In the event that there is any complaint regarding AIS mPay Mobile Payment Service, the Subscriber can contact by phone call to 1175 (AIS Call Center) or visit the office at 414 Phaholyothin Road, Samsen-Nai, Phayathai, Bangkok, in order to submit such complaint to the Service Provider.
- 7.2 In the event that there is any complaint regarding AIS mPAY Mobile Payment Service, the Service Provider shall verify and report the verification progress to the Subscriber as well as inform about the process to solve the problems within 7 days from the submission date of such complain.
- 7.3 In the event that there is a complaint regarding the payment of Goods/Services Fee or service termination and/or refund request, the Subscriber shall contact the Merchant directly. The Service Provider shall cooperate to provide information and coordinate with the Merchant for the solution as soon as possible. The condition of the refund or the return of goods and/or services shall be specified by the Merchant.

8. Decline of Payment or Cancellation of Service

In the event that the Subscriber desires to decline the payment of Goods/Services Fee via AIS mPAY Mobile Payment Service due to the error of the payment of Goods/Services Fee, the Subscriber shall decline such payment order within 30 days from the date of the payment of Goods/Services Fee by calling 1175 (AIS Call Center).

The Subscriber, by themselves, has the right to terminate AIS mPAY Mobile Payment Service at any time by notifying the Service Provider by calling 1175 (AIS Call Center).

9. The Termination of AIS mPAY Mobile Payment Service by Service Provider

The Service Provider may immediately terminate AIS mPAY Mobile Payment Service under the following circumstances:

- 9.1 The Subscriber passes away or the juristic person is terminated;
- 9.2 The Subscriber uses forged documents and/or discloses false information to identify the subscription of mobile phone service including declaring false information or forged documents when the Service Provider requires such evidence;
- 9.3 The Subscriber has been seized the assets by the government or public organizations or has been suspected as an illegal conductor under anti-money laundering law, and counter-terrorism and proliferation of weapon of mass destruction financing law;
- 9.4 The Subscriber terminates Mobile Phone Number registered with AIS mPAY Mobile Payment Service;

- 9.5 The Subscriber changes mobile phone service to other mobile phone service provider besides the specified network as described by the Service Provider;
- 9.6 The postpaid Mobile Phone Number Subscriber fails to make a payment of mobile service fee or Goods/Services Fee as specified in the monthly phone bill at the specific time by the Service Provider; or
- 9.7 The Service Provider reasonably suspects that the Subscriber misconducts the service or attempts to violate the law or commit any actions leading to some damages to the Service Provider or others.

10. The Service Rights Transfer of AIS mPAY Mobile Payment

The Service Provider reserves the right, without the Subscriber's approval, to transfer its rights and obligations in AIS mPAY Mobile Payment Service to another person. The transfer shall not prejudice any rights and obligations of the Subscriber that occur on or prior to the date of transfer.

11. The Amendment of Terms and Conditions of AIS mPAY Mobile Payment Service

In the event that the Service Provider amends, changes, or adds any terms and conditions, rules, or notifications related to the AIS mPAY Mobile Payment Service, the Service Provider shall notify the Subscriber via its website <https://mpay.th/pdf/tc-ais-mpay-mobile-payment-en.pdf> or through other service channel of the Service Provider at least 30 days in advance.