

**The following documents that accompany any request for service must be certified true copies and contain the corporate stamp (if applicable):**

1. A copy of the Company Registration Document;
2. A copy of the company's VAT registration (por.phor.20) or Form por.phor. 01;
3. A copy of the citizen's identification card of the person(s) authorized to legally represent the company;
4. A copy of the Residential Registration Document of the person(s) authorized to legally represent the company, or of the person(s) to whom a power of attorney has been granted to legally represent the company;
5. Power of Attorney and documentation of the person(s) with the power of attorney (if applicable).

**Conditions that apply to the Service Agreement between Symphony Communication PCL. and the Customer**

- 1) By "Service Provider" is meant Symphony Communication PCL.
- 2) By "Customer" is meant the following person/party requesting the service that is provided by the Service Provider

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3) The Customer agrees strictly to abide by the rules, regulations, announcements and/or principles governing the provision of the service and utilization of the service that the Service Provider draws up within the framework of the laws as currently promulgated and that shall be promulgated in the future. The Service Provider will send the term and condition to Regulator for approve in accordance with the Telecommunication Law.

4) The Service Provider agrees to maintain the equipment that is used for the provision of the service, on condition that the Customer must use the equipment in the way that is advised by the Service Provider. If the said equipment is damaged or destroyed by the Customer or the Customer's servants, no matter whether such damage or destruction is caused intentionally or negligently, the Customer shall be required to compensate the Service Provider for the full value of the damages that the Service Provider has sustained.

5) The Customer agrees to pay the Service Provider for the service that is provided and/or such fee as are stipulated in this Agreement. The Service Provider assure that the Service Provider will not charge fee or service charge that not specify in this Agreement. If the Customer defaults two times consecutively on any payments that the Customer is required to make for the service that is provided and/or fees, where payment dates have been stipulated in the invoices, the Service Provider shall be entitled immediately to cease providing the service, unless and until the Customer discharges in their entirety any debts that are due. In this regard, the Service Provider shall not be liable in any way for any damages that the Customer may sustain as a result of the Service Provider's refusal to provide the service that has been agreed on in this Agreement; and the Service Provider reserves the right to terminate this Agreement and demand compensation from the Customer as a result of the Customer's failure to make the payments that are due.

The Service Provider will send invoice to the Customer before due date of payment 15 days, invoice have detail related to rate of fee, service charge and calculation of fee and service charge that clear.

6) The rights under this Service Agreement remain the exclusive rights of the Customer. The Customer may only assign the rights under this Service Agreement to other persons or parties with the prior written consent of the Service Provider.

7) The service under this Service Agreement is provided on a 24-hour basis, without any days off. The standard and quality of service (the Service Level Agreement: SLA) shall be 99.90 per cent. In the event that there are any problems with the service that is provided, the Customer agrees to inform the Service Provider thereof, and the Service Provider agrees to rectify those problems up to the interconnection node and restore the service to its original standard and quality, the problems shall be rectified within a reasonable time, and not charge during the time that occur obstruction and the cost of such rectifications shall not be charged to the Customer, except if the problems arise as a result of actions that have been taken by the Customer or the Customer's servants.

8) Where necessary, the Customer may apply for a temporary halt in the service by means of a written request that is submitted to the Service Provider not less than 3 days in advance, and the Service Provider have to set the notify system all the time and sufficiently. The Customer is permitted to request a temporary halt in service not more than 1 time a year, and for not more than 30 days continuously each time. During the time that service is temporarily halted, the Customer is not required to pay the Service Provider for any of the service and/or fees, except where the Customer has halted the service for a period that is longer than allowed for under this Agreement, in which case the Service Provider is entitled to discontinue providing the service by means of a written notice not less than 30 days before service is discontinued.

In case of constitutes a force majeure with the Customer and the Customer can't use the service, the Service Provider agree that the Customer can suspend of service by request to the Service Provider as the time request by the Customer, but not over the time of force majeure remain.

After the Customer notify to the Service Provider for suspension of service the Customer not pay service charge between the time that suspension of service, except the Service Provider can verify that service charge arise from the Customer.

After the time of suspension of service be finished the Service Provider will connect the service for service the Customer promptly. The Service Provider will not charge fee or any expenses from the Customer.

9) Where necessary, the Service Provider is entitled temporarily to halt the provision of the service, by means of a written notification to the Customer, wherein the reason for the temporary halt in the service must also be given. The Service Provider is required to give not less than 30 days' advance notice of any temporary halt in the service, except under the following circumstances, in which case the service may be halted immediately:

- a) The Service Provider is affected by an event that constitutes a force majeure;
- b) The Customer dies, or ceases to be a juristic entity;
- c) The Customer has used forged documents in applying to use the service;
- d) The Service Provider can prove that the Customer is using the service in an unlawful manner, or in contravention of the terms of this Agreement;
- e) The Service Provider can prove that the Customer is using the service for financial gain, with the intention of not paying for the service and/or fees;
- f) It is necessary for the Service Provider to undertake maintenance work on or effect repairs to the telecommunications system that is used to provide the service.

The Service Provider shall not be liable in any way for any damages that the Customer sustains as a result of the service being halted under any of the aforementioned circumstances.

10) As provided for by Clause 15 of this Agreement, the Customer may request to terminate this Agreement by informing the Service Provider in writing not less than 5 working days in advance of the date of termination, on condition that the Customer must pay for services rendered and/or fees up to the day that the termination becomes effective. In the event of any of the following occurrences, the Customer may terminate the Agreement immediately:

- a) the Customer is unable to accept the services provided by the Service Provider for reasons that have arisen and exist on a continuous basis and which are beyond the control of the Customer;
- b) the Service Provider is in material breach of this Agreement;
- c) the Service Provider becomes bankrupt;
- d) the Service Provider alters the terms of this Agreement or the conditions under which the services are provided, which are such that the rights or benefits accruing to the Customer are reduced, except in cases where such reduction in rights or benefits results from the promulgation of laws;

11) The Service Provider is entitled to abort providing services under this Agreement and terminate this Agreement upon the occurrence of any of the following events:

- a) the Customer dies or the Customer is no longer a juristic person;
- b) the Customer is in default of payment for the service and/or fees on two consecutive occasions, where payment dates have been stipulated in the invoices that the Service Provider has sent to the Customer and the Service Provider has sent written reminders to the Customer to make the required payments, and has given the Customer not less than 7 days in which to do so;
- c) the Service Provider has reason to believe that the Customer is behaving fraudulently when using the service, or is using the service in an unlawful manner, or disregards any of the prohibitions under this Agreement;
- d) the Service Provider is unable to provide the service for reasons that are beyond the control of the Service Provider;
- e) this Agreement is terminated as a consequence of laws that are promulgated.

12) Documents, letters, and notices of the Service Provider that are sent to the Customer at the address which the Customer has instructed that invoices be sent to, shall be deemed to have been duly received by the Customer.

13) The Service Provider reserves the right not to accept responsibility for any damages that occur, whether such damages are sustained by persons or with regard to any data, information or messages of the Customer, or the Customer's property and/or damages that are sustained by the Customer's servants, no matter whether such damages are sustained directly, indirectly or as a consequence of any malfunction of the service and/or defects in the equipment at the destination; and the Service Provider may also decline to accept responsibility for any damages arising from outside parties unlawfully obtaining access to the data, information or messages of the Customer, except where such damages result from the intentional or negligent actions of the Service Provider and/or the employees of the Service Provider.

14) The Customer agrees to be bound and to act in accordance with the terms and conditions of the Service Agreement that appear on the application form/Service Agreement in every way, and it shall be deemed that this document is a binding agreement which applies to the use of the service by the Customer as well.

15) The service user agrees to use the service at least during the minimum period prescribed in this agreement. Where the Customer intends to terminate the agreement prior to the due date of the minimum period without reasons indicated in Clause 10(a) to (d), the Customer agrees to pay expenses for providing the service as follow :-

- (a) the costs of installation;
- (b) cost to provision the services;
- (c) cost to disconnect the service;

- (d) cost of any equipment provided to the Customer for the use of the service;
- (e) removal of the said equipment;
- (f) any compensation paid to State agencies, building owner or landlords for installation of any lines or associated service equipment to be able to provide the service to the Customer;
- (g) any compensation paid to building owner or landlords for the use of the building or land, and the actual amounts are as set out in the service order;
- (h) all compensation that the Service Provider paid to other Service Provider for providing the service to the Customer;

These expenses will be aggregated and divided by the minimum period, and then multiplied by the balance of the unutilized portion of the minimum period, however the Customer can request the Service Provider clarify detail relating to each expense by made in writing to the Service Provider within 7 days from the day that the Service Provider charge expenses that arise from termination prior to the due date of the period.

16) In case of the Customer have an opinion that invoice have incorrect, the Customer have a right to request data related to use the service from the Service Provider, and the Service Provider will notify about data to the Customer within 30 days from the day that the Customer request. If the Service Provider not operate within 60 days the Service Provider without right to charge related to service charge among that discuss.

17) In case of the Service Provider charge fee or service charge more than amount of use the service, the Service Provider will pay back different money to the Customer within 30 days from discuss related to invoice already, and the Service Provider will pay interest of different money in the same rate in case that the Customer default payment, except the Customer agrees to return different money as another. Returning different money to the Customer, The Service Provider may be pay back with cash, check or transfer to deposit account of the Customer or as method request or agrees by the Customer.

18) In case of terminate contract, the Service Provider have money for pay back to the Customer, the Service Provider will pay back money to the Customer and verify that the payee is same person with the Customer or attorney from the Customer. The Service Provider will pay back money within 30 days from terminate contract by cash, check or transfer to deposit account of the Customer or as method request or agrees by the Customer, if the Service Provider not pay back money to the Customer within the time because of lateness from the Customer, the Service Provider will pay loss of benefit in the same rate of interest that the Service Provider charge from the Customer in case of the Customer default payment to the Service Provider, and the Customer have right recover another damage according to law from the Service Provider.

19) The Customer can complain to the Service Provider by submit to accept of complain department of the Service Provider by the way as follow :

- a) Call Center : 1800 010 176 (Free)
- b) Fax : 02-101-1133
- c) Email : [nocs@symphony.net.th](mailto:nocs@symphony.net.th)
- d) Website : [www.symphony.net.th](http://www.symphony.net.th)
- e) Mail : 123 Suntowers Building B, 35th – 37th Floor, Vibhavadee Rangsit Road., Chomphon, Chatuchak, Bangkok 10900 Thailand