

Terms and Conditions For Maritime Internet Service Between The Service Provider And Subscribers

1. General

1.1 This Terms and Conditions for Maritime Internet Service (“Terms and Conditions”) is binding between Innostellar Co.,Ltd. (“Service Provider”) and general subscribers (“Subscriber”).

1.2 The Subscriber has read and understood of the terms and conditions for the service which specify rights and obligations for both the Service Provider and Subscriber clearly and thoroughly, so the Subscriber agrees to subscribe for the service by registering the User Profile for the application of service with Service Provider via electronics method such as mobile phone device including the typing or choosing of the message or any action that will enable the message to appear in accordance with the method as specified by the Service Provider through the mobile phone device or through the internet or through any electronics media designated by the Service Provider and the Service Provider has enabled or authorized the Subscriber to receive the Maritime Internet Service, it shall be deemed that Subscriber agrees to be bound by and to comply with this Terms and Conditions in all respects.

1.3 Service Provider is entitled to reject the provision of Maritime Internet Service to Subscriber subject to this Terms and Conditions.

2. Definitions

2.1 “Service Provider” means Innostellar Co.,Ltd..

2.2 “Subscriber” means person(s) or juristic person(s) who enter into agreement for the use of Maritime Internet Service with Service Provider including person(s) or juristic person(s) who use or is in possession of User Profile for the purpose of using Maritime Internet Service.

2.3 “Maritime Internet Service” shall also mean the Value Added Service, the VoIP Services, Web Application, Mobile Services Application etc.

2.4 “Pre-Paid Maritime Internet Service” means the Internet service which the Subscriber shall pay for the fees and any Service Charge to the Service Provider in advance before using the service. However, the pre-paid fees and Service Charges shall be deducted subject to the proportion of timeframe of service usage including the fees and Service Charges as specified under each usage.

2.5 “Value Added Service” means any service such as voice service, image, moving image, data, multimedia or mixed media provided by Service Provider or Value Added Service Provider to the Subscriber in addition to the normal Maritime Internet Service of the internet surfing service.

2.6 “Value Added Service Provider” means any person or entity that enters into agreement with Service Provider to offer the Value Added Service subject to Clause 2.5.

2.7 “Service Office or Branch Office” means service office or branch office or call center of Service Provider.

2.8 “Complaints Center” means the complaints center specifically established by Service Provider or the service center which the Service Provider hires to receive the complaints on behalf of Service Provider.

2.9 “Service Charge” means fees, charges or other expenses collected by Service Provider from Subscriber in consideration of the usage or the intention to use Maritime Internet Service of Service Provider and Value Added Service.

2.10 “Cash Card” means card, document or electronics money (e-money) used to increase the financial balance of Maritime Internet Service.

2.11 “Subscriber Identity Module Card” or “User Profile” means the device which

contains the micro processing and memory unit that the Service Provider records the Maritime Internet Identification Number of Subscriber to enable the Subscriber in connecting with the network and to record the IP Number and other information of Subscriber.

2.12 “Agreement” means the mutual agreement between Service Provider and Subscriber in relation to the provision of Maritime Internet Service to Subscriber with no restriction of the method, which shall be binding and enforceable on Subscriber and the Service Provider immediately in accordance with the rights and obligations specified under this Terms and Conditions, which the Commission already gave the consent, when the Service Provider enables the Subscriber in using the Maritime Internet Service.

2.13 “Apply or Submit an Application” means the registration of User Profile to enter into the Agreement for the usage of Maritime Internet Service with Service Provider via electronics method such as mobile phone device including the typing or choosing of the message or any action that will enable the message to appear in accordance with the method as specified by the Service Provider through the mobile phone device or through the internet or through any electronics media as currently designated or to be established in the future by the Service Provider.

2.14 “Personal Information” means the name, surname and address of Subscriber including the related information of Subscriber which can identify the Subscriber or may identify the Subscriber, whether directly or indirectly, including the service usage data, IP number and usage behavior of Subscriber.

2.15 “Commission” means the National Broadcasting and Telecommunications Commission (NBTC).

3 Service Provision

The Service Provider shall provide the Maritime Internet Service which the Subscriber has Applied or Submitted an Application and entered into Agreement with the Service Provider. The Subscriber shall have the rights to use the IP number as designated by the Service Provider for the purpose of satellite telecommunication including the Value Added Service and other services in relation to the Maritime Internet Service designated by the Service Provider as currently in service and as to be established in the future.

4 Enter Into Agreement And Service Usage

4.1 Whenever the Subscriber Applies or Submits an Application for the service by the method of registration of User Profile to enable usage of Maritime Internet Service with Service Provider via electronics method such as mobile phone device including the typing or choosing of the message or any action that will enable the message to appear in accordance with the method as specified by the Service Provider through the mobile phone device or through the internet or through any electronics media as designated by the Service Provider or when the Service Provider has enabled or authorized the Subscriber to receive the Maritime Internet Service, it shall be deemed that Subscriber agrees to enter into the Agreement with Service Provider subject to this Terms and Conditions in all respects.

4.2 The Subscriber shall provide information in respect to the name, surname, address and the copy of personal identification card or other cards as issued by the governmental organization to confirm oneself as Subscriber and the holder of User Profile, subject to the specification regarding the obligation of Service Provider to collect Personal Information by the Commission. In case the Subscriber does not consent in the provision of Personal Information, the Service Provider shall have the right to temporarily suspend the service in accordance with law and/or announcement, regulations as currently designated by the Commission or to be established in the future.

4.3 The Subscriber shall receive the rights from the service in accordance with the terms and conditions specified in the promotional campaign announced by Service Provider to the applicant or to the person(s) using the service then. However, the Subscriber has the

rights to change the promotional campaign and services usage subject to the promotional campaign offered by the Service Provider therein.

4.4 The Service Provider shall have the rights to use the Subscriber's Personal Information in the services with the Subscriber's consent for the purpose of business conduct regarding telecommunication and to conform to regulations as specified by the Commission regarding the Protection of Rights of Telecommunication Subscriber Regarding Personal Information.

However, the Subscriber shall have the rights to inspect, request for the copy or request for the certified true copy or amend or suspend or to disclose the Subscriber's Personal Information or to withdraw such consent for the processing of information by issuing the written request to the Service Provider. In case the Service Provider does not conform to such request, the Subscriber shall issue the written notification to the Commission for the enforcement of Subscriber's rights and the Service Provider shall request for the fees in case the Subscriber request for the inspection, request for the copy or request for the certified true copy of Personal Information of Subscriber which such fees shall not exceed the regulations specified by the Commission.

4.5 In case of any hindrance incurred by the telecommunication service of Service Provider subject to the standard or quality of service resulting in the inability to use the service by the Subscriber, the Service Provider shall fix such hindrance so the Subscriber can continue using the telecommunication service as soon as possible and the Service Provider shall not collect any Service Charge during such period from the Subscriber. However, the Service Charge incurred during the normal usage shall be the responsibility of Subscriber to pay the Service Charge to Service Provider.

4.6 The Service Provider shall provide the telecommunication service subject to the standard and quality of service as advertised or as informed to the Subscriber. Such standard and quality of service shall not be lower than specified by the Commission.

4.7 In case the Service Provider has provided the mobile phone and/or any device to the Subscriber without any charge for the purpose of telecommunication service, the Subscriber shall have the responsibility to take care of such mobile phone and/or any device received as if it's one's own asset and the Subscriber shall return such things in the specified date at the expiration of Agreement. However, the Service Provider shall not regard such event as the condition to put any burden on the Subscriber or to request for liquidated damages or damages from the early termination of Agreement.

If there is occurrence that the mobile phone and/or any device is malfunction, damaged or lost from the action or negligence of Subscriber, the Subscriber shall inform the Service Provider immediately and shall be responsible for the actual damages to the Service Provider which shall not exceed the price of such mobile phone and/or such device in the market therein.

4.8 In case the Subscriber assigns one's rights of service usage by providing the User Credential to others, the assignee or Subscriber shall bring the assignee to disclose relevant information of the assignee in order to represent oneself as the Subscriber and the holder of User Credential subject to the conditions of Commission regarding the specifications for Service Provider to collect Personal Information.

In case the Subscriber fails to conduct subject to the first paragraph, the Subscriber, because of the assignment, cannot deny the responsibility regarding the damages incurred from the usage of telecommunication service of the assignee.

In case the Service Provider agrees with the assignment of service usage from Subscriber to others, it shall be deemed that the rights of Maritime Internet Service subject to the promotional campaign of Subscriber are terminated immediately. In such case, the assignee shall apply for the service with the Service Provider.

5 Conditions And Usage Method of Value Added Service

5.1 The usage of Value Added Service which is subject to the password or personal code of the Subscriber, the Subscriber shall solely keep and maintain such password in confidential.

5.2 The Subscriber of Value Added Service shall have the rights to receive each type of Value Added Service no more than the amount and the money specified by Service Provider subject to the information of each service informed to the Subscriber through the medias and in case the Subscriber falsely inputs the password or personal code more than the specified amount, the Subscriber shall be unable to receive any service unless the Subscriber contacts Service Provider to correct such failure for the continual usage of service.

5.3 The Subscriber agrees that the Service Provider shall collect the Service Charge of any charge from Subscriber on behalf of Value Added Service Provider. However, the Service Provider shall be jointly responsible with the Value Added Service Provider to the Subscriber in damages incurred from the provision of Value Added Service.

5.4 In case the Subscriber wants to cancel the Value Added Service, the Service Provider shall conform to such cancellation immediately and in case of dispute, if Service Provider cannot clearly prove that the Subscriber has the intention to Apply or Submit an Application for the Value Added Service, the Service Provider shall have no right to collect the Service Charge for such Value Added Service.

5.5 The Subscriber can use the Value Added Service in foreign country if the Foreign Service Provider provides such service which the Subscriber shall pay for additional Service Charge at the rate of International Satellite Roaming Service subject to the specifications of Foreign Service Provider or the Service Provider.

6 Specifications Regarding the International Satellite Roaming Service

In case the Subscriber Applies or Submits an Application for the International Satellite Roaming Service, the Subscriber shall conform to the additional terms and conditions of the service as follows;

6.1 When the Subscriber Applies or Submits an Application for the International Satellite Roaming Service to the Service Provider, the Service Provider can bring the Subscriber's IP number or other numbers as specified by the Service Provider to use International Satellite Roaming Service in the country which the Service Provider has the agreement with Foreign Service Provider and/or in case the Subscriber Applies or Submits an Application for International Satellite Roaming Service with the Service Provider, the Service Provider can surf from Thailand to foreign destination number subject to the methods and procedures as announced and informed to the Subscriber.

6.2 During the use of International Satellite Roaming Service in foreign country, the Subscriber shall not sell, distribute, assign or amend the rights as the user of telecommunication number used in foreign country.

7 Service Charge and Fee

The Subscriber can conduct the top-up process for the usage of pre-paid Maritime Internet Service subject to the procedure as specified by the Service Provider in Clause 8 or the procedures as announced and informed to the Subscriber additionally in the future.

7.1 The Subscriber agrees to pay Service Charge to the Service Provider in accordance with the rate of Service Charge announced by the Service Provider.

7.2 The Subscriber can request to know the rate of Service Charge for International Satellite Roaming Service, the International Value Added Service at the Service Office, Branch Office, website or call to the Service Provider's call center.

7.3 The Service Provider may collect the Service Charge lower than the

specification subject to the promotional campaign and service usage on the case-by-case basis.

8 Service Charge Payment Method and Due Date of Payment

8.1 The Subscriber shall specify the Service Charge and fees to the Service Provider in advance before the usage via top-up method through the payment channel specified by the Service Provider as follows;

8.1.1 By Cash Card or e-money

8.1.2 The top-up method via ATM machine of each bank such as Bangkok Bank, Kasikorn Bank, Krung Thai Bank, Bank of Ayudhya, United Overseas Bank, TMB Bank or other banks which shall be open for business in the future.

8.1.3 The top-up method at the Service Provider's Service Office throughout the along the sea provinces of Thailand which the Service Provider's employee/sale agent shall conduct the procedures on behalf of Subscriber.

8.1.4 The electronics top-up method through e-refill machine and e-pay machine.

8.1.5 The top-up method via the network of internet service provision.

8.1.6 The top-up method via the bank's Telephone Banking System.

8.2 The Subscriber can always top-up for the usage of Maritime Internet Service during the service period. In case there's remaining balance in the service system and the Subscriber has topped-up within the specified period, the system shall add the remaining balance together with the new balance.

8.3 The Subscriber can always request to know the remaining balance within the Maritime Internet Service system and the Service Provider shall inform the Subscriber in writing through email/ Social Media Application such as LINE etc. service.

9 Service Period

9.1 Each top-up in the amount specified by Service Provider, the Subscriber shall receive the usage period for 30 days.

9.2 The Subscriber shall top-up into the service system once the expiry incurred.

10 Examination of Service Usage

10.1 In case it appears that the Service Provider collects the Service Charge higher than the actual amount from the service usage, the Service Provider shall refund the differential amount to the Subscriber within 30 days since the date of the conclusion of facts and the Service Provider shall pay the interest of differential amount in the same rate specified to be collected from the Subscriber in case the Subscriber pay the Service Charge delay from due date which the Service Provider shall refund the money in cash or cheque or transmit in the Subscriber's bank account as informed by the Subscriber or top-up into the Subscriber's user profile or other methods as informed by the Subscriber.

10.2 The Service Provider shall examine information regarding service usage, inform and refund the money (if any) to the Subscriber who have the evidence to prove as the real Subscriber only.

11 Notification for Temporary Suspension of Service

11.1 In case of necessary cause where Subscriber cannot temporarily use the Maritime Internet Service, Subscriber may request for temporary suspension of service by informing its intention from time to time by oneself or via facsimile with the copy of one's identification card or in writing via registered mail with return receipt request to Service Office, Branch office, or Service Center not less than 7 days in advance. However, the Service Provider may specify the minimum period or maximum period allowed for the suspension of service by the Subscriber which shall be informed to the Subscriber. In the event of Force Majeure incurred by the Subscriber which resulting in the inability to use the service by the Subscriber, the Service Provider shall allow the Subscriber

to temporary suspend the service subject to the period as requested by the Subscriber but it shall not exceed the period of such Force Majeure.

11.2 In the request for temporary suspension of service, the Subscriber shall not pay for the fees or any charge in the process unless the Subscriber suspends the service longer than the maximum period specified by the Service Provider, the Service Provider shall have the right to terminate the service by notifying the Subscriber in advance not less than 30 days.

11.3 Service Provider shall resume the service for Subscriber immediately on the following day after the due date of temporarily suspension of service without charging any fee relating to the resumption of the service from Subscriber.

12 Cancellation of Service

12.1 Subscriber is entitled to cancel the service at any time by notifying its intention by oneself in writing to Service Office or Branch office of Service Provider or via facsimile with the copy of one's identification card to the Service Provider in advance. Subscriber shall responsibility any cost and/or early termination Fee (If any).

In the following event, the Subscriber shall be able to cancel the service immediately;

12.1.1 The Subscriber cannot receive the service from Service Provider from continual event which is out of control of Service Provider.

12.1.2 The Service Provider breaches the material Clause of the Agreement and this Terms and Conditions.

12.1.3 The Service Provider becomes insolvent.

12.1.4 The Service Provider amends the Agreement or the Terms and Conditions of service, resulting in the decrease of rights or interests of the Subscriber, unless such decrease is subject to law.

13 Complaints Regarding Service

In case the Subscriber has the concern regarding the Maritime Internet Service of Service Provider, the Subscriber shall have the right to file the complaints subject to the procedure regarding complaints receiving and remedy to the complaints of Subscriber which the Service Provider already specified and announced.

14 Refund of Service Charge

Upon termination of this Agreement for whatever reason, in case the Service Provider have the remaining balance to refund to the Subscriber after deducting the outstanding balance of Service Charge and/or fees of the Subscriber. The Service Provider shall refund the remaining amount to the pre-paid upon user profile number within the Service Provider's system as requested by the Subscriber or to be refunded in cash or cheque or transmit into the bank account of Subscriber as informed by Subscriber or by other methods as instructed by the Subscriber which the Subscriber shall present the evidence to prove oneself as genuine Subscriber to the Service Provider.

15 Refusal of the Provision of Service

The Service Provider may refuse to provide the service to the applicant of service in the following event;

15.1 When the Subscriber refuses to provide Personal Information as Subscriber and holder of User Profile.

15.2 When the Subscriber is suspended from service usage or was suspended from service usage subject to each incident in Clause 17.2-17.5.

15.3 When the Subscriber is terminated from service usage or was terminated from service usage subject to each incident in Clause 18.1 or 18.2.

16 Suspension of Service by Service Provider

Service Provider is entitled to suspend the service immediately without prior written notification to the Subscriber in the following events.

- 16.1 There is Force Majeure incident incurred by the Service Provider.
- 16.2 The Subscriber dies or ceases business operation.
- 16.3 Subscriber uses false document in applying for the use of the service or provides false information in the application of service.
- 16.4 Service Provider can prove that the Maritime Internet Service provided to Subscriber is illegally used or is used in breach of Agreement.^၁
- 16.5 Subscriber fails to pay pre-paid Service Charge within the specified period.
- 16.6 Service Provider has to maintain or fix the telecommunication system used for the service.

17 Termination of Service

- 17.1 The Subscriber dies or ceases business operation;
- 17.2 The Service Provider has the reason to believe that the Subscriber has fraudulent behavior in service usage or engages in illegal use of service or is in breach of Agreement.
- 17.3 The Service Provider cannot provide the service subject to the cause which is beyond the control of Service Provider.
- 17.4 The termination is subject to law.

18 Amendment

Any amendment or addition of the terms, conditions, regulations, announcements of the service including the change of remuneration rate, Service Provider shall inform Subscriber in writing for not less than 30 days in advance.

In case of the amendment of Agreement which shall affect the rights, obligations or interests which the Subscriber should receive, the Service Provider shall provide such amendment to the Commission for approval for not less than 30 days in advance, unless the amendment is about the terms and conditions of service provision which the Commission provides an exception that such amendment does not require the approval from the Commission. In such case, the Service Provider shall inform the Commission for not less than 30 days after the amendment is in effect.

19 Miscellaneous

The Subscriber agrees that in case the Subscriber Applies or Submits an Application for the service in relation to the Maritime Internet Service, International Satellite Roaming Service or other services as may be provided by the Service Provider in the future, the Subscriber shall continue to fully comply with this Terms and Conditions.