

## Terms and Conditions for All Types of Deposit Accounts

1. When opening a deposit account for the first time, the depositor acknowledges that he/she must truthfully and completely fill in the details of the Deposit Account Opening Form and specify conditions of deposit as well as provide the Bank with his/her specimen signature. The depositor shall inform the Bank in writing should there be any change to the information, deposit conditions and/or specimen signature and provide the Bank with updated specimen signature and/or the terms and conditions. In case the Bank has not been informed of such changes, the depositor allows the Bank to proceed in accordance with the information, specimen signature and/or deposit conditions previously given to the Bank by the depositor in which case the Bank shall not be deemed as having breached the deposit conditions.
2. The depositor acknowledges the initial amount required on the opening of the account for the first time, the minimum amount required for each deposit, and the duty to maintain the required balance in the account in accordance with the Bank's prevailing notification related to the matter. In case where there is no movement in the account and the minimum balance is lower than the minimum amount required by the Bank, the depositor accepts that an account maintenance fee shall be charged by the Bank in accordance with the Bank's regulations. Should the Bank announce any change to the conditions relating to the maintenance of the balance in the account or the account maintenance fee rate, the depositor agrees to be bound by the conditions in the said announcement in all respects without prior notice. Furthermore, the depositor allows the Bank to close his/her account without notice should the minimum balance becomes zero or when the Bank deems appropriate.
3. The depositor acknowledges that he/she will receive deposit interest at the rates specified in the Bank's notification, and allows the Bank to change the interest rate and conditions for interest payment whereby the Bank will inform the depositor of the matter in accordance with the notifications or regulations of the Bank of Thailand or other government authorities related to the matter. The depositor also agrees to the rates and conditions for interest payment as prescribed by the Bank in all respects.
4. The depositor acknowledges that, in depositing cash, bills, or any other negotiable instruments with a deposit slip, he/she must fill in the deposit slip and write the total amount in letters every time. A copy of the said deposit slip with acknowledgment from the Bank shall be regarded as evidence that the Bank has duly received the deposit of such cash, bills or any other instruments.
5. In depositing bills and/or other negotiable instruments into the account, the depositor acknowledges that the Bank accepts the same only for collection where the bills and/or the negotiable instruments belong to another financial institution. Thus, the Bank shall be deemed as having received the deposited amount and the depositor is able to withdraw the said deposit amount only after the Bank has successfully collected the amount in accordance with such bills and/or the negotiable instruments. The Bank shall proceed with the collection as per such bills and/or the negotiable instruments according to the procedures and the time applied as a customary practice by all commercial banks. In case of foreign bills and/or negotiable instruments, the depositor acknowledges and accepts that the Bank may impose the limitation that such amount not be withdrawn for a certain period of time in accordance with the Bank's regulations despite the fact that the Bank has proceeded with the collection of such foreign bills and/or negotiable instruments and already deposited the corresponding amount into the depositor's account. Moreover, if for whatever reason, payment of the foreign bills and/or negotiable instruments is denied or if, after the foreign bills and/or negotiable instruments have been duly collected, claims are made against the sum for its refund for whatever reason, or the Bank has to suffer damage due to such undertaking, the depositor hereby permits the Bank to deduct the amount thus deposited to his/her account as well as all expenses and damages incurred thereby from the said account or his/her any other account maintained with the Bank in order for the refund to be made. In such a case, the depositor agrees to pay, without prior notice, interest to the Bank at the highest rate charged by the Bank to customers having breached a contractual agreement made with the Bank. A debit advice indicating the amount being deducted will be sent to the depositor at the address given to the Bank once all relevant actions have been undertaken.
6. The depositor accepts that in depositing a cheque into the account, it shall be the depositor's responsibility to follow up on the result of the collection of the cheque. If, for any reason, payment is denied, the depositor accepts that he/she shall be responsible for collecting the cheque back from the Bank, whether he/she has been informed orally or in writing or otherwise. If the depositor fails to collect the cheque back and damage is incurred thereby, the depositor accepts not to use this event as a pretext for raising claims on the Bank to assume responsibility for such damage.
7. The depositor acknowledges and agrees that the conditions set in the deposit shall not allow other people to solely have the authority to withdraw money from the depositor's account and not allow the depositor on his own to withdraw money from his/her own account.
8. The depositor acknowledges and agrees that the bank is entitled to suspend any transaction, or refuse any deposit, or limit the amount which may be deposited, or return all or any part of the amount to be deposited, or close the depositor's account at any time and for whatever reason at the discretion of the bank without giving prior notice to the depositor

especially in the case where the depositor is insolvent, or is under a receivership order, or is bankrupt, or the depositor's property is seized, or there is a probable cause or reason to believe that any identity document or other supporting document the depositor has submitted to the bank when opening his/her account is incorrect, or the depositor is suspected to be involved in an activity that is against any law, rule, regulation, order, or policy of the governmental authority or the bank, or there is a breach of these terms, or the depositor commits or omits any action which the bank views as an improper use of the deposit account. However, the depositor shall not make any claim for damages against the bank and the bank shall not be liable to any damage that may arise from undertaking the above actions against the depositor in anyway.

In the event that the bank exercises the right to close the depositor's deposit account and the depositor still has a credit balance in the deposit account, the depositor agrees that it shall be at the discretion of the bank to deposit the said credit balance with the Deposit Office of the Legal Execution Department where it shall be deemed that the depositor has received the credit balance from the bank in full and the bank shall not calculate any interest in favor of the depositor from the date on which the credit balance is deposited with the Deposit Office of the Legal Execution Department forthwith.

9. The depositor acknowledges that in depositing with a passbook, the balance appearing on the passbook shall not be considered as the correct balance until it has been reconciled with the balance in the Bank's accounting system, which has been verified as correct. In the case where the balance on the passbook is found to be contradictory to the balance in the Bank's accounting system, the Bank shall verify the reports which are deemed as the Bank's evidence against the depositor's passbook and, then, inform the depositor of the verification result accordingly.

10. The depositor acknowledges that should the Bank discover that an error has occurred in an entry on the passbook due to a misunderstanding or a mistake for whatever reason with respect to an amount which has been deposited, transferred, withdrawn or transacted by the depositor and/or any other person, and/or an amount of interest to be received by the depositor and that the depositor does not have any right to receive such money, the depositor agrees to allow the Bank to deduct the corresponding portion from the account and rectify the relevant account transaction immediately without notice to the depositor.

However, whenever the depositor is informed of the mistake in the transaction undertaken by the Bank with respect to the depositor's account as aforesaid but there is no money in the account or the amount in the account is insufficient for the Bank to deduct the corresponding portion for adjustment or rectification of the relevant account transaction, the depositor agrees to repay such full amount to the Bank together with interest at the highest rate charged by the Bank to customers having breached the contractual agreement made with the Bank in accordance with the regulations of the Bank of Thailand or laws on commercial banks or laws on the business of financial institutions commencing from the date when the depositor has received such money until the full amount has been repaid.

11. The depositor acknowledges that he/she shall immediately inform the Bank in writing if the passbook or the deposit receipt has been lost, stolen or destroyed. In such a case, it shall be at the discretion of the Bank whether or not to issue a new passbook or deposit receipt. The depositor shall, however, be liable to compensate the Bank for any damages thus incurred or which may arise as a result thereof as deemed appropriate by the Bank. The Bank shall also have the right to request the depositor to provide any other document and evidence necessary for the consideration of the issuance of a new passbook or deposit receipt. In case where the depositor fails to immediately inform the Bank in writing that the passbook or deposit receipt has been lost, stolen or destroyed, the Bank shall bear no responsibility for any damages which may arise to the depositor as a result thereof.

12. The depositor acknowledges and accepts that the Bank shall immediately stop payment from the deposit account upon learning of the account owner's death. In such a case, only the administrator of the estate appointed by the Court shall have the rights to recover the deposit amount from the Bank by presenting the passbook and/or any other evidence as required by and to the satisfaction of the Bank. Should the deposit account be a joint account with more than one account owner and all the account owners do not accept or clarify the portion of each depositor's rights to the Bank, all depositors agree that each account owner has the right to an equal claim on the deposited money.

13. The depositor permits the Bank to make contact, enquiries, check, use, disclose or exchange some or all of the information given to the Bank upon the account opening or which the Bank has gained through the depositor's use of services or any means of communication to the Bank's subsidiaries, trading partners and service providers or any persons for the benefit of communication, business operations, product or service offerings of the Bank or for the purpose of processing the depositor's data such as to collect, record, classify, keep, rearrange, amend, select, retrieve, compare, use, connect, suspend, disclose for both specific and general purposes; this includes the deletion, disposal, submission, and transfer of such data by any means according to necessity and appropriateness such as to notify depositors of inactive accounts, remind depositors to make the payment for safe box rental fee without seeking for prior permission or consent from the depositor.

14. The depositor acknowledges that whenever there is any change to the address or office or telephone number or any transaction information which the depositor has given to the Bank or whenever there is any amendment to the authority and/or any change to the person vested with authority to act on behalf of the juristic person, the depositor must immediately inform the Bank of such change in writing.

15. The depositor acknowledges and agrees to strictly abide by these terms and conditions. The Bank shall bear no responsibility for any damages as a result of non-compliance with these terms and conditions by the depositor.

16. The depositor acknowledges and accepts to pay fees, charges and other expenses relating to the deposit as announced by the Bank and allows the Bank to deduct the money from the depositor's account without giving prior notice to the depositor for payment of such fees, service charges and expenses as well as all kinds of indebtedness owed to the Bank by one or all of the depositors, as the case may be.

In this regard, the depositor agrees to waive the right to claim for the amount to be deducted from the account as from the time that the said indebtedness and/or liability have arisen.

17. The depositor agrees to be bound by and comply with the terms and conditions as per the details of the Deposit Account Opening Form as well as other regulations of the Bank, including the rates and/or fees, expenses and/or charges with regard to deposits and those to be revised, added or cancelled by the Bank in the future without giving prior notice. However, if the said revision, addition or cancellation should result in any disadvantage to the depositor, the Bank is only obligated to notify the depositor in accordance with the notifications, or rules or regulations of the Bank of Thailand or other government agencies related to the matter.

18. Any documents and /or notices sent to the depositor via postal service or electronics mail (E-mail) at the address, office, or academy provided by the depositor in the Deposit Account Opening Form or in this Application or subsequently informed by the depositor shall be deemed to be delivered to the depositor and the depositor agrees to be bound thereby.

### **Additional Terms and Conditions for Time Deposit Account (Only for customers requesting to use this service)**

For time deposit service, if the money is not withdrawn from the depositor's account at maturity date, it shall be deemed that the depositor wishes to continue depositing the whole amount in the original account for the same term and under the same conditions as the original deposit at the applicable rate of interest prescribed by the Bank at the date of maturity of the deposit unless agreed otherwise or the terms and conditions for the type of the deposit account service used by the depositor stipulates otherwise or the Bank has informed the depositor otherwise

### **Additional Terms and Conditions for Current Account (Only for customers requesting to use this service)**

#### **Payment instructions**

1. The depositor acknowledges the warning written in the cheque book and shall write/sign the cheque in permanent ink which leaves clear traces in case it has been erased. Otherwise, the Bank shall not be obligated to pay the amount of money written in the cheque.
2. The depositor shall clearly write the name of the payee, and acknowledges that the Bank may refuse to pay a cheque if it is payable to any inexistent person or an assumed name or if it is payable in "cash" but the word "or bearer" has been crossed out.
3. The depositor shall completely fill in all details of the cheque, using Thai or English and shall accept that the Bank may refuse to pay a cheque if it is written in another language or the content as specified in the cheque is illegible or cannot be understood by the Bank.

#### **Corrections or deleted items**

4. The depositor accepts that the Bank shall not be obliged to pay a cheque issued by the depositor if any part of its content has been scraped, modified, erased or added. In case of crossed-out marks or corrections in important content of the cheque issued by the depositor such as the payment date, amount, name of payee and drawer, the depositor shall affix his/her complete signature to each and every correction or change in accordance with the conditions given to the Bank. If the payment order has to be with joint signatures, the depositor accepts to have all of those involved duly affix their complete signatures to each and every correction or change in accordance with the conditions given to the Bank.

#### **Signature**

5. The depositor, as a drawer, shall affix his/her complete signature on the cheque in accordance with the specimen signature given to the Bank. The depositor accepts that the Bank shall not be liable to check the rubber stamp, seal or any other written item related to the signing in the cheque apart from the said signature.

#### **The Bank's refusal to pay**

6. In case where the person presenting the cheque behaves in a suspicious manner or the matter is deemed as susceptible to cause any damages to the depositor, the depositor accepts that the Bank has the right to deny payment of the cheque and that he/she shall not claim for any damages as a result of such payment refusal.
7. In case several cheques of the depositor are presented for payment at the same time, whether for cash or for clearing through the Clearing House or for collection by other banks and the balance in the depositor's account is insufficient for the payment of all cheques, the depositor accepts that the Bank has the discretion to decide which cheques shall be paid and which one shall be refused.

8. In case where the depositor has issued cheques with insufficient fund in the account for payment more than 2 times, the depositor accepts that the Bank may close his/her account immediately without prior notice to the depositor and the depositor shall pay the Bank for the cheque return fee in accordance with the Bank's regulations.

9. If the Bank has made an advance payment when the account balance of the depositor is insufficient to pay for the cheque, where the Bank would normally refuse to pay or if the depositor has deposited a cheque into his/her account and the result of clearing is still not known on that day of deposit but the Bank has made a partial or a whole advance payment for the presented cheque which is refused payment thereafter, the depositor accepts that the advance payment made by the Bank is a debt which the depositor has overdrawn from the Bank and commits to repay such amount to the Bank together with compound interest at the highest rate charged by the Bank to customers who have breached the Bank's conditions in accordance with regulations stipulated by the Bank of Thailand or laws on commercial banks or laws on the business of financial institutions from the date of the advance payment until full repayment thereof.

#### **Cheque or cheque book lost**

10. The depositor shall be responsible for the safekeeping of all cheque books which are considered important documents in accordance with the Bank's instruction. In case where a blank cheque(s) or cheque(s) is lost or stolen, the depositor shall, in accordance with the Bank's regulations, immediately inform the Bank in writing details of the cheque(s) and shall cease the use of such cheque(s) or shall request the Bank to withhold the payment of such cheque(s). However, if the Bank has already paid the amount specified in such cheque before being informed by the depositor, the depositor accepts that the Bank shall bear no responsibility for any damages which may occur as a result thereof.

#### **Cheque collection**

11. The depositor accepts that, for depositing a cheque to an account, the Bank shall be considered to have received the deposit only once the cheque has been cleared. The Bank shall undertake the collection of the cheque amount in accordance with the customary procedure and timing applicable to all commercial banks. If in the process of such collection, the cheque is endorsed confirmed or endorsed guaranteed or discharged confirmed by the Bank but later it becomes evident that the depositor has no right or only a partial right in the cheque, causing the Bank to be liable to make payment to the owner or a third person, the depositor shall compensate the Bank for such amount together with interest at the highest rate charged by the Bank to customers who have breached the Bank's conditions in accordance with the regulations of the Bank of Thailand or laws on commercial banks or laws on the business of financial institutions from the date of payment made by the Bank.

If the cheque is required to be presented in other provinces, other localities or overseas for collection or in the case of a bill or any other kind of negotiable instrument, the Bank shall undertake the collection in the same manner as specified above. In such a case, the depositor accepts that the Bank shall have the right to charge a collection fee at the rate presently prescribed or the rate which may be announced in the future.

#### **Deducting a deposit account**

12. The depositor acknowledges and agrees that he/she shall maintain a minimum balance in the account as required by the Bank so long as the account is not closed. However, if the account balance is lower than the minimum requirement, the depositor accepts that the Bank may deduct his/her current account in order to pay the account maintenance fee at the rate prescribed by the Bank.

13. In case where the depositor's current account contains no money or does not have a sufficient amount for the Bank to debit for the payment of account maintenance fees, other fees or service charges as announced by the Bank or any kind of debts owed to the Bank by the depositor, the depositor accepts that all such outstanding debts are considered as overdrafts made by the depositor from the date that the debts have occurred and the depositor shall repay the whole amount thereof to the Bank together with a compound interest at the highest rate charged by the Bank to customers who have breached the Bank's conditions in accordance with the regulations of the Bank of Thailand or laws on commercial banks or laws on the business of financial institutions from the date of payment by the Bank or the date when the payment should have been made to the Bank, including all the expenses of reminding, claiming, demanding, taking legal actions and enforcing the repayment of the totality of debt.

#### **Other matters**

14. If the depositor is negligent and the cheque falls into the possession of another person who falsifies the drawer's signature and the cheque is paid by the Bank which believes it to be authentic, the depositor accepts that the Bank shall bear no responsibility towards the depositor for the amount of money thus paid and the depositor shall not claim any damages from the Bank in such case.

15. In case where the depositor wishes to close the account, he/she shall inform the Bank in advance. However, regardless of whether the account is closed by the depositor or by the Bank, the depositor shall return all unused cheques to the Bank. The depositor also accepts that the Bank shall bear no responsibility and has the right to refuse payment of any cheque issued by the depositor which is presented after the depositor's account was closed.

16. In case where the payment of cheque is refused and the cheque holder or the person assigned by the holder wishes to know the depositor's contact information, e.g. name, address and telephone number, the depositor accepts that it shall be at the discretion of the Bank whether to provide such information or not.

## Terms and Conditions for Krungsri ATM or Debit Cards (Only for customers requesting to use these services)

1. Krungsri ATM or debit cards or other cards with similar specifications currently provided or to be provided in the future, if not specifically referred to, shall be referred to as "the card" which collectively represents all cards issued by the Bank to the service applicant ("the cardholder") for performing cash withdrawal, money transfer, balance inquiry, goods and/or services payment, and other kinds of services to be offered by the Bank in the future, via Automatic Teller Machines (ATMs) or Mini-ATMs or Electronic Data Capture (EDC) Machines installed at various stores or places where such services are provided as well as through other channels/networks to be provided by the Bank in the future.

2. The Bank shall provide a card together with a Personal Identification Number (PIN) to the cardholder at the same time or provide only the card without PIN to the cardholder. In the latter case, the cardholder shall set his/her own PIN in accordance with the Bank's instruction for the first time card activation. The cardholder shall memorize the PIN and keep it confidential.

If the cardholder forgets the PIN, he/she shall contact the Bank's office/branch to issue a new card to replace the old one and agree to pay the new card issuance fee in accordance with the Bank's notification.

3. The cardholder may also request the use of services via the Bank's electronic channels as follows:

3.1 KrungsriOnline, providing services relating to financial transactions and financial business information via the Internet.

3.2 Krungsri Phone 1572, providing services relating to financial transactions and financial business information via telephone and facsimile systems.

3.3 Auto Debit Service via the Bank's various electronic channels.

3.4 Other services to be provided by the Bank in the future.

To request the use of services as per clauses 3.1, 3.2 and 3.3, the cardholder shall use the account number and/or card number and the card's PIN to request to use or apply for services in accordance with the terms and conditions prescribed by the Bank. In this regard, the cardholder agrees and admits that the terms herein shall be used as condition in applying for the above-mentioned services, and agree to be bound to comply with regulations, conditions and requirements for the use of such services as currently specified or to be subsequently specified by the Bank through the Bank's electronic channels, manuals, documents or notifications posted at the Bank's branches. The said requirements shall be deemed by the cardholder as part of this terms and conditions. However, if the card cannot be used for any reasons, the cardholder acknowledges that he/she will not be able to use the related services as per clauses 3.1, 3.2 and 3.3. If the cardholder intends not to further use the said services via any other electronic channel, he/she may cancel the use of services in accordance with the procedure specified by the Bank.

4. In case where the Bank and the providers of goods or services mutually agree that the cardholder may order goods or request the use of services by way of expressing his/her intention to pay for the goods and/or services by providing the card numbers verbally or in writing so that the goods or services providers can claim payment from the Bank, both parties shall proceed as follows:

4.1 If the cardholder objects that he/she did not order the goods or request the use of the services from the sellers or service providers and the Bank has determined through fact that the cardholder's objection is true and the cardholder is not involved in the said incident either by fraud or negligence, the Bank shall return the money to the cardholder within the specified time in accordance with the Bank's common practice.

The cardholder agrees that even though the Bank has returned the said money to the cardholder, subsequently, if the Bank has evidence to prove that the cardholder ordered the goods and/or requested the use of such services, the Bank shall have the right to demand such money including all damages from the cardholder.

4.2 The cardholder shall have the right to cancel the order of goods or provision of services within 45 days of the date of order or request of services or within 30 days from the due date of delivery of goods and/or services. In case the time of delivery of goods and/or services is specified in writing, if the cardholder can prove that he/she has not received the goods or services or received the goods or services later than the specified deadline or received incomplete or damaged goods or services, the Bank shall return the money to the cardholder within 30 days from the date of the cardholder's notification. In case of purchase of goods and/or services in foreign countries, the Bank shall give a refund to the cardholder within 60 days from the date of cardholder's notification.

5. The cardholder acknowledges that any action performed as a result of the use of the card and/or PIN either by the cardholder himself/herself or any other person who is assigned or acknowledged by the cardholder, shall be regarded as the cardholder's action, and that he/she shall be bound by and liable to the full amount of the debt arising as a result of such action, unless it is proved that the action is fraudulent and that the cardholder was not involved or the cardholder did not cause fraud through his/her negligence.

If the deposit account used in the form requesting the use of the card services is a joint account, all account owners who jointly sign the Deposit Account Opening Form and the service request form shall be liable jointly and severally for any damages as a result of the aforesaid action to the Bank.

6. In case where the cardholder withdraws cash and/or makes any payment of goods and/or services outside Thailand in foreign currencies, the cardholder acknowledges and agrees that the Bank shall charge fees for the risk from exchange rate fluctuations at the rate of up to 2% of the amount withdrawn and/or of the actual payment of goods and/or services by debiting the corresponding amount from the depositor's account in order to cover the risk arising from the conversion of such foreign currencies.

7. The exchange rate for converting the foreign currency into Thai Baht in case of cash withdrawal and/or payment of goods and/or services determined by the Bank shall be based on the reference rate announced by VISA International Inc. or MasterCard Inc. as the case may be. In this regard, the card holder may check exchange rates for preliminary reference at the following sources:

In case of VISA card: [http://www.corporate.visa.com/pd/consumer\\_services/consumer\\_ex\\_results.jsp](http://www.corporate.visa.com/pd/consumer_services/consumer_ex_results.jsp)

In case of MasterCard: <http://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html>

8. The cardholder acknowledges and agrees that the amount deducted from the cardholder's bank account, on the transaction date, for certain payment(s) of goods and/or services may be unequal to the purchasing amount appeared in sales slip(s), settlement report(s) or any other invoices being sent to the Bank by the merchant(s) due to limitations of certain payment(s) of goods and/or services, e.g.hotels, automatic fuel dispensers. Such unequal amount may be more or less than the actual amount deducted on the transaction date. In case the deducted amount is less than the amount being requested for settlement by the merchant(s), the cardholder acknowledges and agrees that to the Bank shall deduct such incomplete amount from the cardholder's bank account. However, in case the deducted amount is more than the amount that the Bank was actually charged by the merchant(s), the Bank shall refund such exceeding amount to the cardholder's bank account specified in the form requesting the use of the card services.

9. Cardholder consents the Bank to charge fee, interest, penalty, service fee and expenses related to the card issuing and the use of card in rate set by the Bank as appropriate including allows the bank to change the rate and/or a fee collection method, fee, interest, penalty, service fee and the expenses thereof at any time as it deems appropriate.

10. The Bank shall notify the cardholder in writing at least 30 days in advance of any amendments, changes, additions, or cancellations of terms and conditions for the use of services, interest rates, fines, fee rates, service charge rates, regulations for the usage of the card or any contractual agreement related to Krungsri ATM or debit cards or other cards with the similar features. In this regard, the cardholder shall be bound by the said changes. The relevant notification shall be posted at the premises of the office/branch and/or the Bank's website. If the amendments, changes, additions, or cancellations of the terms and conditions subject the cardholder to expenses or additional liability, the cardholder may give a notice to terminate the use of the card.

11. In requesting to use the card service, the cardholder acknowledges that if his/her card is confiscated by the Bank's ATM for whatever reasons, the cardholder shall contact the card issuing branch to receive the card back within 90 days from the date of the incident. If the request has not been made within 90 days from the incident date, the Bank shall have the right to destroy such card. If the cardholder wishes to use the card again, he/she shall contact the Bank to issue a new card. In case where the card is confiscated by other banks' ATMs for whatever reasons, the cardholder shall contact the Bank to issue a new card.

In the case of requesting the Bank to issue a new card as aforesaid, the cardholder agrees to pay a card issuance fee to the Bank at the rate as prescribed by the Bank.

12. The cardholder retains the right to request the Bank to suspend the card temporarily (freeze of card) via telephone. In such case, the Bank shall stop providing the card service within 5 minutes from the time when the Bank was informed of the request to freeze of card. In this regard, the cardholder shall not be liable for any debts arising after the said time unless the Bank has proved that the debt arises from the cardholder's own doing.

If the Bank is negligent in performing in accordance with the cardholder's instruction to suspend the card temporarily (freeze of card) as aforesaid, the Bank agrees to be liable for the resulting damages caused to the depositor.

13. The cardholder agrees and accepts that the Bank has the right to recall, cancel or freeze the card if there is a violation of the card usage conditions, or evidence indicating fraud or any illegal incident, or a reasonable ground for the Bank to take such action.

14. The cardholder shall have the right to terminate the use of the card in accordance with the terms and conditions at any time by having the card's magnetic band destroyed and notifying the Bank of the card cancellation.

In case where the Bank or the cardholder has cancelled the card, the cardholder shall no longer be able to use any services from the card.

15. The cardholder acknowledges that the Bank shall have the right to cancel or suspend the card temporarily (freeze of card) if it is appeared to the Bank that one or all of the account owner(s) of the deposit account used in the form requesting the use of the card services has (have) died.

The cardholder acknowledges and accepts that the suspension, cancellation and the release of suspension of the card shall be performed under the following conditions:

15.1 For the suspension of the card, the account owner(s) whether or the not being a cardholder shall be able to suspend the card linked to the deposit account used in the form requesting the use of the card services by notifying to the Bank. During the suspension of the card, the cardholder shall not be able to use the related services as specified in clause 3.

15.2 For the cancellation and the release of the suspension of the card, the account owner holding the card shall be able to request for the cancellation and the release of the suspension of his/her own card linked to the deposit account used in the form requesting the use of the card services by submitting a written request to the Bank.

16. In applying for card services, the cardholder acknowledges that:

16.1 In case where the cardholder has terminated the use of his/her card under clause 13 or the Bank has cancelled his/her card whereas the cardholder is not in breach of the conditions or there is no evidence showing that a fraud has arisen because of the cardholder, the cardholder shall have the right to obtain a refund of the card usage fee for the proportion of the unused period of service.

16.2 In case where the card is temporarily suspended by the Bank (freeze of card), whether as a result of the cardholder's request or there is any reason requiring the Bank to do so, the cardholder shall have the duty to pay the card usage fee at the rate as specified by the Bank until the cardholder notifies the Bank of the card cancellation.

17. The cardholder acknowledges and agrees that, in using the money transfer and bill payment services, he/she shall be responsible for the accuracy of information relating to the transferor's and/or the receiver's account. In case of an error, the cardholder shall have no right to claim for any damages, unless in cases where the incident was caused by the Bank's willful act or gross negligence.

18. In applying for card services, the cardholder acknowledges that the Bank shall not be responsible for any damages occurred if he/she is unable to use the card to perform financial transactions due to the following reasons:

- (a) The balance in the cardholder's account is insufficient to perform the transactions.
- (b) The credit limit of the cardholder has been suspended or the remaining credit limit is insufficient to perform the transactions.
- (c) The fund transfer will result in the account balance exceeding the credit limit granted by the Bank
- (d) The cardholder breaches the terms and conditions agreed upon by the Bank
- (e) The cardholder is under the litigation process
- (f) The Bank has notified the cardholder of the problem in performing the transactions before or at the time of performing the transactions; or

(g) Force majeure which is beyond the Bank's control

19. In applying for card services, the cardholder acknowledges that in case of an error in the use of the card for fund transfer via ATM or other channels to be provided by the Bank in the future, he/she must inform the Bank of such error without delay by specifying the following information: (1) Name and contact number of the cardholder (2) Date and time of the transaction (3) Location of the ATM by which the transaction was undertaken (4) Account number of the cardholder and relevant parties (5) Type of transaction encountering the problem, and (6) The transaction amount.

20. After the Bank is informed of an error in the use of the card by the cardholder as per clause 19 above, the Bank shall examine the error by considering the report which is deemed as the Bank's evidence together with the deposit account of the cardholder. After examination, the Bank shall inform the cardholder about the examination result and/or the rectification within 7 days from the date when the examination result was known. In this regard, the Bank shall rectify the said error in accordance with its regulations and operational procedures within 30 days from the date of receiving the notice of the error from the cardholder.

21. The cardholder agrees to pay the Bank for the fees, service charges and any other expenses with regard to the use of services pursuant to the conditions, types, rates or numbers as presently prescribed or announced by the Bank from time to time. In this regard, the Bank shall have the right to debit the amount from any account that the cardholder has with the Bank for payment of the above said fees, service charges and expenses owed to the Bank by the cardholder without the cardholder's consent or prior notice to the cardholder. In the event where there is no or insufficient balance in the deposit account of the cardholder for the payment of such debt, the Bank is entitled to suspend or stop providing the requested services as the Bank deems appropriate.

22. The cardholder agrees to be bound by and comply with the terms and conditions and other operational procedures for the use of the card services attached hereto and/or to be subsequently amended by the Bank through the Bank's electronic channels, manuals or any documents which form an integral part hereof. In addition, the cardholder agrees to comply with the relevant laws and provide the Bank with any other documents as specified by the relevant government agencies and/or the Bank.

23. The cardholder permits the Bank to make contact, enquiries, check, use, disclose or exchange some or all of the information given to the Bank upon the account opening or which the Bank has gained through the cardholder's use of services or any means of communication to the Bank's subsidiaries, trading partners and service providers or any persons for the benefit of communication, business operations, product or service offerings of the Bank or for the purpose of processing the cardholder's data such as to collect, record, classify, keep, rearrange, amend, select, retrieve, compare, use, connect, suspend, disclose for both specific and general purposes; this includes the deletion, disposal, submission, and transfer of such data by any means according to necessity and appropriateness such as to notify cardholder's fee payment without seeking for prior permission or consent from the cardholder.

24. Any documents and/or notices sent to the cardholder at his/her address or office, or academy via postal service or electronics mail (e-mail) provided by the cardholder in the Deposit Account Opening Form or this Application or subsequently informed by the cardholder shall be deemed to be delivered to the cardholder and that the cardholder has acknowledged the statements in the said documents and/or notices.

Apart from the aforesaid statements, it shall be deemed that the provisions of Section 35 bis of the Consumer Protection Act B.E. 2522 (1979) and the Contract Committee's Notification on Credit Card Business as a Controlled Contract Business B.E. 2542 (1999), both presently in existence and to be amended in the future, form a part of these terms and conditions.