

MOBILE APPLICATION GENERAL TERMS AND CONDITIONS

Please read and understand these Mobile Application General Terms and Conditions (which may be amended or restated from time to time) (hereinafter referred to as the “Agreement”).

By accessing Mobile Application and/or use any of the Banking Services of CIMB Thai Bank PCL. (the “Bank”), you agree to be bound by all terms & conditions of this Agreement and it shall be deemed that you agree and fully understand all terms and conditions of this Agreement, the Banking Services and any transaction you have entered into via Mobile Application. Also, you agree and acknowledge (i) the privacy notice of the Bank which has been provided to you; and (ii) that the Bank may collect, use and disclose your personal data provided in or in connection with this Agreement for the purpose specified in or in accordance with the privacy notice of the Bank.

1. DEFINITIONS

“**Mobile Application**” means CIMB THAI which are services provided by the Bank.

“**Authentication**” means digital identity authentication by utilizing a facial digital image to be collected in biometric data for verifying identity of an individual (Facial Recognition) and use such Facial Recognition in applying or utilizing the Bank’s services at the Bank’s branches or on Mobile Application.

“**Loss**” means any and all losses, damages (financial and otherwise) , injuries, embarrassments, costs, charges and/or expenses of whatsoever nature, including legal fees on a full indemnity basis.

“**Officer**” means any director, officer, employee or service provider of the Bank.

“**Account**” means one or more of savings account, current account, mutual fund account, credit account or any other account, as may be accessed through Mobile Application as may be determined by Bank from time to time or other account(s) that you open in the future.

“**Banking Services**” means products and services indicated herein or that may be made available by the Bank, and/or affiliates and/or an associated company from time to time via the Internet.

“**Access Code**” means user identifier, PIN, password or passcode, token, application ID, the Bank’s customer number (CIF number), and/or one time password (OTP), and/or any other device or method (including but not limited to finger print, face ID scan, any other biometric method) provided by the Bank or initiated by you, your Communication Device, operating system of the Mobile Application, or other system, program or person, whether it is stored in your Communication Device by whatsoever method, and used by you to log in or to acquire the code to access the Mobile Application and/or the Banking Services.

“**Business day**” means the business day of the banks operating in Thailand.

“**You**”, “your” or “yourself” means client of the Bank who uses Mobile Application and/or the Banking Services via Mobile Application or any other method to have access thereto as specified or approved by the Bank.

“**Bank**” means CIMB Thai Bank Public Company Limited including its affiliates and transferees.

“**Communication Device**” means the device used in or for access to the Mobile Application.

2. APPLICATION AND ENROLMENT TO MOBILE APPLICATION

2.1 The Mobile Application shall be available for any client aged 15 years old and above who has one or more existing Accounts with the Bank and has enrolled according to the terms and conditions of this Agreement and any regulations and procedures specified by the Bank.

2.2 The Account that requires more than two signatories to execute the transactions shall not be eligible for Mobile Application.

2.3 You agree and acknowledge that to apply and enroll Mobile Application, Authentication in accordance with rules and procedures specified by the Bank is required. Failure to process Authentication, some functions of Mobile Application may be inapplicable or restricted.

2.4 The Bank reserves the right to accept or reject your application or deny your ability to access the Mobile Application, or to limit your access or transactions or to revoke or suspend your access to the Mobile Application without provide any reason or without a prior notice.

3. ACCEPTANCE OF TERMS AND CONDITIONS

3.1 You acknowledge that the first time you apply to enroll for Mobile Application, it shall be deemed that you have read, understood and agreed to be bound by the terms and conditions of this Agreement, and you further acknowledge and accept all inherent risks associated in conducting any transaction over the internet or such other electronic medium (including but not limited to data security, data loss and accuracy, delay, disruption, failure in transmission and receipt of data, data trap and/or hacking, identity and/or data theft or forgery, and computer virus).

3.2 You agree to comply with the terms and conditions of this Agreement, as well as the Bank's regulations and procedures of accessing and using the Mobile Application.

3.3 The Mobile Application is a supplementary service provided by the Bank for your convenience in doing transactions. You can still do transactions through other usual channels of the Bank.

3.4 You agree and acknowledge that:

- a) if you apply for Mobile Application by verifying your identity via the Bank's ATM card, you shall be able to access the information of all of the Bank's products/ services eligible to be supported/ transacted via Mobile Application;
- b) if you apply for Mobile Application by verifying your identity via the credit facility granted by the Bank, you shall be able to access the information of all of your credit facilities provided by the Bank (but excluding the information of other products/services).

3.5 You agree and acknowledge the limitation and condition on transferring via Mobile Application as follows;

- a) you are unable to pay or transfer without passcode (Quick Pay), unless such function is enable. After enabling Quick Pay, transferring without passcode is limited up to THB 5,000 per transaction, provided that transfer limits shall be subject to 3.4 b)
- b) you are able to transfer money to others accounts subject to the limitation specified by the Bank. Nevertheless, the transfer limit may be changed provided that the change shall not exceed the highest amount set out in Mobile Application. If the change of limit is made to transfer to third-

person accounts opened with CIMB Thai Bank or to any accounts opened with other banks, such change is required Facial Recognition.

c) you agree and acknowledge that any transfer to third-person account opened with CIMB Thai Bank or any accounts opened with other banks in the amount exceeding THB 50,000 per transaction or any transfer which makes each accumulated transfer amount in such day reaching THB 200,000 is required Facial Recognition.

4. RESPONSIBILITIES FOR ACCESS CODE AND COMMUNICATION DEVICE

4.1 You agree to keep the Access Code at all time in confidential and shall not share or disclose your Access Code to any other person, including any Officers of the Bank, for whatsoever reason or in whatsoever circumstances.

4.2 You shall, at all time, observe all the security measures as may be prescribed by the Bank in relation to your Access Code and shall exercise all reasonable precautions necessary to ensure that no other persons can or is permitted to use your Access Code or use the Mobile Application through your Communication Device.

4.3 You agree that you shall, at all times, responsible for all the access to and/or the use of the Mobile Application whether it was made by you or by any other person purporting to be you or any person who uses your Access Code and/or your Communication Device to access and/or use the Mobile Application.

4.4 If you discover or have reasonable ground to believe that that your Access Code or Communication Device is used by any other person without your permission in any way and/or you have received any statement, data or information which indicates that an unauthorized transaction has taken place or is otherwise not intended for you, you shall promptly notify the same to the Bank. In this regard,

- a) If you delay in notifying the Bank for whatsoever reason, you shall be liable for all the transactions made and for any loss that may be incurred afterward until the Bank receives notification from you and records such notification.
- b) You shall be responsible for all transactions conducted through the Mobile Application whether or not the same were conducted or authorized by you until the notification has been made to and recorded by the Bank as mentioned above. For avoidance of any doubts, you shall be responsible for all transactions made via the Mobile Application until the Bank has been so notified by you and has it recorded pursuant to this Clause.
- c) Upon the Bank receipt of your notification, you agree and acknowledge that the Bank may, at its sole and absolute discretion, suspend your access to Mobile Application until a new Access Code has been issued and/or the action has been taken as the Bank deems appropriated.

4.5 Notwithstanding anything contained herein and for avoidance of doubt, if there is any unauthorized use of your Access Code or Communication Device as a result of your actions, fraud, disclosure, abuse or misuse, you shall be responsible for such use even if the notification is made pursuant to Clause 4.4 above.

4.6 You agree to be responsible to procure security measures to prevent any unauthorized access to your Account and entering into transactions via the Mobile Application and Communication Device. You shall also comply with other security regulations specified by the Bank which you agree upon with the Bank or which the Bank notifies to you in whatsoever case.

4.7 You agree and acknowledge that storage of Access Code in Communication Device and the use of Access Code via any device or method, such as finger print, face scan, or any other biometrics data is not in the Bank's control. You shall be responsible for any and all Losses and damages arising out of such storage and use in all respects.

4.8 You agree not to use any Communication Device that has been modified whether it is modification of operating system (e.g. jailbreak or root) or the modification of functioning or security of Communication Device using software or hardware or any other method of the similar nature.

5. INSTRUCTIONS AND PERMISSION

5.1 You shall, at all times, be responsible for all the acts and instructions sent to the Bank via your Mobile Application regardless of whether they are made by you or someone purporting to be you or any person who uses your Access Code and/ or your Communication Device to use and/ or access to your Mobile Application. You agree and accept that the Bank has the right to rely on, process with, and treat any instructions made, submitted or effected on your Mobile

Application as having been made, submitted and effected by you. Accordingly, the Bank shall not be responsible or liable for any Losses that may be incurred to you, whether directly or indirectly, as a result of the same.

5.2 All the instructions sent to and/or received by the Bank via your Mobile Application shall be deemed as regular and genuine instructions made by you. For avoidance of any doubt, the Bank is under no obligation to verify or confirm such instructions with you to determine its authenticity, but the Bank may exercise the right to do so for the Bank's own purpose.

5.3 Unless otherwise determined by the Bank, all instructions sent via the Mobile Application shall be irrevocable and binding on you upon transmission.

5.4 You hereby authorize the Bank to accept and act upon any instructions made by you via the Mobile Application, including but not limited to withdrawal(s), transfer(s), or to otherwise deal with your Account without any further authorization from you required. Further, you agree and acknowledge that, subject to Bank having received your notification pursuant to Clause 4.4 herein, it shall be deemed that the Bank has been authorized by you to accept and act upon your instructions made via the Mobile Application, regardless of whether such instructions were in fact made by you or by any person purporting to be you or any person who uses your Access Code and/or your Communication Device to access and/or use your Mobile Application.

5.5 The Bank reserves the right to reject and/or suspend any of your request to carry out, instructions, or transactions at any time as the Bank deems appropriate without explanation of reasons and/or to request for further verification and/or authentication from you before determining whether to carry out any of your instructions or transaction based on any reason whatsoever; including but not limited to (i) such instructions or transactions are in breach of the laws or terms and conditions of this Agreement (ii) such instructions or transactions are inconsistent with the Bank's policies, rules and regulations, (iii) any other reason as the Bank deems appropriate.

5.6 In case of using QR code or barcode or any other codes created by other person for entering into transaction(s) with the Bank, you acknowledge that such QR code or barcode or any other codes are for your convenience, are insecure and may be created without authorization or with fraudulent intention, or may be forged or modified, or may be unable to be decoded to be accurate information according to your intention for entering into transaction(s). You agree to be responsible for verifying the accuracy and completeness of information after the QR code or barcode or any other codes are read and decoded by using SCAN function or any other functions on the Mobile Application (for example, name-surname of the payee, name of account, account number, amount, currency, telephone number, ID card number, reference information, e-mail address etc.) and ensure that all information are correct according to your intention before sending the instruction to the Bank via Mobile Application. The Bank shall not be responsible or liable for any Losses or damages incurred to you whether directly or indirectly from the inaccuracy of the information which are decoded from such QR code or barcode or any other codes.

6. SERVICE FEES AND CHARGES

6.1 You agree to pay for all fees and charges, commission, any expenses incurred in relation to the use of this service, and other relevant charges to the Bank at the rates and manner that the Bank may determine and/or impose from time to time with respect to the Mobile Application and/or the Banking Services provided thereunder.

6.2 The Bank may inform you of the fees and charges and/or any change thereof by giving thirty (30) days prior written notice or in any manner deemed applicable to the Bank. Should you disagree with the imposition of such fee, charges and/or change thereof, you shall cease to use Mobile Application or the Banking Services to which such fee, charges and/or change relates to. Your continued use and access of the Mobile Application or particular Banking Services to which such fee, charges and/or change relates to shall be deemed your agreement and binding acceptance of the same.

6.3 You agree and authorize the Bank to debit any of your Account for the payment of any fees, charges and/or penalties, including any governmental charges, duties and taxes, or taxes payable arising from the use of Mobile Application and the Banking Services.

6.4 You agree and acknowledge that you shall solely be responsible for all fees and charges, including but not limited to telephone and telecommunication charges in relation to access to and connection with the Mobile Application, service fees

and charges imposed by network service providers. The Bank shall neither be borne or liable in relation thereto.

7. DISCLOSURE OF INFORMATION

7.1 You hereby expressly acknowledge that the Bank may disclose any and all particulars and information in relation to you or our Account or any transaction or dealing between you and the Bank:

- a) To any of its affiliates, subsidiaries, associated company, business partner, advisor and/or any other person as necessary for completion, verification or restriction of transactions or instructions;
- b) To comply with the laws, rules, regulations, government agencies and authorities in Thailand and elsewhere, including court orders and requests;
- c) To verify the existence and conditions of your Account(s) for third parties such as the National Credit Bureau or trade partners.
- d) To provide services in relation to your Account.
- e) In connection with examination by the banking authorities or central bank.
- f) Where you request or authorize the Bank to do so, whether in writing or otherwise.
- g) To protect and defend the Bank and its property, and

h) To protect the public interests, including but not limited to prevention of crimes and arrest of criminals.

7.2 You acknowledge that the Bank will procure and/or collect any information from persons, organizations, officers, companies, incorporated or unincorporated body, juristic group, or any other persons/entities as the Bank may deem appropriate and which are related to your Account or the Banking Services, and authorize the aforementioned persons/parties to disclose information to the Bank as requested by the Bank.

7.3 The Bank may provide information on successful application installation, without your information or information relating to you, to Facebook for internal statistical purposes.

8. RESPONSIBILITY AND UNDERTAKING

8.1 You shall, at all time, be responsible for the maintenance of any account you have with the network service provider for your access to the Mobile Application and you hereby agree, accept and understand that your access thereto shall be subject to the terms and conditions of the network service provider.

8.2 You agree and acknowledge that the Bank shall not be responsible for your inability to access the Mobile Application or any part thereof, rejection of any transaction, or incorrect processing of any transaction as a result of your failure to use

Communication Device, hardware, software, or configurations, including but not limited to failure to update/upgrade such Communication Device, hardware or software as required or suggested by the Bank.

8.3 You agree to observe all security measures in relation to your Account(s) and the use of and access to the Mobile Application as specified in the Agreement and other applicable laws, rules, regulations, policies, guidelines or procedures.

8.4 You shall provide the Bank with accurate, timely and complete data, information, and instructions relating to or in connection with the transaction and the performance of any transaction made via the Mobile Application.

8.5 You shall not initiate any claims, actions or suits against the Bank for any unauthorized use of the Mobile Application. You shall, at all times comply, with the terms and conditions of this Agreement and other relevant agreements between you and the Bank as well as any other rules, regulations, policies, guidelines or procedures currently in force.

8.6 You shall not interfere with the access to and use of the Mobile Application or the Banking Services by other clients. You shall also not use the Mobile Application for any purpose other than doing the transactions permitted in relation to your Account. You shall not hack, attempt to hack or gain unauthorized access into the Mobile Application or any other customers' account and/or Banking Services, whether directly or indirectly, and for whatsoever purposes.

8.7 You shall observe all reasonable propriety and etiquette in your communication with the Bank and shall not communicate any obscene or immoral message or information or information that may cause damage to the Bank via the Mobile Application or channels otherwise.

8.8 You shall keep yourself informed and updated of relevant and applicable policies and practices of the Bank and other terms and conditions applicable to your Account, the Banking Services and the Mobile Application as specified by the Bank.

9. ERROR REPORT AND QUERIES

9.1 Should you wish to report any errors arisen or make enquiries with or file complaints relating to the Mobile Application to the Bank, you may send e-mail to or calling CIMB Thai Care Center at the address and by the telephone number below:

CIMB Thai Bank Public Company Limited – CIMB Thai Care Center

44 Langsuan Road, Lumpini, Patumwan, Bangkok 10330

Tel: 0-2626-7777

Fax: 0-2626-7770

Email: cimbthai.carecenter@cimbthai.com

For avoidance of any doubts, conversations of all the telephone lines to CIMB Thai Care Center may be recorded by the Bank.

9.2 Subject to the provisions of Clause 9.3, you shall disclose all relevant information relating to any report, enquiry or complaint to the Bank, including but not limited to your name, your relevant Account number, and details of the error, enquiry, or complaint, as well as the grounds leading to your belief that it is an error or the reason why you would require additional information and amount relevant to the error, enquiry or complaint. Notwithstanding this, you shall not disclose any Access Code to the Bank's staff or agents in whatsoever case and under any circumstances.

9.3 In case where any communication is related to your sensitive or confidential information whether in relation to any relevant Account or transaction made in relation thereto or otherwise, the Bank does not encourage the communication of such information by email. If you still use such communication method, you agree to accept all the inherent risks in such communication method. The Bank shall assume no responsibility or liability for the security of such information or any Loss arising therefrom.

9.4 In case where the Bank requests you to make a report, complaint or enquiry in writing to the Bank, you agree to do so within ten (10) business days after such request. In case where the Bank does not receive such report, complaint or enquiry from you within the said period, the Bank shall not be under any obligations to investigate or to respond to such enquiry or complaint.

9.5 Subject to Clause 9.6, the Bank shall endeavor to investigate the complaint, respond to the enquiry, or notify the result of the investigation thereof as soon as practicable or in any case within seven (7) business days after the receipt of the report, enquiry or complaint, or, in case where the Bank has requested subsequent report, enquiry or complaint in writing pursuant to Clause 9.4, within seven (7) business days after the receipt of the report, enquiry or complaint in writing.

9.6 If the Bank requires more time to conduct its investigation, the Bank may extend the period of time specified in Clause 9.5 above to such reasonable period as it deems necessary in its sole discretion provided that the total period of time shall not exceed thirty (30) days from the date of receipt of the report, enquiry or complaint, or, in case where the Bank has requested the written report, complaint or enquiry pursuant to Clause 9.4 within thirty (30) days after the receipt of the written report, enquiry or complaint.

9.7 You shall give as far as possible cooperation and assistance to the Bank in the investigation process.

9.8 Subject to the provisions of this Agreement, upon the completion of investigation, the Bank shall make reasonable endeavor to correct any error without delay and make adjustment to your relevant Account as necessary, and shall notify you of the adjustments pursuant thereto.

9.9 In any case, the Bank shall notify you of the investigation result within seven (7) business days after the Bank's completion of the investigation in Clause 9.5 or Clause 9.6, as the case may be.

9.10 In case where you are not satisfied with the result of the investigation or of your complaint, you may lodge an appeal against such result to the Bank's senior management in writing at the address specified in Clause 9.1 above.

10. STATEMENTS, CONFIRMATIONS AND ADVICES

10.1 Where the Bank sends or delivers statements, confirmations or advices, you shall check such statements, confirmations or advices, and notify the Bank in writing of any errors or omissions found therein within sixty (60) days from the date of such statements, confirmations or advices according to Clause 9 above. In case where the Bank is not so notified within said sixty (60) days, such statements, confirmations and advices, shall be deemed as true and correct.

11. UPDATE ON CLIENT INFORMATION

11.1 You shall forthwith notify the Bank in writing or by such other means as the Bank deems acceptable of any changes or variations in your personal information since it is deemed that the Bank is responsible for any change or deviation of such personal information. The Bank shall be entitled to assume that there has been no changes or variations in your personal information until the Bank is

notified of such change or variation. Provision of information during the enrollment process in the Mobile Application shall not be deemed as automatic update on your personal information.

12. LIABILITY/EXCEPTION OF LIABILITY

12.1 The Bank shall use all reasonable effort to ensure the operation and provision the Mobile Application and Banking Services. However, you agree and acknowledge that the Bank does not make any warranties or representations of any kind whatsoever with respect to the Mobile Application and Banking Services provided by the Bank however arising whether in tort, contract or indemnity, in relation to the provision of Mobile Application and the Banking Services provided by the Bank, and whether suffered by you or other persons, except in case where such Loss are caused from any fraudulent or gross negligence conduct of the Bank.

12.2 Notwithstanding to the generality of Clause 12.1 above, the Bank shall not be liable for any damages or Loss caused or arising or having arisen from any of the following circumstances:

- a) provision of the Banking Services according to your instructions which violate the rules, regulations, orders and/or provisions of the laws, and/or the operational procedures of the Bank.
- b) balance in your account is inadequate.
- c) there is no credit line or your credit line with the Bank is suspended.

- d) transfer of fund will cause the balance in your account to exceed credit limit approved by the Bank.
- e) you are charged, sued or in any event on any legal proceedings.
- f) the Bank has notified you of any disruptions existing before or during the proceeding of the transaction.
- g) you breach any terms and conditions or agreements with the Bank.
- h) there is force majeure or any incident beyond the Bank's reasonable control, including but not limited to fire, earthquake, flood, lightning, riot, strike, business closure, government actions, war, and disruption of electricity transmission.
- i) Any restriction, temporary cessation, delay or prevention to use Mobile Application in accordance with rule and regulation of the country which you use Mobile Application.
- j) Inaccuracy or incompleteness of information, message or instruction which you provided in relation to transactions, process of transaction or other process relating to Banking Services.
- k) you are unable to maintain, fail to, or are negligent in maintaining adequate balance in the relevant account to accommodate the execution of the instructions.
- l) transactions may not process due to restriction which the Bank may specify from time to time.
- m) you are unable, fail or negligent to comply with terms and conditions under this Agreement, rules, regulations, policies or guidelines which currently enforceable.

n) There is any delay in sending or failure to send documents or contents under terms and conditions of this Agreement.

12.3 So long as the Bank acts in good faith in acting upon or carry out any instruction, the Bank shall not be responsible for or liable to you for any Loss or damages incurred by or arising from such actions or execution of transaction or any matter arising therefrom.

12.4 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between the Bank and you, the Bank shall not, in any event, be responsible for or liable to you for any indirect or consequential Loss or for punitive damages, whether arising from any breach of the obligations of the Bank to you or otherwise.

13. VARIATION

13.1 The bank reserves the right to change, modify, delete, amend, add or vary the terms and conditions of this Agreement from time to time but the Bank shall, subject to Clause 13.4, provide at least thirty (30) days prior notice of such additional or amended terms and conditions. In case where the aforementioned change or amendment causes you to bear additional expenses or responsibility, you agree on and accept to such change at all times.

13.2 Such notice may be provided to you either in writing addressed to the last address giving by you to the Bank or in the form of announcement posted at the branches of the Bank, or in the form of announcement posted on the screen when accessing the Mobile Application, or in such other manners as may be prescribed by the Bank from time to time.

13.3 If you continue to use the Mobile Application after the effective date of any additional or amended terms and conditions, or in case where no effective date specified, after a period of thirty (30) days upon your receipt of such notice, whether actual or deemed in accordance to Clause 14.2 below, then you shall be deemed to have accepted such additional or amended terms and conditions and agreed to be bound by the same.

13.4 You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction, your Account, or Mobile Application, the Bank may proceed with making such changes and amendments without notice to you.

14. ANNOUNCEMENT

14.1 Unless otherwise specified to the contrary, all notices and communications by the Bank in relation to the Mobile Application may be made in any of the following manners:

- (a) By A.R. registered post to your latest address as appeared in the Bank's record whether incorporated in the periodic statement of account or otherwise.
- (b) By ordinary post to your latest address as appeared in the Bank's record whether incorporated in the periodic statement of account or otherwise.
- (c) By fax, email, or other forms of instantaneous communication to your last known contact number or e-mail address in Banks records;
- (d) By announcement posted at the Bank's premises, including the Bank's branches.
- (e) By announcement on the Bank's website or on the Mobile Application during your access thereto.
- (f) By any other means as the Bank deems fit.

14.2 All notices and communications sent by Bank to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, as follows:

- (a) In case of A.R. registered post, upon receipt of A.R. Card
- (b) In case of ordinary post, 2 days after posting or 5 days after posting in case of sending outside Thailand.
- (c) In case of fax, email, or any other forms of instantaneous communication, when dispatched by the Bank.
- (d) In case of displaying at the Bank's premises or on the Bank's website or on the Mobile Application, upon such displaying is made.

14.3 Unless otherwise specified in this Agreement, all notices and communications to the Bank shall be made in writing, signed by you and sent to the Bank at the Bank's address indicated in this Agreement or any other address as may be notified to you by the Bank from time to time.

14.4 Subject to anything herein to the contrary, all notice(s) from you to Bank shall take effect only upon Bank (as the case may be) duly recording the same in its records.

15. TERMINATION

15.1 Subject to Clause 15.3, you agree and acknowledge that the Bank reserves the sole rights and discretion in suspending, terminating or restricting the access of the Mobile Application, or any part thereof, for whatsoever reason with seven (7) days prior notice. The Bank shall not, in any event, be liable to you or any third party for such suspension or termination.

15.2 Notwithstanding the generality of Clause 15.1, the Bank may immediately terminate, suspend or restrict the access of the Mobile Application upon giving notice to you if:

- (a) You breach any terms, conditions or provisions under this Agreement or laid down by any legal, regulatory or other authority or body relevant hereto.

- (b) You fail to pay any fees or charges when due.
- (c) You have provided the Bank with false or incomplete information for your access or use of Mobile Application.
- (d) You have been brought a civil or bankruptcy lawsuit or order by court to go into either temporary or absolute receivership.
- (e) The Bank views that it is for public interests to do so.
- (f) When there is information that you have committed an illegal act.

15.3 Unless otherwise agreed by the Bank, you may terminate access to or use of the Mobile Application or any specific Banking Services at any time with at least fourteen (14) days prior written notice to the Bank. Such notification shall not take effect until the Bank has been so informed and has made confirmation as well as proceeded with the cancellation of the access to and the use of the Mobile Application or any relevant services as requested.

15.4 You agree and acknowledge that the termination does not affect your liabilities or obligations in relation to your instructions received by the Bank prior to such termination that have duly been processed or are being processed by the Bank.

15.5 You agree and acknowledge that after the Bank receives your instruction of termination, you may not be able to access to and use the Mobile Application during the period that the Bank is processing your instruction of termination. The Bank shall not have obligations or have any liability whatsoever for any arising therefrom.

15.6 Any rights and obligations under this Agreement and all provisions set forth herein shall be in full force and effect despite of any termination of this Agreement.

16. INDEMNITY

16.1 In addition and without prejudice to any other rights or remedy of the Bank, whether pursuant to this Agreement or otherwise, you shall indemnify and hold Bank harmless from and against any and all Loss suffered or incurred by the Bank as a result of any of the following:

- (a) failure by you to comply with any of the terms and conditions of this Agreement;
and/or
- (b) Bank acting in accordance with any instructions or in any manner pursuant to this Agreement.

16.2 You agree and acknowledge that your obligation to indemnify Bank herein shall survive the termination of this Agreement or the Mobile Application.

17. GENERAL LIEN

17.1 To the extent permissible by law, in addition and without prejudice to any rights which the Bank may have by law or otherwise, all funds, instruments and other

properties belonging to you or in the possession or control of the Bank shall be subject to a general lien in favor of the Bank in respect of all sums or other liabilities at present or any time afterward, which become due, owed or incurred by you to the Bank on the account, the Mobile Application or any of the Banking Services, or otherwise in any manner whatsoever, in any currency, whether actual or contingent, joint or several, and the Bank may apply the proceeds thereof in settlement of those sums and liabilities.

18. EVIDENCES

18.1 You agree and acknowledge not to dispute the validity, accuracy or authenticity of any evidences of your instructions or communications between you and the Bank including but not limited to any evidences that are computer records which may take the form of telephone logs, transaction logs, magnetic tapes, cartridges, computer printouts of any communication and any other form of information and data storage, all of which having been produced by the Bank in the course of their ordinary use.

18.2 As specified in Clause 18.1, you further agree and acknowledge that it shall refer and at all times, treat all of the said computer records of Bank therein as conclusive evidence of your instructions and/or communications received or sent by Bank.

18.3 Notwithstanding anything contained in this Agreement, you agree and acknowledge that all your said instructions and/or communications which are

sent to Bank and meet the operating standards and requirements of Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

19. GENERAL PROVISIONS

19.1 The failure or delay on the part of Bank in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by Bank. Any waiver by the Bank shall not operate as a waiver of any subsequent default by you.

19.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

19.3 You agree and acknowledge that this Agreement shall be governed and construed in accordance with laws of Thailand under jurisdiction of Thai court.