

General Terms and Conditions for CIMB Thai Biz-Channel

Applicant desires to apply for any service or services under CIMB Thai Biz-Channel Services (hereinafter referred to as the “Services”) provided by the Bank under the general terms and conditions, including the particular terms and conditions provided in the application for a specific type of Services as well as an agreement, additional terms and conditions, appendix and/or any other documents executed or to be executed regarding the use of the Bank’ services which shall be deemed as a part of the general terms and conditions.

1. Definitions and Interpretations

The Bank means CIMB Thai Bank Public Company Limited including offices and branches of CIMB Thai Bank Public Company Limited.

CIMB Thai Biz-Channel means any service or services provided by the Bank to the Applicant for managing cash generated from business operation to be flexible and to maximize the benefit whether it is the payment, the collection or the liquidity management through “Electronic Channel Delivery” or “Other Service Channels” provided by the Bank pursuant to terms and conditions specified by the Bank.

Electronic Channel Delivery or Bank Contacting Channel means Services and/or any facilities provided by the Bank to the Applicant from time to time of which the purpose is to provide a channel to the Applicant to contact the Bank for a financial transaction and use the CIMB Thai Biz-Channel Services in accordance with terms and conditions provided by the Bank such as BizChannel@CIMB, BizChannel@CIMB Mobile Application, Biz Gateway and GMFT.

Supporting Documents for the Application means an agreement document, additional terms and conditions, appendix and also includes other important documents the Bank uses to consider the Service application such as minutes of meeting, a copy of company/partnership affidavit and copy of ID card of an authorized person of the Applicant, etc. In this regard, the Supporting Documents shall be up-to-date in accordance with the provisions specified by the Bank from time to time.

2. Terms and Conditions of the Services

2.1 Services and/or Scope of General Services

2.1.1 The Applicant agrees to provide Supporting Documents for the Application for each type of Services in accordance with the conditions specified or to be specified by the Bank, including additional services to be provided in the future and it shall be deemed that such documents and/or agreements or application for each type of Services are part of this Terms and Conditions. In this regard, it is considered that the Applicant has applied for the Services since the execution of this Terms and Conditions and/or general terms and conditions for the relevant Services.

2.1.2 Under the conditions specified in clause 5.4, to facilitate the Applicant, at any time, the Bank may extend or alter a scope of the Services to cover other financial transactions as the Bank deems appropriate. The Applicant agrees to comply with conditions and/or pay the service fees as announced by the Bank at that time or as notified by the Bank in other sources i.e. website provided Services by the Bank and a branch of the Bank nationwide, etc. Moreover, the Applicant agrees for the Services to be extended or altered from time to time, whereby the Bank may require the Applicant to submit additional documents to the Bank pursuant to conditions specified by the Bank.

2.1.3 The Applicant has acknowledged information, conditions, manual, and terms of Services and has accepted provisions, regulations, instructions, announcements of the Bank regarding the Services and other services provided or to be provided by the Bank in the future including those to be informed to the Applicant or to be posted at the office of the Bank and/or on the website of the Bank. In this regards, it shall be deemed that the Applicant is bound by the aforesaid information.

2.1.4 The Applicant confirms that information, documents and any details both relating to the Applicant and concerned parties such as customer of the Applicant which are provided or delivered to the Bank in any form as agreed with the Bank i.e. Hard copy, Diskette, or File Transfer are all accurate in all aspects. The Bank shall not be liable for any damage arising from the Services provided by the Bank which depends on the aforesaid information and instruction provided by the Applicant.

2.1.5 The Applicant shall not use the CIMB Thai Biz Channel Services system for any illegal purposes, violate the intellectual property of the Bank, or in a manner that might cause the damage that is unable to be recovered, creates burden or decrease the value of the Services or disturb the use or the rights of the others. In addition, the Applicant shall not attempt to obtain any prohibited information for an accounting transaction, computer system, any software, or network jointly used with the CIMB Thai Biz-Channel Services or disturb or confuse an accounting transaction, computer system, or network

connecting with the CIMB Thai Biz-Channel Services. If the Applicant fails to comply with aforesaid conditions, the Bank is entitled to immediately terminate the CIMB Thai Biz-Channel Services without prior notice to the Applicant.

2.1.6 The Applicant shall only permit the officer trained by the experienced cash management staff of the Bank's Implement team and granted permission to perform transaction and use the CIMB Thai Biz-Channel Services only.

2.1.7 The Applicant acknowledges that the CIMB Thai Biz-Channel Services are available during the period specified by the Bank, whereby, the Applicant agrees and acknowledges that the Bank may not provide the CIMB Thai Biz-Channel Services in the following circumstances:

- (1) If the Services provided by the Bank violate any rules, regulations, instructions, and/or laws, and/or implementing principles of the Bank;
- (2) The balance of account of the Applicant is insufficient to perform a transaction;
- (3) The Applicant is under any legal proceeding;
- (4) The Bank has informed the Applicant of the disruption of the Services in advance or while providing the Services;
- (5) The Applicant fails to comply with the terms and conditions of the Bank;
- (6) Computer, instrument, telecommunication system, and/or internet system program fails, is out of service or under repair or maintenance; or Any other force majeure event.

2.1.8 The Bank has the ownership and intellectual property rights on software, or instrument, or any documents delivered to the Applicant for the use of the Services in accordance with the general terms and conditions hereafter referred as "Intellectual Property of the Bank", whereby, the Applicant agrees to return the Intellectual Property of the Bank, including its duplicate (if any) to the Bank at the termination date of this agreement.

2.1.9 The Bank permits the duplication of the copyrighted products by the cash management staff of the Bank's Implement team by copying the Software for performing a transaction into the computer of the Applicant to perform the transaction through the aforesaid program.

2.1.10 The Bank and the Applicant agree to comply with Thai law and relevant Thai governmental regulations regarding to sale and purchase/ exchange/ international funds transfer and contacting with international banks as specified in the general terms and conditions, including particular terms and conditions provided in the application of a specific type of Services, an agreement and/or other documents provided or to be provided regarding to Services of the Bank shall be construed and enforced in accordance with Thai law.

2.2 Services and/or Scope of Services for Electronic Channel Delivery

2.2.1 The Applicant agrees and permits the Bank to debit or transfer funds from all accounts of the Applicant opened with the Bank in order to proceed with the Applicant's instruction obtained by the Bank through the Electronic Channel Delivery and/or other services to be provided by the Bank in the future, including for payment of fees, service fee, and/or any liability that the Application must pay as a result of using the Services and/or other services provided by the Bank for extending the Services. If the balance in the account is insufficient to proceed as per the Applicant's instruction, the Bank shall reserve its right to not provide the Services at that time as the Bank deems appropriate and the Applicant shall not claim for any responsibility from the Bank.

2.2.2 Once the Applicant has issued an instruction regarding the funds transfer or transaction to use the Services to the Bank, the Applicant cannot suspend or cancel such instruction and/or the Service thereafter, except such instruction has been issued prior to the effective date of the transaction. The Applicant may access the system to change or cancel the funds transfer before the date that the Bank has taken any action to serve such instruction in accordance with conditions and terms specified by the Bank for such type of funds transfer.

2.2.3 To use the Services through the Electronic Channel Delivery or issue an instruction to perform and/or report the result of transaction, the Applicant must accurately and completely insert the Username and Password and comply with the process, procedure, and conditions for the Services as provided the Bank.

2.2.4 For the payment transaction, or any other additional transactions provided by the Bank, the Applicant shall always perform the transaction through the Token (if any) pursuant to conditions and procedures specified by the Bank. In case the Applicant made the payment or aforesaid other transactions and did not use the Token or any other methods provided by the Bank, whether due to the fact that the Applicant has rejected the Token or any other reasons, the Applicant agrees that the Bank shall not be responsible for any damage to the Applicant and/or any third party in all cases, and the Applicant shall be responsible for any damage to the Bank and/or any other person in all cases.

2.2.5 Any information the Applicant submitted to the Bank through electronic channel shall be converted in a form pursuant to procedures and conditions as specified by the Bank in order to submit the information for automatic transactions. In this regards, the system shall show that information was submitted to the Bank system and it shall be deemed that the said information is a request for a transaction created by the Applicant which is deemed to be generated by the Maker of the Applicant in general case. When the Approver has approved such transaction, the Bank deems that the Applicant has completely used the Services in all aspects.

- 2.2.6 The Bank shall not have duty to examine the accuracy of information submitted by the Applicant to the Bank through the electronic channel. The Applicant agrees that details as provided in information submitted to the Bank are accurate for the Bank to proceed as required by the Applicant in all aspects.
- 2.2.7 The Bank shall provide Services in accordance with information delivered through electronic channel only when the details regarding the account number is accurate and complete. If the details regarding the account number is inaccurate and incomplete and/or such account has been terminated, or there is any reason that the Bank is unable to provide the Services in accordance with information has been submitted, the Bank shall inform the Applicant without delay.
- 2.2.8 Any implementation performed through the electronic channel as provided by the Bank in accordance with this additional terms and conditions is the reliable and acceptable method between the Applicant and the Bank. In this regards, the documents and/or information provided by the Applicant to the Bank by using such method are reliable and accurate documents as they are written documents, and is enforceable between the Applicant, the Bank and relevant person. The Applicant agrees that if any implementation has been performed through the electronic channel regardless of any type of Services and by using the username pursuant to the terms and conditions, such implementation is deemed to bind the Applicant and the Applicant need not to execute any document. The Applicant also agrees be responsible for such act as if the Applicant acted by himself/herself regardless of whether the act was caused by the Applicant or any person for any reason.
- 2.2.9 Information regarding the exchange rate, interest rate, or any other information is the fundamental information which shall not bind the Bank until it has been verified in writing by the authorized person of the Bank.
- 2.2.10 In case the Applicant has found any error of the Services, the Applicant shall inform the Bank without delay on, at least, the date and time the transaction was performed, the location of the terminal machine, account number and/or credit account (if any) of the Applicant and the relevant person, type of the transaction, amount transferred to/from, including any other information which is relevant to the error transaction as specified by the Bank. The Applicant and the Bank shall corporately examine and investigate the cause of the error and solve the error without delay. The Bank shall inform the result of such implementation to the Applicant through the procedure and the preferred channel of the Applicant i. e. by telephone, post, email, and/or other channels additional provided by the Bank.
- 2.2.11 The Applicant acknowledges that evidence of any transaction the Applicant has printed out from any computer is not the complete evidence.
- 2.2.12 The Applicant can examine a result of the transaction, including obtaining evidence regarding the use of the Services pursuant to terms and conditions of using the Services through electronic channel by himself/herself in accordance with conditions and procedures provided by the Bank.
- 2.2.13 The Bank reserves its rights to cancel or terminate the Services through electronic channel if the Applicant has not accessed the system for no less than 1 (one) consecutive year from the date that the application of using the Services was completed or the last date that the Applicant has accessed the system, as a case may be.
- 2.2.14 Any evidence or document, including electronic information collected by the Bank and/or evaluated the Services by the Bank from electronic information as an evidence of using the Services "Electronic Channel Delivery" and/or other relevant connected services, including other services may be jointly used by the Applicant is deemed as an absolute evidence and may raise as evidence binding on the Applicant in order to prove the debt liability and/or the using of the Services of the Applicant and/or other applicants together with the Applicant arising from using the Services from the Bank, although such information is the electronic information.
- 2.2.15 If there is any error or doubt regarding the Services, the Applicant shall immediately inform such error to the Bank. After receiving such information, the Bank shall investigate the error and use its best effort to investigate such error without delay. When the investigation process has finished, the Bank shall immediately inform the result to the Applicant, whereby the Applicant agrees to pay the investigation fee to the Bank at the rate specified by the Bank.
- 2.2.16 Any notification of the Applicant regarding this terms and conditions to the Bank, if such notification has been signed by the authorized person of the Applicant who is authorised to sign on behalf of the Applicant and already informed the Bank, it shall be deemed such notification binding the Applicant in all aspects even though such notification has not been signed by the authorized director of the Applicant and has not affixed the company's seal.

2.3 Fees and Rights to debit the account

- 2.3.1 The Applicant agrees to pay annual fee, service fee, transactional fee, and/or any expenses regarding the CIMB Thai Biz-Channel Services (hereafter, if there is no specific definition, referred as "Fees") and desires the Bank to debit funds from the bank's account of the Applicant. In this regards, the Applicant shall inform the account number for the service fee depending on the amount of using the Services to the Bank at the rate as notified by the Bank or at the rate agreed between the Applicant and the Bank for the specific service at that time (the rate may be altered as the Bank deems appropriate to the extent permitted by the laws) which is deemed as a part of the terms and conditions. It shall include any tax regarding the Service arising when using the Services and/or when debit funds from the account in accordance with the amount specified in the documents regarding the use of the Services of the Bank.

- 2.3.2 The Bank may change the fee rate pursuant to clause 2.3.1 as the Bank deems appropriate. The Bank shall inform the Applicant at least 30 (thirty) days in advance. The Applicant agrees to pay the Fee at such newly altered rate. The Applicant consents the Bank to debit fund from the account which was informed to the Bank for the purpose of the Fee payment.
- 2.3.3 In the case that the main account as provided in the application for Service and accountancy information of the Applicant has been closed or is in non-active condition or have insufficient funds in accordance with the conditions in an application for opening account, it is deemed that the Applicant consents the Bank to debit funds from the subsequent account designated as the main account, without first informing the Applicant in advance, until the Bank has received the Fee payment in full.
- 2.3.4 If there is any doubt regarding the Fee amount and the debit for the Fee payment by the Bank from the account, the Applicant has the right to present the evidence of using the Services to prove or ask for information regarding the Services from the Bank within 10 (ten) days after the account has been debited. If such period passes, it is deemed that the Applicant has no doubt and the debit for Fee payment of the Bank is accurate and final.
- 2.3.5 The Applicant acknowledges and accepts his/her duty to maintain the balance in the account to be sufficient for the debit as specified. If the account of the Applicant does not have sufficient funds for the Bank to debit in full amount, the Applicant agrees that the outstanding amount that the Bank could not debit from the account is the outstanding debt of the Applicant to the Bank. The Applicant further agrees that the Bank is entitled to impose the interest on the outstanding amount at the highest default interest rate pursuant to the notification re: the interest rate of the Bank until the Applicant has fully paid. In this regard, the Bank also has the right to terminate the Services to the Applicant.
- 2.3.6 The Applicant shall not take any action that causes the accounts referred to pursuant to the terms and conditions to be closed or suspended without informing to the Bank. If there is any change in the details regarding such accounts i. e. account's name, account's number, or authorized person to withdraw funds, the Applicant consents the Bank to debit funds from the accounts that its details was changed.
- 2.3.7 The consent to debit funds from the account for paying the Fee of the Bank as provided in this terms and conditions shall include consent to debit funds from the Applicant's account for other debts and/or any compensation (if any) that the Applicant is obliged to pay to the Bank. The Applicant agrees that such consent shall be enforceable immediately and be continually effective until the Applicant cancels such debit by the Bank in writing. The Applicant shall be able to cancel such debit by the Bank once the Applicant has no outstanding debt or liability for any damage to the Bank.
- 2.3.8 In case using the CIMB Thai Biz-Channel Services causes the debit, funds transfer, or actions to the Applicant's accounts (whether the transfer of funds between the Applicant's accounts or the transfer of funds to any other person's account opened with the Bank or other financial institution), the Applicant consents the Bank to proceed with such implementation to all types of accounts of the Applicant opened with the Bank in accordance with the Applicant's instruction or perform any transaction without any condition.
- 2.3.9 In case the Bank has paid in advance tax and/or insurance premium and/or deposit, including the service fee and/or any other expenses or debts arising from using the Services by the Applicant, the Applicant consents for the Bank to debit funds from the Applicant's account opened with the Bank for the amount the Bank has paid in advance.

2.4 Risk arising from System Error and/or Service Channel

- 2.4.1 The Applicant acknowledges that the CIMB Thai Biz-Channel Services is a channel to facilitate the Applicant. The Applicant agrees to be responsible for any damage which may arise from the error or defect of the internet system, instrument and computing communication system or electronic system or arise from the performance of the Applicant which causes the difficulties for performing the transaction. The Applicant shall not claim for any damage from the Bank unless the damage was occurred as specified in clause 3.1.

2.5 Reporting

The Bank will prepare a resulting report of transaction (as it is for each Service) to the Applicant to be acknowledged via receiving/ delivering channel as provided for each Service. The Applicant must view the information by himself/herself from a system that the Applicant uses. The report is intended to inform the result which occurred only. The Bank will not be responsible if the result of the report is a loss that was caused from an instruction of the Applicant in a transaction.

3. Responsibility and/or compensation for the damage

- 3.1 The Bank will be responsible for an intentional or negligent act of the Bank. Nevertheless, it must be only the damage which could normally occur. The Bank shall not be responsible for any damage which is occurs from a special circumstance. The Applicant agrees that the Bank will not be responsible for the damage which occurs from the following causes:

- 3.1.1 The Applicant is unable to use the CIMB Biz-Channel Services due to the fact that the Bank does not provide the Services as specified in Clause 2.1.7.
- 3.1.2 Failure or disorder of a computer system or any other instrument of the Applicant or communication network.
- 3.1.3 Force majeure or a circumstance that the Bank is unable to control for example, a computer is disturbed by a virus or unlawful action.
- 3.2 The Applicant warrants that if a defect in relation to CIMB Thai-Biz-Channel system is found from the use of the Services or there is a query on an account movement, the Applicant will inform the Bank immediately together with the following information which is date and time the transaction was made, name and principal account number, an account number that funds was transferred from and an account number that funds was transferred to, type of Services, amount of funds transferred in or out from an account, name and contact address of the Applicant and informer, an error occurred, and/or other related information which is deemed appropriate. The Applicant will confirm in writing to the Bank again for the Bank to investigate an error. The Bank will finish the investigation within 30 (thirty) days from the date that a complaint was received and will inform the Applicant within 7 (seven) days from the date that the result of the investigation is acknowledged. The Applicant will be informed preliminarily via telephone and if the Applicant wants a written document, the Bank will proceed as per the request.
- 3.3 If there is an error from the Services provided by the Bank such as an error from the computer system or funds transferring system, the Bank reserves its rights to inspect and solve a problem or contact with related person in order to solve a problem without obtaining a consent from the Applicant and the Applicant permits the Bank to solve a problem immediately in the manner as the Bank deems appropriate.
- 3.4 If there is the information that the Bank cannot transfer funds due to an error of the Applicant in relation to the correctness and the fulfillment of information that is delivered to the Bank or an error from the Bank's system that causes the transfer to be incomplete, the Bank will inform the Applicant immediately unless there is a force majeure. If the information of funds transferring is to transfer to the Bank's account, the Bank will return the funds back to the Applicant's account within the date specified in the instruction of transaction. In case transferring funds between banks, the Bank will return funds back to the Applicant's account within the date that the Bank receives such funds back from the Bank of Thailand and/or any other organization which is the funds transferring medium between a bank and a financial institution.
- 3.5 The Applicant agrees to be responsible for the full compensation to the Bank for any loss that actually occurs, including any expenses from non-compliance or negligence of the Applicant as per these terms and conditions which causes damage to the Bank whether directly or indirectly. It is also deemed that the Applicant's responsibility continues until the full compensation will be made even if these terms and conditions are terminated or CIMB Thai Biz-Channel's Services are cancelled.
- 3.6 If there is a force majeure or any other circumstance beyond the Bank's expectation or control such as energy problem, natural disaster, third party action of state policy, fire, protest, riot and/or any other similar circumstance which causes an error or difficulties to the Services under this terms and conditions to be use or to be provided or causes false information or malfunction, the Applicant agrees to not raise this issue to claim any liability from the Bank.

4. Confidentiality

- 4.1 The Applicant agrees and allows the Bank to disclose any information that the Applicant provided to the Bank and/or the information related to the Applicant or the Applicant's business as necessary and appropriate to (a) a parent company of the Bank and/or a related affiliate of the parent company of the Bank, including a branch of the above mentioned company (hereinafter referred as "CIMB Bank Group"), director, employee, contractor, representative, agent and professional consultant of CIMB Bank Group and/or (b) a government agency and a supervisory agency which has an authority over a bank or any department of CIMB Bank Group with a purpose of managing and/or supervising the risk related to the Bank, including the inspection, the analysis, the financing, the review of financing, the extension of financing agreement or the management of financing and the protection of risks for all financing accounts in the future, including setting a statistic database, providing banking services for promotion or other products or marketing a product or service of CIMB Bank Group or using services from third party to provide services to CIMB Bank Group or other purpose as the Bank deems appropriate and whether or not a receiver of the information has an office in Thailand.
- 4.2 The Bank may use the information provided by the Applicant to the Bank to identify and inspect the correctness of the Applicant as it deems appropriate in order to provide the Services in certain transactions to the Applicant as the Bank deems appropriate such as checking the outstanding balance and suspending the Service, etc.
- 4.3 The Applicant agrees to keep the Applicant's number and code in confidential and will not disclose to others. If damage occurs to the Applicant due to the loss of the Applicant's number or code or any other person knows such code, the Bank shall not be responsible for any damages that occur.

5. Amendment of conditions of Services and/or document related to the Services

- 5.1 If the information and/or the conditions for CIMB Thai Biz-Channel Services are changed such as the condition for using the Service, change of authorized person to sign, a condition for using related services, etc., the Applicant will inform the Bank immediately by using a form and change the information as per the Bank's request.
- 5.2 If the Bank was not informed of the change of information regarding the use of Services from the Applicant, the Bank shall use and rely on the latest information that the Applicant informed to the Bank.
- 5.3 The Bank considers that documents, letters and notices delivered by the Bank to the Applicant by mail, fax or email as the Applicant informed the Bank earlier in the form regarding the change of information recently have been sent to the Applicant. The Applicant acknowledges that the Applicant has an obligation to inform immediately the change of address or contact details to the Bank in writing and/or in other manners as the Bank requests.
- 5.4 The Applicant agrees that the Bank is entitled to amend terms and conditions of Services as the bank deems appropriate. If the amendment results in adding or changing a clause which adversely affects the Applicant, the Bank shall inform the Applicant at least 30 (Thirty) days in advance before the addition or change will be effective. If the Applicant still uses the Service after the amendment, it is deemed that the Applicant agrees with the amended terms and conditions.
- 5.5 The Bank is entitled to amend the type, the format or the special instrument or computer tools which the Applicant must use for connecting with CIMB Thai Biz-Channel or request the Applicant to update software or a search engine program. If the Applicant does not comply with the Bank's request, the Bank could deny performing as per the Applicant's instruction.

6. General terms on personal identification number, organization's identification number and/or a user's identification number

- 6.1 The Bank will provide procedure and condition for using the Services. The Applicant shall use the Services with the Applicant's identification number (Corp ID), password, user identification number (User ID), OTP password (One Time Password) (if any) which were received from the Bank pursuant to the procedure and condition provided by the Bank.
- 6.2 The Applicant must keep confidentially and must not disclose to any person the Applicant's identification number (Corp ID), user's identification number (User ID), password, OTP password (One Time Password) for accessing the password services to deliver information for using the Services through the Electronic Channel Delivery and a password for the use of the instrument for setting its rights to perform a transaction whether it is Token and/or any other instrument functioning in that manner, hereinafter referred to as "Transactional Instrument", including any other code which relates to the access of electronic service whether it is called another name and whether such code is provided by the Bank or the Applicant or a user creates (if any in each case). Thereafter, if it is not referred as a personal code or any specific code as mentioned above, they are referred together and replaced as "Personal Code". The Applicant must keep confidentially and must not disclose the Personal Code to any person and must keep a user of the Applicant and/or any person under its control either directly or indirectly to strictly comply with the condition.
- 6.3 If the Personal Code or the instrument for performing a transaction of the Applicant is damaged, lost or stolen, the Applicant must notify the Bank's department who is responsible for supervising and providing electronic services and cancel any earlier transaction before the Bank proceeds a transaction as per a request or cancel or seize the use of Personal Code or instrument for performing a transaction immediately, including provide a confirmation letter to the Bank as per the Bank's requests. The Bank shall cancel the transaction or seize or suspend the use of Personal Code or instrument for performing a transaction as soon as the notification is made and the confirmation letter is delivered by the Applicant. The Applicant agrees to pay for any expenses related to the suspension of the financial transaction and/or Personal code and/or instrument for performing a transaction. The Applicant also agrees that if the Bank proceeds any action as per the Applicant's request before the Bank suspends a transaction and/or any action related to the electronic channel by using the Personal Code or instrument for performing a transaction of the Applicant before the Bank seizes the transaction and/or suspends the Personal Code or instrument for performing a transaction, it is binding upon the Applicant and the Applicant must be responsible in all respects.
- 6.4 The Applicant can change the password for using the electronic channel and/or a password for using instruments for performing a transaction at any time as per the procedure provided by the Bank.
- 6.5 If the Personal Code and/or a password is locked, users must send request to bank for unlocked by themselves then bank will identify by their method e.g. Check customer's email already registered in system or not etc. In case of the Applicant wishes to have an additional user, delete user, modify information or reset a password etc., the Applicant must fill in the form for changing/amending information to the Bank to be acknowledged as per the condition and procedure specified by the Bank.
- 6.6 The Bank issues and delivers the Applicant's identification number (Corp ID), user's identification number (User ID), OTP password (One Time Password), including Token, to the Applicant when an acknowledgement receipt is signed. The Applicant agrees that the Personal Code and/or a password is/are no longer controlled by the Bank who is a sender.

- 6.7 The Applicant acknowledges and agrees that the Bank shall inspect only the user that uses a system created by the Bank. Apart from that, the Applicant shall be responsible by himself for any damage which occurs.
- 6.8 The Applicant agrees to provide sufficient details of the user, information of the Applicant's account, authorization matrix proceeding, approved amount per day and/or per transaction, etc. in an application for Online Banking (ibanking), Special Online Banking Services, Bulk Transaction Services, and/or SFTP Electronic Services (Secure File Transfer Protocol) and/or any other channel that the Applicant wishes to use the Service with the Bank in the future. The Applicant agrees that the details provided or to be provided in the future shall be deemed as a part of this agreement.

7. Token and/or electronic instrument for performing a transaction

- 7.1 The ownership of instrument that the Bank delivers to the Applicant (if any) is the Bank. The Applicant must keep the instrument for performing a transaction in a good condition and in a safe place and prevent the instrument from the wrongful use by any person. The Applicant shall not be entitled to allow any person who is not related to the instrument using the instrument for performing a transaction or possess the instrument without a written consent from the Bank. The instrument for performing a transaction must not be used for any other purpose that is not related to the Bank's Services and it must be returned to the Bank immediately upon the Bank's request. Once the Service via the electronic channel is terminated due to any reason, the Applicant shall return the instrument for performing a transaction to the Bank in good condition. If there is any damage from the intentional or negligent action of the Applicant or any person delegated by the Applicant, the Applicant shall be responsible for the expenses to repair the instrument as the Bank informs.
- 7.2 If the instrument for performing a transaction is damaged due to the intentional or negligent act of the Applicant or any person delegated by the Applicant, the Applicant must submit a request for repairing together with the instrument for performing a transaction to the Bank. The Bank shall return the instrument for performing a transaction which has been fixed to the Applicant within 15 business days after obtaining a request. The Applicant agrees to be responsible for the expenses to repair the instrument as informed by the Bank.
- 7.3 If the instrument for performing a transaction is lost or stolen, the Applicant must submit a request for new instrument for performing a transaction replacing the previous one. The Bank shall deliver the new instrument for performing a transaction to the Applicant within 15 business days after obtaining a request. The Applicant agrees to be responsible for the expenses of the instrument as the Bank informs.
- 7.4 If the Applicant wishes to order or seize or stop using the instrument for performing a transaction, the Applicant must submit a request in writing stating his/her intention to the Bank. The Bank shall proceed as per the request or per a notice from the Applicant within 3 business days.
- 7.5 The Bank reserves its rights to provide the Token in certain channels and/or the Bank's Services to the Applicant.
- 7.6 The Bank reserves its rights to cancel, amend or reject the issuing or replacement of the new Token to the Applicant without prior notice or reason.

8. Cancellation and/or termination of Services

- 8.1 The Bank is entitled to cancel the Service immediately without prior notice in the following circumstances:
- 8.1.1 Any wrongful act of the Applicant such as a government agency or a government officer, for example the Anti-Money Laundering Office inspects and finds that the Applicant or any transaction of the Applicant had ground or had high risk under the Anti-Money Laundering Act B.E. 2542 as amended from time to time including rule, order, protocol and/or any related regulation etc. or the Bank has a reasonable ground to suspect that the action of the Applicant would violate or avoid the law or be illegal.
- 8.1.2 Any wrongful act of the Applicant which causes the service system of the Bank to be damaged and is unable to provide the Services.
- 8.1.3 Any wrongful act of the Applicant that disturbs any other person's rights, an attempt to obtain unnecessary information to design, develop or upgrade any program or computer software that is not permitted or any disturbance to an account, computer system or network.
- 8.1.4 The Applicant does not comply with the general terms and conditions or an application of each Service, including a contract and/or any other documents that was executed or to be executed in relation to the Bank's Services.
- 8.1.5 The Bank is unable to collect the service fee from the Applicant's bank account for any reason.
- 8.2 The Bank reserves its right to cancel the Services in whole or in part as the Bank deems appropriate by giving prior written notice to the Applicant at least 30 (thirty) days and the consent of the Applicant is not necessary. The cancellation of the Bank pursuant to clause 8.1 and clause 8.2 shall not affect to the rights of the Bank to demand the Applicant to perform its obligation completely.
- 8.3 The Applicant is entitled to cancel the Services in whole or in part by giving a written notice to the Bank at least 30 (thirty) days in advance.