

Terms and Conditions of SMS Alert Service

The terms and conditions of SMS account alert service hereunder are agreed by and between Service Applicant and CIMB Thai Bank Public Company Limited, hereinafter referred to as “the Bank.” Service Applicant agrees to be bound to the terms below in all respects:

Clause 1. In these terms,

1.1 “Service” means SMS account alert service.

1.2 “Mobile phone number” means the mobile phone number which Service Applicant has the right to use and which is notified to the Bank as designated number for use of the Service.

1.3 “Account” means deposit account of Service Applicant the movement of which will be notified via the Service.

Clause 2. Service Applicant agrees and acknowledges that, by the Service, SMS shall be sent to the designated mobile phone number to facilitate and keep Service Applicant informed of account movement and balance. The message sent is only preliminary information.

Clause 3. Service Applicant warrants that he/she has the right to use the designated mobile phone number. In case of any damage arising from using the Service via the designated mobile phone number, Service Applicant agrees to be liable in full for all such damage.

Clause 4. Service Applicant acknowledges that use of the Service outside Thailand through international roaming may bear extra fee charged by the respective mobile phone service provider.

Clause 5. In case where Service Applicant requires to changes mobile phone number designated for the Service, Service Applicant shall notify the Bank by the method prescribed by the Bank.

Clause 6. Service Applicant acknowledges that he/she may not receive or may receive with delay the SMS sent by the Bank due to certain reasons, such as being out of the signal range, or any other causes.

Clause 7. Service Applicant acknowledges that information sent via the Service is personal information of Service Applicant and it is his/her responsibility to keep it in strict confidential. Any damage caused as a result of such personal information being known by other persons shall entirely be the sole responsibility of Service Applicant.

Clause 8. The Bank shall be responsible for the damage caused as a result of the Bank’s reckless or gross negligence and that could take place only in normal circumstances. The Bank shall not be responsible for the damage caused in exceptional circumstances. Service Applicant agrees that in no case shall the Bank be liable for the damage caused by any of the following:

8.1 Force majeure or incidents beyond the Bank’s control, including but not limited to interconnection signal transmission failure, or virus interfering computers or peripherals, or illegal acts, or the Bank’s temporary termination of the Service for maintenance or improvement purpose which would disable Service Applicant to use the Service.

8.2 Delay, error, or defect of 1) any computers or peripherals of Service Applicant, or those of the Bank, or 2) internet service providers, or 3) cellular network or other telecommunication network providers.

8.3 Delay in implementation process of this Service.

8.4 Service Applicant failing to comply with these terms.

Clause 9. In case where the account number is changed for whatever reason, Service Applicant agrees that the Service shall remain applicable to such account with the changed number unless otherwise prescribed by the Bank.

Clause 10. Notice or any correspondence of the Bank sent to Service Applicant by post or e-mail at the address provided by Service Applicant, or by SMS to his/her mobile phone number, shall be regarded as being sent rightfully to Service Applicant. In case where Service Applicant changes his/her address or mobile phone number, he/she shall notify the same to the Bank in writing or by the method prescribed by the Bank.

Clause 11. Service Applicant agrees to pay the Service fee in advance to the Bank at the rate, for the Service duration, and on the date prescribed by the Bank, and to consent to the Bank to debit such fee and other relevant expenses (if any) from his/her account.

Clause 12. In case where there is no or inadequate balance amount left in the account to be debited for the Service fee and/or other relevant expenses, the Bank shall be entitled to temporarily suspend the Service (until such fee and/or expenses are successfully collected), or terminate the Service without prior notice to Service Applicant. Service Applicant shall waive his/her right to claim compensation for any damage arising from the Bank's temporary suspension or termination of the Service.

Clause 13. The Bank may change the terms and conditions as well as the fee rate of the Service with announcement made by posting at the Bank's offices/branches or on the Bank's website. The change of the fee rate of the Service shall be announced or notified to Service Applicant at least 30 days in advance.

Clause 14. Service Applicant shall allow the Bank to collect, use, disclose or provide his/her personal information and other information to a third party for the benefit of the Service provision, or as the Bank may deem appropriate for or beneficial to Service Applicant to access various service offerings.

Clause 15. Service Applicant may terminate the Service at any time with notice made to the Bank in writing or by the method prescribed by the Bank. The Bank reserves the right not to return the duly paid fee to Service Applicant.

Clause 16. In case where Service Applicant cancels or discontinues using the designated mobile phone number for whatever reason without notice to the Bank by the method prescribed, and such mobile phone number is later used by another person to apply for the Service, Service Applicant shall allow the Bank to terminate the Service previously provided to him/her in relation to such mobile phone number. In this case, the Bank reserves the right not to return the duly paid fee to Service Applicant.

Clause 17. The Bank has the right to discontinue providing the Service without prior notice to Service Applicant.