

Terms and Conditions for the Use of the Electronics Service of the Bank

The Applicant agrees to use the Electronics Service of the Bank (“the Use of Electronic Service of the Bank means the use of services of the Bank through various electronic channels as specified by the Bank and/or to be specified in the future by the Bank such as ATM, Internet Banking, Tele Banking, Mobile Banking and services offered through other electronics devices of the Bank (hereinafter collectively referred to as the “Electronics Service”) as per the details of services specified by the Bank. The Applicant agrees to be bound by and to comply with the following Terms and Conditions:

1. The Bank shall determine the Terms and Conditions for the use of Electronics Service which the Applicant shall use his/her personal code, including but not limited to, Log-in Password and Personal Identification Number (PIN) (hereinafter collectively referred to as the “Password”) of the Applicant as per the terms and conditions specified by the Bank (according to the type of service). The Applicant shall safe-keep his/her Password as confidential information and shall take caution to prevent others from knowing the Password and use it in a wrongful manner or cause any damage. If a transaction is conducted using the Password of the Applicant as per the Terms and Conditions specified by the Bank (according to the type of service) whether by the joint-account holder of the Applicant or other third parties, it shall be regarded as the Applicant’s own conducts and shall be fully binding to the Applicant and the Bank shall not be liable to any damage that may incur to the Applicant.

2. In the case the Applicant has incorrectly input the Password for more than the number of times allowed by the Bank, the Bank will immediately cancel the Electronics Service. The Applicant wishing to continue such service shall contact the Bank and/or proceed in accordance with the procedure to resume service as specified by the Bank.

3. The Applicant agrees and consents that in the case there is no or insufficient funds in the Applicant’s account for the Bank to proceed in accordance with the instruction for each service offered by the Bank and/or the Bank has not received the required documents to proceed with the Electronics Service and/or the Applicant has not complied with the terms and conditions for such service of the Bank and/or the applicable laws and/or other regulations specified by the Bank and/or the law and/or due to whatever necessity of the Bank in whatever reason, the Bank has the right to halt the Electronics Service for such event as deems appropriate by the Bank. The Applicant shall waive all rights to claim for damage that may be incurred from such proceedings by the Bank.

4. The Applicant agrees that any transaction conducted through the Electronics Service, whether related to any account of the Applicant or not, if conducted with the use of the Applicant’s Password and in accordance to the methods and conditions for using each service as specified by the Bank, shall be regarded as complete with no signature of the Applicant required as evidence of such transaction, unless requested or otherwise specified by the Bank. The Applicant agrees to take full responsibility for such conducts as if they were the Applicant’s own conducts, whether the conducts were done in faith by a third party or not.

5. The Applicant agrees that any method for the applying for the use of or any proceeding of the Electronics Service is credible and enforceable to the Applicant, the Bank and related persons. The Applicant also certifies that all statements, documents or information related to use of the Electronics Service prepared the Bank and/or the Applicant shall be deemed correct without requiring the review or signature of the Applicant and can be used as evidence of debt and/or the use of service by the Applicant.

6. The Applicant agrees that the Bank is not required to be responsible for any damage to the Applicant for the use of the Electronics Service due to actions by a hacker, unusual situation, force majeure or other events beyond the control of the Bank which hinder the ability to offer the Electronics Service of the Bank such as computer or electrical or communication system malfunction causing a halt in the Electronics Service resulting in the Applicant's inability to use or receive such service for whatever reason. The Applicant agrees not to use such cause as claim to hold the Bank responsible whatsoever.

7. For any damage that may incur to the Bank as a result of the use of the Electronics Service of the Applicant, the Applicant agrees to be fully responsible for such damage to the Bank.

8. When making payment for fees and/or other expenses for the use of the Electronics Service, the Applicant hereby authorizes and consents the Bank to immediately deduct, transfer or proceed with any conduct to all accounts of the Applicant maintained with the Bank as per the terms, conditions and methods specified by the Bank. The Applicant consents that the Bank has the right to amend and collect fees and/or service charges in accordance with the rates and methods specified by the Bank.

9. In the case that the deposit account number and/or the electronics card number of the Bank (if any) has been changed, for whatever reason, the Terms and Conditions of this Application shall remain in effect to such accounts and/or electronics card (if any) that the numbers have been changed.

10. The Bank reserves the right to amend, add or change the Terms and Conditions for the use of the Electronics Service and/or the cancellation of the Electronics Service through one of the channels of the Bank, without having to explain the reason for such change. In the case the Bank exercises such right and/or the right to change or add the fees and/or service charges in clause 8, the Bank shall notify the Applicant at least 30 in advance by written notice to the Applicant or by posting the announcement at the head office or branches of the Bank or in any Thai daily newspaper, relevant website or by other methods as deems appropriate by the Bank, without prior notice or shorter than specified notice by the Bank in an emergency case or as the Bank deems appropriate. The Applicant will not use such prior notice condition, on time and methods, as a reason to reject or prevent the effectiveness of such changes notified to the Applicant and if the Applicant continues to use the Electronics Service, it shall be deemed that the Applicant agrees to the amended terms and conditions and/or conditions on fees and/or service charges. The Applicant agrees to waive the right to claim for any damage and/or compensation due to the exercise of such right by the Bank.

11. If any error is found by the Applicant as a result of the using the Bank's services, the Applicant shall notify the Bank in writing within 3 business days from the day of the transaction. The Bank shall promptly investigate the cause of such error and shall regard the decision of the Bank as final. Nevertheless the Applicant shall be responsible for all the expenses resulting from the investigation of the Bank including various fees at the rates specified by the Bank (if any).

12. Any document or letter that the Bank duly sent to the Applicant at the postal address or e-mail address and/or office address, notified to the Bank by the Applicant, shall be regarded as that the Applicant acknowledges the content in such document or letter.

13. The Applicant agrees to be bound by and comply with the regulations for using the Electronics Service in accordance with the current Terms and Conditions of this service and any additional regulation thereof including any handbook or document related to the Electronics Service to be announced by the Bank in the future which shall be regarded as an integral part of this Terms and Conditions. The Applicant agrees to comply with the regulations of the Bank and/or conditions and

related laws, and agrees to prepare and submit any other document to the Bank as required by law or the Bank.

14. The Applicant consents the Bank to contact, inquire, disclose and use the data pertaining to the financial status and facts of the Applicant for the consideration and presentation of the Bank's various products, services or special offer to the Applicant and/or for any purpose as the Bank deems appropriate. The Applicant consents the Bank to disclose information and/or information on financial transactions of the Applicant as per the request or order of the government officials or agencies as required by law, announcements or regulations for the Bank to disclose the information and/or information on financial transactions of the Application. The Applicant shall not cancel or revoke this consent and this consent shall continue to take effect even after the Applicant has cancelled this service from the Bank.

15. The Applicant may extinguish or cancel any service used by the Applicant under the Terms and Conditions for each service prescribed and offered by the Bank, as deems appropriate by the Applicant through one of the channels specified by the Bank. The notification of the extinction, cancellation and/or make additional inquiries at the branches of the Bank and/or ICBC Call Center. For the ICBC Internet Banking, the Applicant may request a stoppage or cancellation of the service through the ICBC Internet Banking website, as per the procedure and method specified in the website.

16. This Terms and Conditions shall be enforced and interpreted under the law of Thailand and the Thai court of justice shall have jurisdiction in hearing and deciding on disputes pertaining to this Terms and Conditions.

17. In the case In the case where any content of the Thai version of this Terms and Conditions conflicts with the translation in the English and/or Chinese version, the Thai Terms and Conditions shall be applicable and be regarded as the correct version.