

## Terms and Conditions of ICBC (Thai) Credit Card

### Chapter I General Principles

Article 1 In these Terms and Conditions, the following words shall have the following meanings:

“Bank” means Industrial and Commercial Bank of China (Thai) Public Company Limited.

“Credit Card” means all kinds of credit card including supplementary card issued by the Bank to the Cardholder under these Terms and Conditions.

“Cardholder” means the individual person with the qualified and approved by the Bank and the relevant laws to hold the Credit Card. The Cardholder may be classified into the primary Cardholder and the supplementary Cardholder.

“Credit Line” means the maximum credit limit which is assigned from time to time, to the Cardholder by the Bank according to the Cardholder’s credit standing. The Credit Line shall be applied to the Cardholder during the valid period.

“Posting Date” means the date on which the Bank records the Cardholder’s transaction amount, any fee (including but not limited to the Over Limit Fee, the Late Payment Fine, annual fee, handling fee and debt collection fee), and interest in the Cardholder’s Credit Card account.

“Statement Date” means the date on which the Bank sums up the transaction amount, fees and the interest payable by the Cardholder to the Bank for the relevant period.

“Interest Free (Grace) Period” means the period from the Posting Date to the Payment Due Date, during which any transaction, except cash advance, is free of interest.

“Payment Due Date” means the last day that the Full Payable Amount or the Minimum Payment Amount, as the case may be, shall be paid.

“Payment Date” means the accounting date for the Bank when the Cardholder pays the debt related to the Credit Card, whether in full or in part.

“Full Payable Amount” means the total debt arising from the Credit Card usage, including all interest and fees, etc., which the Cardholder has not paid to the Bank until the Statement Date.

“Minimum Payment Amount” means the minimum amount payable by the Cardholder on or before the Payment Due Date as determined by the Bank.

“Late Payment Fine” means the penalty to be charged by the Bank to the Cardholder when the Cardholder fails to make the Minimum Payment Amount within the Payment Due Date.

“Over Limit Fee” means the fee to be charged by the Bank to the Cardholder when the Cardholder’s debts exceeds the Credit Line and such excess amount is not settled on the Posting Date.

Article 2 The primary Cardholder may apply supplementary card(s) for any individual person(s) whether or not having full capacity to perform any legal act but shall have the qualifications stipulated by the Bank and the relevant laws.

The primary Cardholder also has the rights to amend, suspend and cancel the supplementary card applied by the primary Cardholder at any time through the Call Center or by any means determined by the Bank.

The primary Cardholder shall assume and be responsible for all debts under the supplementary card applied by the primary Cardholder, and the supplementary Cardholder shall assume and be responsible for all debts of the primary card and supplementary card as a joint debtor with the Primary Cardholder even though the supplementary Cardholder does not use the Credit Card.

Article 3 The Cardholder shall sign his/her signature on the signature area of the Credit Card upon receipt of the Credit Card. The signature shall be the same as the signature on the application form. The Cardholder shall sign the same signature when using the Credit Card, failing which the Cardholder shall be responsible for any damage or loss incurred.

Article 4 The Credit Card issued to each Cardholder shall be assigned PIN code. Any transaction conducted with the use of the PIN code shall be deemed transacted by the Cardholder him/herself.

**The Cardholder is obliged to possess the Credit Card and the PIN code with care and shall not give them to anyone or allow anyone to use them for whatever reason, failing which the Bank shall not be responsible for any damage incurred in all respects. In addition, the Cardholder acknowledges that if the Cardholder enters the wrong PIN code consecutively more than the specified times, the Credit Card shall be retained by the Bank. In the case the Cardholder is unable to remember PIN code, the Cardholder may set a new PIN code at any branch of the Bank.**

Any transaction slip with the Cardholder's signature and/or any electronic transaction conducted using the magnetic stripe, chip, card number, PIN code, password, or any electronic message or document, etc., made through including but not limited to any sale terminal, manual acquiring, e-mail, telephone, mobile phone, SMS, fax or internet banking shall be regarded as a valid transaction.

Article 5 In case of the loss of the Credit Card, the Cardholder shall make loss report immediately via the Call Center, Telephone Banking, Internet Banking or other electronic channels specified by the Bank or report of the loss of Credit Card directly at any of the Bank's branch. The loss report shall take effect immediately when the loss report procedure is completed, but the Cardholder will still be responsible for any damage and loss incurred before and 5 minutes after such loss report takes effect.

The Cardholder has no responsibility for the transactions conducted after 5 minutes following the loss report takes effect, unless the transactions are due to fraud, collusion with others fraud or other dishonest behaviors of the Cardholder.

The Cardholder may apply for a new Credit Card according to the Bank's regulations and procedures after loss report procedure is completed.

Article 6 Each Credit Card has a validity period specified by the Bank. The Bank will conduct Credit Card replacement to the Cardholder prior to the expiry date of the existing Credit Card. The Bank reserves the right not to conduct Credit Card replacement if the Cardholder has not activated the existing Credit Card within the time period determined by the Bank. The expired Credit Card cannot be used for any transaction.

If the Cardholder wishes to terminate the existing Credit Card or to terminate the Credit Card replacement, the Cardholder shall pay the debt in full and complete the Bank's credit card termination process as determined by the Bank at any of the Bank's branch or through the Call Center.

These Terms and Conditions, usage instructions and the Bank's relevant regulations shall continue to take effect on the Cardholder who has already terminated the Credit Card or whose Credit Card has already expired.

If the Bank and any cooperator or card organization agree to terminate their cooperation on credit card issuance, the Bank reserves the right to issue the new Credit Card to the Cardholder as replacement of the existing Credit Card.

Article 7 For the single-currency Credit Card, the Bank will open a Baht credit card account and will approve the Baht Credit Line to the Cardholder. Transactions related to such single-currency Credit Card will be recorded in such Baht credit card account.

For the dual-currency Credit Card, the Bank will open a Baht and a foreign currency credit card account and will approve the Baht and Foreign Currency Credit Lines to the Cardholder. Transactions related to such dual-currency Credit Card will be separately recorded in such Baht credit card account or foreign currency credit card account, as the case may be.

The Bank has the right to set the total Credit Line for the Cardholder holding more than one Credit Card.

**Article 8 The Cardholder has the responsibility to review all transactions conducted through the Credit Card. If found that there is any error in the transactions, the Cardholder is entitled to dispute the transactions specified in the Statement of Account within 10 business days from the date of receipt of the said statement from the Bank. If the Cardholder fails to inform the Bank within the time period, it shall be deemed that the transactions appear in the Statement of Account are correct. However, if the Cardholder is able to prove that any transaction appeared in the Statement of Account is incorrect and is not due to the Cardholder's mistake or fault, the Cardholder is entitled to dispute within a period of 60 days from the date of receipt of the Statement of Account. In determining the expiry date of the period referred to above, the Bank shall prove the date and time of submission of the Statement of Account to a post office/courier and the service had been performed by the post office/courier.**

**The existence of any claim or dispute between the Cardholder and vendor, service providers or any persons shall not relieve the Cardholder from the obligation to settle the debts with the Bank upon the rendering of the monthly Statement of Account by the Bank, except to the extent that the Cardholder provides to the Bank all valid evidences acceptable to the Bank.**

**To order goods or services for which the Cardholder intends to make payment, either verbally or in writing, by giving the Credit Card number to the vendor or service provider for the collection of payment, the Cardholder agrees that the documents made by the vendor or service provider in taking the Cardholder's order are proof of the Cardholder's use of the Credit Card by which the Cardholder shall be bound. In the case where the Cardholder denies to have ordered the goods or services, the Bank shall not make the collection of payment or shall refund the Cardholder immediately in accordance with the Bank's general practice.**

**The Bank, however, reserves the right to recollect the payment with interest from the Cardholder if it is proven that the incurred debt was due to the Cardholder’s act. Nevertheless, nothing shall prejudice the Cardholder’s right to cancel the transaction within 45 days following the transaction date or within 30 days following the due date for the delivery of the goods or service. In case the due date for the delivery had been stipulated in writing and the Cardholder can prove that the Cardholder did not receive the goods or service, the delivery was not made on time, the delivery was incomplete, either some goods were missing or defective or the goods or service were not those intended, the Bank shall not request the Cardholder to make the payment. In the case where a payment has been made and the transaction was a domestic transaction, the Bank shall refund such payment to the Cardholder within 30 days following the date of notice by the Cardholder in writing. If the transaction was an international transaction, the Bank shall refund the payment to the Cardholder within 60 days following the date of notice by the Cardholder in writing. The Cardholder shall clearly notify in writing of such cancellation or defect of goods or services to the vendors or service provider and to the Bank within a period provided herein.**

Article 9 The Cardholder irrevocably authorizes and consents National Credit Bureau Company Limited (“NCB”), NCB’s members or service users and the Bank to inquire, check, record, change, correct, reveal and/or use the Cardholder’s private data, credit data and/or other data recorded or kept at NCB, NCB’s members or service users, or the Bank whether the Cardholder’s credit card account and/or the Credit Card is closed, revoked, expired, terminated or cancelled, provided that all the above actions shall be in compliance with the applicable laws and regulations.

## **Chapter II Interests, Fees and Payment**

## Article 10 The interests, fees and charges

10.1 The Cardholder who pays the Full Payable Amount stipulated in the relevant Statement of Account, other than cash advance amount, on or before the Payment Due Date will not be charged interest. The Cardholder who uses the Credit Line for the cash advance shall pay the interest at the rate determined by the Bank on such advanced amount calculated from the Posting Date to the Payment Date.

10.2 The Cardholder paying the Minimum Payment Amount indicated in the relevant Statement of Account shall be charged by the Bank an interest at the rate determined by the Bank on the unpaid amount calculated from the Posting Date to the Payment Date. If the Cardholder pays an amount less than the Minimum Payment Amount within the Payment Due Date, the unpaid amount is deemed as the overdue amount and the Cardholder shall be charged an interest as well as the Late Payment Fine as determined by the Bank on such overdue amount. If the amount due is less than Baht 500, the Cardholder shall pay such amount in full.

10.3 If the Cardholder uses the Credit Card exceeding the Credit Line and such excess amount is not settled on the Posting Date, the Cardholder shall be charged the Over Limit Fee on such amount. The excess amount may be due to (I) the debts occurred before the expiration of temporary Credit Line increase; or (II) the charge of any interest, fee or charge, etc.

10.4 The Bank shall calculate the interest on the relevant transaction or fee does not meet the interest free conditions commencing from the Posting Date to the Payment Date. The Bank has the right to charge interest on a monthly basis.

10.5 The Cardholder shall not receive any interest on the deposits in the Cardholder's credit card account.

Article 11 The Cardholder may pay the debts by him/herself or by direct debit from the Cardholder's designated payment account. In the case the debt payment is made by the Cardholder, the Cardholder shall deposit the sufficient

amount into the Cardholder's credit card account on or before the Payment Due Date. In the case the debt payment is made by direct debit, the Cardholder shall submit to the Bank an application designating the Cardholder's account/debit card number as the payment account. The Cardholder shall ensure that there are sufficient amounts in the designated payment account one day before the Payment Due Date, otherwise, the automatic deduction will not be performed and the Cardholder shall pay the debt by him/herself. The Cardholder shall notify the Bank in writing if the Cardholder wishes to change the designated payment account, otherwise, the Cardholder shall undertake and be responsible for any damage and loss incurred.

Article 12 The Cardholder shall pay for the fees, service fees and other expenses pertaining to the use of the Credit Card, at the rate and pursuant to the terms and conditions announced by the Bank from time to time. The Cardholder consents the Bank to deduct from the Cardholder's credit card account for such fees, services and expenses.

Where the Cardholder has already paid the annual fee to the Bank, the Cardholder is entitled to claim for a refund of such fee on a pro-rata basis if the Cardholder requests to cancel the Credit Card without breaching any agreements made with the Bank relating to the card usage.

Article 13 For all overseas ATM cash withdrawal, the Cardholder may be charged an International Access Fee determined by the ATM Acquiring Bank. This fee shall be totally burdened by Cardholder.

### **Chapter III The Rights and Obligations of the Relevant Persons**

Article 14 The rights of the Bank

14.1 The Bank has the right to obtain the Cardholder's personal data, credit data, credit standing, assets and other information from the NCB, NCB's members or service users and any other person. The Bank has the right to check, keep and use such information and data of the Cardholder for any purpose



pursuant to the applicable laws. The Bank has the right to confirm whether the Cardholder is required to procure any guarantee for debt payment or not.

**14.2 The Bank has the rights to decrease the Credit Line assigned to the Cardholder, suspend or terminate the Credit Card at any time according to the Cardholder's transaction record, payment record or in case there is any change of deterioration in the credit standing or source of incomes of the Cardholder or the Cardholder has indebted or credit limit with any banks or financial institutions more than income where the Bank has considered the Cardholder having insufficient income to repay debt due to the usage of the Credit Card or the Cardholder confronts with any problem resulting significantly negative impact to the performance of debt repayment of the Cardholder or for the protection of the Cardholder's credit card account, the unexpected fraud risk, or for whatsoever reason.**

**14.3 In the case where the Bank has discovered that any usage of the Credit Card such as any payment of goods or services and/or transfer is doubtful and/or unusual, the Cardholder consents the Bank to temporarily cease the Credit Card usage, in part or in full, immediately without prior notice. This is to prevent any damage to the Cardholder. Such service will be reopened, in part or in full, once the Bank has contacted and confirmed of the accuracy of such transaction with the Cardholder. The Cardholder agrees that such conducts by the Bank are for the safety and protection of the Cardholder and the Bank shall be held harmless for any damage thereof.**

**14.4 If the Cardholder does not pay any debt, fee, fine or any other expense when it is due, the Bank has the right to collect such outstanding amount through the letter, SMS, e-mail, telephone, announcement, door to door or judicial channel by itself or by an authorized third party, suspend the Credit Card, enforce the relevant collateral and securities, set off any**

sum deposited in any account of the Cardholder opened with the Bank and recourse from any guarantor or security provider (if any).

**14.5 The Bank, at any time, has the right to disqualify the Cardholder and to suspend the use of the Credit Card immediately without prior notice in the case of (I) the Cardholder does not comply with the relevant laws, regulations or rules, these Terms and Conditions, or the usage instructions; or (II) the Bank has reasonable cause to believe that the Cardholder has intentions or has conducts that may be fraud or unlawful, or has sought any business interests or any action which the Bank has ground to believe that the Credit Card has or might have been unlawfully used or the Cardholder has exercise the right in bad faith; or (III) the Bank has a necessity or has been required by law or ordered by related authorities; or (iv) the Cardholder furnishes the Bank untrue or false statement, representation or information whether to be known by the Bank prior to or after the issuance of the Credit Card to the Cardholder.**

14.6 If the Bank arranges to provide the Cardholder with privileged or reward for points accumulation, the Bank reserves the right to revoke or amend the rules of point accumulation or any content of such privilege or reward program, to revoke or cancel the points and to terminate any privilege or reward, without prior notice to the Cardholder.

14.7 In case the Cardholder does not activate the Credit Card within 180 days or does not use the Credit Card within 1 year after the Credit Card has been approved to the Cardholder, the Bank may suspend or terminate the Credit Card without a prior notice to the Cardholder.

#### Article 15 The obligations of the Bank

15.1 The Bank shall provide the terms and conditions, usage instruction and announcement of an interest and fee related to the Credit Card in writing or through the Bank's website.

15.2 The Bank shall establish the 7\*24-hour Call Center to provide the business consultation, account inquiry, complaint handling and loss report, etc.

15.3 The Bank shall send the Cardholder monthly written Statements of Account or e-Statements of Account as specified by Cardholder at least 10 days prior to the Payment Due Date. The Cardholder is entitled to request the Bank to send the Statements of Account in the form other than previously notified by giving a written notice to the Bank in advance not less than 7 days.

15.4 The Bank shall keep the Cardholder's information confidential in accordance with the law. The Bank shall not disclose such information to any organization and/or individual, except as required by the laws or regulations, or the order of the court or governmental agencies or otherwise stipulated in these Terms and Conditions.

The Cardholder agrees and acknowledges that the Bank is authorized to disclose any information relating to the Cardholder, transactional or commercial relation with the Bank and also keep, gather and use financial information and other records or information of the Cardholder received by the Bank directly or indirectly in the Bank's custody in order to disclose such information and records to any or all of the following:

- a) parent company, subsidiary and/or affiliate of the Bank whether to be local or multinational company existing now or to be established in the future;
- b) any financial institutions or juristic person i.e. business partner or any juristic person within the same group of the Bank whether to be local or multinational company existing now or to be established in the future;
- c) any assignees of rights and obligations of the Bank, any company, financial institution or juristic person as specified in Paragraphs (a) and (b) and agent or any person delegated or hired by the Bank, any company, financial institution or juristic person as specified in Paragraphs (a) and (b) to perform any obligations or render services for or on behalf of the Bank, any company, financial institution or juristic person as specified in Paragraphs (a) and (b);

- d) any agent, contractor, third party service provider or representative of the Bank, any company, financial institution or juristic person as specified in Paragraphs (a) and (b); or
- e) any domestic or overseas, regulators or tax authorities where necessary to establish tax liabilities of the Cardholder in any jurisdiction, or any person when required to do so pursuant to subpoena or other court process issued within any applicable jurisdiction or when the Bank is required to disclose information in some other manner subject to relevant laws or pursuant to agreements with regulators or authorities or otherwise required to do so in accordance with the laws of any applicable jurisdiction.

This consent shall continue to take effect even after the Cardholder has cancelled or closed the credit card account.

#### Article 16 The rights of the Cardholder

16.1 The ownership of the Credit Card belongs to the Bank. The Cardholder has the right to use the Credit Card in accordance with these Terms and Conditions.

16.2 The Cardholder has the right to receive/obtain the information on the features, usage instruction and the Bank's fee schedule, interest rate and calculation methods.

16.3 The Cardholder may request the Bank to issue the Statements of Account within reasonable time, or to provide the credit card account movement, through the various service channels provided by the Bank at the Cardholder's costs and expenses.

#### Article 17 The obligations of the Cardholder

17.1 The information and data provided by the Cardholder to the Bank shall be true, correct and complete in all respects. Otherwise the Cardholder shall undertake all responsibilities and liabilities.

17.2 If the Cardholder does not wish to accept the Bank's increase of the Cardholder's Credit Line, the Cardholder shall notify the Bank in writing or through Call Center within the Bank's determined time, otherwise, it is deemed that the Cardholder accepts such increased Credit Line.

17.3 The Cardholder shall timely notify the Bank to update his/her information, including the information, address, contact information, ID, etc. of the Cardholder given to the Bank, in writing or by other means accepted by the Bank. The Cardholder acknowledges and accepts that the Bank has the right to provide or terminate the service of sending the Cardholder the various information of the Credit Card or the Bank's other services through SMS or E-mail.

17.4 The Cardholder shall comply with the laws, regulations and rules, and the relevant regulations, announcements and general practices of the Bank, card organization and any other Point of Sales ("POS") acquiring units when the Cardholder uses the Credit Card in Thailand or other countries. The Cardholder shall also comply with the relevant terms and conditions, transaction rules, and agreements when the Cardholder uses the Credit Card through the Bank's electronic channel.

17.5 The Cardholder shall not call for the Bank's responsibility for the Bank's failure to perform its functions or provide service pursuant to these Terms and Conditions whether directly or indirectly as a result of the defect of any equipments, information system or network connection or due to the business dispute or any other factors beyond the Bank's control.

17.6 The Cardholder shall be responsible for the Value Added Tax or the Special Business Tax and/or any other replacement thereof applicable to any payment to the Bank under these Terms and Conditions.

#### **Chapter IV Supplementary Provisions**

Article 18 The Bank has the right to revoke and amend these Terms and Conditions or other terms and conditions related to the use of the Credit Card, interest rates, fees, fines or expenses from time to time as the Bank deems appropriate. The Bank shall inform the Cardholder in writing by sending to the latest address of the Cardholder notified to the Bank, no less than 30 days in

advance, except in urgent cases which the Bank shall notify the Cardholder in writing or announce in a well circulated Thai daily newspaper at least 7 days in advance. In the case of a newspaper announcement, the Bank shall also notify the Cardholder in writing again.

Any revocation, amendment and change to any of these Terms and Conditions or other related terms or conditions causing the benefit to or decreasing or releasing the obligation or liability of the Cardholder, it shall take effect immediately and the Bank will give a notice to the Cardholder.

The Cardholder agrees to be bound by and accepts such revocation, amendments and changes and hereby waives the right to claim any damage or loss occurred to the Cardholder as a result of such revocation, amendment and change against the Bank.

Article 19 In the case where any content of the Thai version of these 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.