

## ICBC (Thai) Personal Electronic Banking Terms and Conditions

### Article 1 Definition

**"ICBC (Thai) Personal Electronic Banking"** means the service offered to any individual by the Bank in the form of a self-service via electronic banking channels. The ICBC (Thai) Personal Electronic Banking includes ICBC Personal Internet Banking and ICBC Telephone Banking.

**"ICBC Personal Internet Banking"** means the service offered to any individual by the Bank in the form of a self-service via internet. This service will be used by the Applicant through personal computer and mobile phone.

**"ICBC Telephone Banking"** means the service offered to any individual by the Bank via telephone. This service will be used by the Applicant through IVR (Interactive Voice Response) and the Bank's Call Center.

**"Certificate"** means the equipment that contains the electronic file storing the Applicant's identity information and will be used as electronic signature of the Applicant for using the ICBC Personal Internet Banking. Storage medium for the Applicant's Certificate is "USB-Shield", "E-Password Token" or other equipments as specified by the Bank.

**"Password"** means a group of numerals or alphabets set by the Applicant to confirm the identity of the Applicant. The Password is divided into: 1) the Log-in Password; 2) the Transaction Password; and 3) the Certification Password.

**"Log-in Password"** means the Password to log in to the ICBC (Thai) Personal Electronic Banking. The initial Log-in Password is set by the Applicant at the time of registration.

**"Transaction Password"** means the Password for identifying any transaction made through the ICBC Personal Internet Banking by the Applicant applying the Code Card. The Transaction Password is a dynamic password (for use one time only) which is printed on the Code Card. The Applicant who applies for the Code Card shall input the Transaction Password in accordance to the procedure set forth by the Bank.

**"Certification Password"** means the password(s) already set in E-Password Token or the password set by the Applicant applying USB-Shield (as the case may be) for identifying oneself.

**Article 2** In using the ICBC (Thai) Personal Electronic Banking, the Applicant shall comply with the terms and conditions specified herein, ICBC (Thai) Personal Electronic Banking Transaction Rules and ICBC (Thai) Personal Electronic Banking Risk Reminder determined by the Bank.

**Article 3** When applying, registering, amending or cancelling the ICBC (Thai) Personal Electronic Banking at any branch of the Bank, the Applicant shall submit all required documents; complete the details and information required and sign as true and correct. The Applicant shall be responsible for all damages incurred to the Bank or any other person due to the false, inaccurate or incomplete information or documents given.

**Article 4** The Applicant shall use the User Name, Password and the Certificate or the Code Card (as the case may be) of the Applicant to identify himself/herself in conducting transactions and/or using other services through the ICBC Personal Internet Banking. The Applicant shall be solely responsible for the transactions and services conducted through the ICBC Personal Internet Banking with such identification which shall be regarded as the Applicant's own conducts whether such transactions or services have been conducted by the Applicant or any other person permitted or allowed by the Applicant or not, or for any other reason, and the Applicant agrees to be bound by such conducts without having to sign in any document whatsoever, except for the unlawful payment or fund transfer conducted through the ICBC Personal Internet Banking without the Applicant's fault. The Applicant shall not amend or cancel payment or fund transfer instruction after it is completed.

In the case of the Applicant applying the ICBC (Thai) Personal Electric Banking through electronic channel, the Applicant is unable to conduct transactions using the Certificate to confirm the transactions except for the financial inquiry.

**Article 5** Subject to the terms and conditions of the relevant service, the Applicant should use the ICBC (Thai) Personal Electronic Banking only during the time and date specified by the Bank. In the event that the Applicant is unable to conduct any transaction via the ICBC (Thai) Personal Electronic Banking, for any reason, the Applicant may conduct the transaction at any branch of the Bank during the business hours of the Bank.

The Applicant applying USB-Shield as the Applicant's Certificate cannot use mobile phone for conducting the fund transfer to any other person's account through the ICBC Personal Internet Banking.

The Applicant agrees and accepts that, under the provision of the related terms and conditions, the Bank will use its reasonable effort to conduct the payment or fund transfer in accordance with the Applicant's relevant instructions.

**Article 6** When any of the following situations occurs, the Applicant shall conduct the specified proceedings at any branch of the Bank. Otherwise, the Applicant shall be responsible for all the damages and expenses incurred prior to the completion of such proceedings:

(1) The Applicant shall, without delay, reset the Log-in Password, the start up password used with E-Password Token or the Certification Password as per the procedures set by the Bank when the Applicant cannot remember the Log-in Password, the start up password used with E-Password Token or the Certification Password or when the Log-in Password, the start up password used with E-Password Token or the Certification Password has been disclosed or used by other persons;

(2) When the Code Card or the Certificate is stolen or lost, the Applicant shall promptly report the loss or theft to the Bank's Call Center or through other channels specified by the Bank.

The report of the loss or theft of the Code Card or the Certificate shall take effect immediately after the Bank's specified operations are fully conducted;

(3) The Applicant shall apply for a new Code Card immediately as per the procedures set forth by the Bank when the coat film or the pattern on the coat film on the Code Card is stripped, incomplete or damaged or it is found that the serial number on the Code Card are different from what is stated in the Application or the Code Card has been fully used to the number of times the Code Card can be used or the Code Card is stolen or lost prior to the Code Card being fully used;

(4) The Applicant shall apply for a new Certificate immediately as per the procedure set forth by the Bank at any branch of the Bank when the Certificate has expired or when it is stolen, damaged or lost prior to the expiry date;

(5) In the case the Applicant has incorrectly input the Password for more than the number of times allowed by the Bank. The ICBC Personal Internet Banking services will be halted. The Applicant shall apply the new Code Card or reset the Password or the start up password used with E-Password Token (as the case may be) at any branch of the Bank as per the procedures set forth by the Bank; or

(6) In the case the Applicant's mobile phone number that is used for the Bank's SMS service is lost, cancelled or changed, the Applicant shall notify the Bank and shall cancel or change (as the case may be) the mobile phone number for such SMS service.

**Article 7** For any of the following cases, the Bank shall not be responsible for any loss or damage that may be incurred due to the Bank's execution or failure to execute the instruction of the Applicant through the ICBC (Thai) Personal Electronic Banking:

(1) Information or instruction given is vague, incorrect, mistaken or incomplete;

(2) The amount of money in the Applicant's registered account(s) is insufficient or such registered account status is not normal or the Applicant's credit line is insufficient, suspended or terminated;

(3) The Applicant is under any legal proceedings;

(4) The Applicant has been informed by the Bank of the system failure, before or when conducting the fund transfer;

(5) The Applicant has not complied with the terms and conditions as well as the related procedures for the use of ICBC (Thai) Personal Electronic Banking or any service of the Bank as specified by the Bank;

(6) The Bank believes that the transactions, the use of services or conducts of the Applicant may be considered as deceiving, fraudulent or having unlawful intention or against the public moral;

(7) In the event of a force majeure, or a hacking or an attack on the computer system or computer program by a hacker or any other person, or the computer system or network, the communication system, network or equipments related to the ICBC (Thai) Personal Electronic Banking is out of order, ruined, damaged or being repaired or under maintenance service, or a failure in the electrical system or power system, or any mistake, problem, delay or error caused by the mobile phone system or network provider, or a spread of computer virus, or any situation or event beyond the control of the Bank; or

(8) When the Bank has reasons to believe that the conducts in accordance to the instructions of the Applicant will incur damage or liability to the Bank, the Applicant or other persons.

**Article 8** The Bank may, at any time, terminate the ICBC (Thai) Personal Electronic Banking or any service of the Bank with immediate effect, for the following reasons:

(1) If, as a result of using the ICBC (Thai) Personal Electronic Banking, the Applicant has incurred or may incur damage to the Bank or other persons, or there is any damage or malfunction to the machine or computer system or other equipments of the Applicant, the Bank or the communication system or network provider;

(2) There is an evidence that a hacker or any other person has illegally entered the ICBC (Thai) Personal Electronic Banking system or is pretending to be the Applicant in using the ICBC (Thai) Personal Electronic Banking or there is possibility that such events will happen;

(3) The Applicant uses documents or proof of identification that is not current or has expired or is counterfeit or uses the document that belongs to another person for the application of the ICBC (Thai) Personal Electronic Banking or any other service;

(4) The Applicant has not paid for any fee or related expenses within the time specified;

(5) The funds in any registered account have been frozen, seized or detained or such account has been stopped or cancelled due to loss report or payment withheld or the closed account;

(6) The Applicant has not complied with the terms, conditions or related procedures as specified by the Bank or any other customary practice or any other conduct that causes or may cause damage to the Bank, ICBC (Thai) Personal Electronic Banking or any service of the Bank or the reputation of the Bank; or

(7) The Bank has a necessity or has been required by law or ordered of related authorities.

**Article 9** If the Applicant has received any money or benefit, unrightfully or unlawfully for whatever reason, the Bank has the right to deduct such money or benefit including stopping or halting the ICBC (Thai) Personal Electronic Banking or any service of the Bank immediately without prior notice to the Applicant.

**Article 10** The Applicant agrees to pay the annual fee, service fee, fees and expenses associated to the use of ICBC (Thai) Personal Electronic Banking and other services specified by the Bank.

**Article 11** The Applicant shall be responsible for all damages and expenses in the event of any damage incurred to the Bank or other persons as a result of the Applicant's use of the ICBC (Thai) Personal Electronic Banking or other services.

**Article 12** In the event that the Applicant has found that the Applicant has violated or has not complied with the terms and conditions or pertaining procedures of the ICBC (Thai) Personal Electronic Banking,

which causes the Bank not to be able to proceed with the instruction of the Applicant through the ICBC (Thai) Personal Electronic Banking in a timely manner, the Applicant shall immediately notify the facts and details of the matter to the Bank. The Bank will investigate into the matter and notify the Applicant of the result of the investigation within 7 days after the investigation result is known by the Bank.

**Article 13** The Applicant agrees that all the instructions, documents, data and facts of the Applicant or related to the Applicant's usage of the ICBC (Thai) Personal Electronic Banking or any service of the Bank retrieved from the computer system, electronic means or any other information technology system received or recorded by the Bank shall be legally regarded as written evidences and original documents with true and correct contents and shall be maintained for any future legal dispute or proceedings. The Applicant is entitled to request the relevant transaction report from the Bank.

**Article 14** The Bank reserves the right to determine, amend, add or change the ICBC (Thai) Personal Electronic Banking Terms and Conditions, ICBC (Thai) Personal Electronic Banking Transaction Rules or ICBC (Thai) Personal Electronic Banking Risk, the procedures, fees and other expenses relating to the use of ICBC (Thai) Personal Electronic Banking which the Bank will announce from time to time at the Bank's office/branch and/or on its website or through the ICBC (Thai) Personal Electronic Banking and will notify the Applicant or the Applicant's consent in advance (as a case may be) pursuant to the applicable law

**Article 15** The Applicant may terminate the use of the ICBC (Thai) Personal Electronic Banking at any time by giving written notice of termination to the Bank not less than 30 days in advance.

**Article 16** The Applicant consents the Bank to disclose information as necessary for purposes of compilation, utilization, disclosure, record keeping, delivery and transfer of information or for providing fair and continuous services to the Applicant or as required by the laws, regulations or notifications or by the order of any court, governmental agency or regulatory organization, or as otherwise stipulated in these Terms and Conditions.

**Article 17** The terms and conditions specified herein are the additional terms and conditions that are agreed by the Applicant and not to replace other terms and conditions for other services of the Bank that the Applicant has previously agreed or will agree with the Bank. In the case any of the terms and conditions specified herein conflicts with the terms or conditions related to use of the ICBC (Thai) Personal Electronic Banking previously agreed by the Applicant, these terms and conditions shall prevail.

**Article 18** The terms and conditions specified herein, ICBC (Thai) Personal Electronic Banking Transaction Rules and ICBC (Thai) Personal Electronic Banking Risk Reminder associated with the use of the ICBC (Thai) Personal Electronic Banking or any other service of the Bank shall be governed by the laws of the Kingdom of Thailand.