

Terms and Conditions of ICBC Debit Card

Unless otherwise defined herein, the following terms shall have the meaning as follows:

“ICBC Debit Card” means the debit card issued by Industrial and Commercial Bank of China (Thai) Public Company Limited (“Bank”) to a person with the qualifications set by the Bank and relevant law, who agrees to be bound by and comply with the Terms and Conditions of the ICBC Debit Card as well as Terms and Conditions for the Opening and Use of Deposit Account (“Cardholder”).

“Electronic Banking” means the use of the Bank’s services through various electronics channels as currently specified and/or to be specified in the future by the Bank such as Automatic Teller Machine (“ATM”), internet banking, telephone banking, mobile banking as well as any other service machine of the Bank.

1. The ICBC Debit Card issued to the Cardholder must have a PIN code. Any transactions conducted through the Electronic Banking with the use of the PIN code shall be deemed transacted by the Cardholder him/herself. Any electronic message or documents generated as a result of any transaction conducted through the Electronic Banking shall be a valid evidence for such transaction.

The Cardholder is obliged to possess the ICBC Debit 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 more than the specified time, the Bank shall retain the ICBC Debit Card. In the case the Cardholders forgets the PIN code, the Cardholder can set a new PIN code at any branch of the Bank.

2. The Cardholder may use the ICBC Debit Card for various transactions and/or services of the Bank as follows, the Bank reserves the right to change the conditions for using such services in the future as the Bank deems appropriate:

2.1 For the purchase of goods and/or services at shops and/or business establishments or through the Electronic Banking, the Cardholder must input his/her PIN code or sign (as the case may be) as specified by the Bank.

2.2 For a withdrawal and/or fund transfer at a branch of the Bank or through the Electronic Banking within the amount limit specified by the Bank or for balance inquiry in the account(s) linked with ICBC Debit Card through a different channel as specified by the Bank.

2.3 For the deposit at a branch of the Bank or through the Electronic Banking, the calculation of interest or other calculations pertaining to the interest for the account(s) linked with ICBC Debit Card shall be as per the Bank’s announcement on interest rate.

2.4 For various financial transactions or investments offered by the Bank at a branch of the Bank as per the procedures specified by the Bank.

3. The Cardholder may use the ICBC Debit Card for the application of Electronic Banking service and other services of the Bank. The Cardholder agrees to comply with the terms and conditions specified by the Bank applicable to transactions conducted through the Electronic Banking and other services of the Bank.
4. The Cardholder may not transfer or allow other persons to use the ICBC Debit Card.
5. **When the ICBC Debit Card is lost, the Cardholder is responsible for promptly reporting the loss to the Bank, such report can be divided into temporary loss report and official loss report.**

The Cardholder may report a temporary loss to the Bank's Call Center or through the Electronic Banking or through other channels specified by the Bank. After the temporary loss report, the Cardholder shall conduct an official loss report at a branch of the Bank within the period specified by the Bank.

The report of loss of the ICBC Debit Card shall take effect immediately but the Cardholder will still be responsible for any damage incurred after such report in the first 5 minutes from the time the Bank received the temporary loss report, whether the damage was as a result of other person's wrong doing or not.

6. **In the case of the ICBC Debit Card is retained by the ATM, for whatever reason, the Cardholder shall promptly conduct a temporary loss report to the Bank through the Bank's Call Center. An official loss report shall be submitted to the Bank to issue a new ICBC Debit Card by submitting an Identification Card or other identification documents at a branch of the Bank, within the period specified by the Bank.**
7. **In the case the ICBC Debit Card is damaged or has expired, the Cardholder shall apply for a new ICBC Debit Card to be issued by submitting an Identification Card or other identification documents with the damaged or expired ICBC Debit Card at a branch of the Bank.**
8. The Cardholder shall pay for the fees, service fees and other expenses pertaining and related to the use of the ICBC Debit Card, at the rate and pursuant to the terms and conditions announced by the Bank. The Cardholder consents the Bank to deduct from the account(s) linked with the ICBC Debit Card for such fees, service fees and expenses.
9. The Cardholder may cancel the ICBC Debit Card, at any time, at a branch of the Bank by submitting an Identification Card or other identification documents together with the ICBC Debit Card to be cancelled and proceed in accordance with the procedures specified by the Bank. For this type of cancellation, the Cardholder shall pay for the annual fee for the period the ICBC Debit Card has been used on a prorated basis.
10. **In the case the Cardholder does not comply with the Terms and Conditions of the ICBC Debit Card or the Terms and Conditions for the Opening and Use of Deposit Account of the Bank or the Cardholder does not pay for the fees, service fees or any other expenses related to the use of the ICBC Debit Card or the account(s) linked with the ICBC Debit Card at the rate specified by the Bank has reasonable cause to believe that the Cardholder has intentions or has conducts that may be viewed as fraud or unlawful or the Bank has a necessity or has been required by law or by order of related authorities, the Bank has the right to revoke or suspend the use of the ICBC Debit Card immediately.**

11. The Cardholder has the responsibility to review all transactions conducted through the Cardholder's ICBC Debit Card which can be reviewed from the Electronic Banking, any branch of the Bank, the requested statement from the Bank and from the transaction record slip received when using the ICBC Debit Card. If found that there is any error in the transaction, the Cardholder shall notify the Bank of the error within 60 days from the date the Cardholder has received the statement or transaction record slip. If the Cardholder fails to inform the Bank within such period, it shall be deemed that the transactions that appear in the statement or transaction record slip are correct, unless the Cardholder can prove that the transaction in question is incorrect and not due to the Cardholder's mistake within 60 days from the date of receipt of the statement or the transaction record slip.

12. The Bank has the right to revoke, amend and change these Terms and Conditions or other Terms and Conditions related to the use of ICBC Debit Card, fees and service fees as the Bank deems appropriate. The Bank shall inform the Cardholder, in writing or by posting the announcement at its branches or website, no less than 30 days in advance.

Any revocation, amendment and change to any of these Terms and Conditions or other Terms and Conditions relating to using the ICBC Debit Card 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 within 30 days after the effective date.

13. In the case where the Bank has discovered that any usage of the Debit Card such as any payment of goods or services and/or withdrawal and/or transfer is doubtful and/or unusual, the Bank shall contact the Cardholder to ask for consents the Bank to temporarily cease the Debit Card usage, in part or in full. In the case the Bank cannot contact the Cardholder, the Bank shall temporarily cease the Debit Card usage, in part or in full 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.

The Transaction Rules of ICBC Debit Card

Article 1 The PIN code of the ICBC Debit Card contains six digits.

Article 2 The Cardholder can process the Temporary Loss Report via call center or E-banking. However, Temporary Loss Report shall to be confirmed as officially lost within 30 days at the counter of any branch of the Bank.

Article 3 The Cardholder does the transaction with the PIN code and/or signature. It is subject to the PIN code for the transactions based on the PIN code. If the Cardholder fails to enter the correct PIN code 3 consecutive times, the ICBC Debit Card will be locked. The Cardholder needs to present the valid Identification Card and ICBC Debit Card to the Bank, after verification, the teller can unlock the ICBC Debit Card.

Article 4 When the Cardholder uses the ICBC Debit Card to deposit, withdraw, transfer or remit funds at the counter of any branch of the Bank, the Cardholder shall comply with the rules of Accounting Practice, but should use the PIN code only to do certain transactions.

Article 5 When handles the following businesses at the counter of any branch of the Bank, including Debit Card Issuing, Debit Card Replacement, Loss Report Cancellation, PIN reset, Debit Card Cancellation, Account inquiry, Financial and Investment and Customizable Transaction Limit, the Cardholder need to present the valid Identification Card and ICBC Debit Card (if have) to the Bank and conducted by Cardholder owner.

Article 6 When the ICBC Debit Card was swallowed by ATM caused by the breakdown of the machinery or misoperation, the Cardholder should ask for the temporary Loss Report via the Call Center of the Bank. In addition the Cardholder shall ask for the official Loss Report and Replacement of a new Debit Card with the valid Identification Card at the counter of any branch of the Bank.

Article 7 The exchange rates of transactions occurring in overseas via the ICBC Debit Card with China UnionPay brand are as follows: The exchange rate of the Bank is implemented for the transactions occurring in China Mainland. The exchange rate of China UnionPay is implemented for the transactions occurring in other Countries and Regions except China Mainland. The exchange rates of transactions occurring in overseas via the ICBC Debit Card with VISA brand are as follows: The exchange rate of ICBC is implemented for the transactions occurring in China Mainland. The exchange rate of VISA is implemented for the transactions occurring in other Countries and Regions except China Mainland.

Article 8 The Cardholder can withdraw funds through the ATM with the ICBC Debit Card. For Classic Debit Card, the single transaction limit is equivalent of 25,000.00 Baht and the daily aggregate transaction limit is equivalent of 100,000.00 Baht. And for Gold Debit Card, the single transaction limit is equivalent of 25,000.00 Baht and the daily aggregate transaction limit is equivalent of 100,000.00 Baht. Meanwhile the maximum amount of cash withdrawal at any ATM is also subject to regulations of the Bank that is the owner of the ATM. Consequently the transaction limit shall be in accordance with the prevailing minimum amount.

Article 9 The Cardholder can purchase goods through POS with the ICBC Debit Card. For Classis Debit Card, the single transaction limit is equivalent of 300,000.00 Baht and the daily aggregate transaction Limit is equivalent of 1,000,000.00 Baht. And for Gold Debit Card, the single transaction limit is equivalent of 500,000.00 Baht and the daily aggregate transaction limit is equivalent of 2,000,000.00 Baht. Meanwhile the maximum amount of purchasing through POS is also subject to regulations of the Bank that is the owner of POS. Consequently the transaction limit shall be in accordance with the prevailing minimum amount.