

ICBC Corporate Internet Banking Terms and Conditions

Article 1 Definition

"ICBC Corporate Internet Banking" means the service offered to any juristic person by the Bank in the form of a self-service via the use of the internet.

"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 Corporate Internet Banking. Storage medium for the Applicant's Certificate is "USB-Shield" 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; and 2) the Certification Password.

"Log-in Password" means the Password to log in to the ICBC Corporate Internet Banking. The initial Log-in Password is set by the Applicant at the time of registration.

"Certification Password" means the Password set by the Applicant for identifying oneself for the use of certificate.

"Affiliated Institution" means any juristic person whose account is opened with the Bank and having a business or administrative relationship with the Applicant. Affiliated Institution includes the Applicant's branches, subsidiaries, business partners and the administrative sub-institutions.

"Account Inquiry and Transfer Authorization" means the written document that the Affiliated Institution authorizes the Bank to provide its registered account(s) information to the Applicant and/or to transfer funds from the Affiliated Institution's registered account(s) according to the Applicant's Instruction made through the ICBC Corporate Internet Banking.

Article 2 In using the ICBC Corporate Internet Banking, the Applicant shall comply with the terms and conditions specified herein, ICBC Corporate Internet Banking Transaction Rules and ICBC Corporate Internet Banking Risk Reminder determined by the Bank.

Article 3 When applying, registering, amending or cancelling the ICBC Corporate Internet 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.

After registering the ICBC Corporate Internet Banking, the Applicant shall obtain the Certificate and execute a Certificate Receipt confirming that the Certificate is received by the Applicant and informing the Bank to activate the Certificate at the relevant branch of the Bank within 90 days since the date on which the ICBC Corporate Internet Banking is registered by the Applicant.

Article 4 The Applicant shall use the User Name, Password and Certificate of the Applicant to identify oneself in conducting transactions and/or using other services through the ICBC Corporate Internet Banking. The Applicant shall be solely responsible for the transactions and services conducted through the ICBC Corporate 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 Corporate Internet Banking without the Applicant's fault. The Applicant shall not amend or cancel payment or fund transfer instructions after it is completed.

The Applicant should appoint an authorized person to keep the Applicant's User Name, Password and Certificate safely. The Applicant shall not permit or allow others to access the ICBC Corporate Internet Banking without authorization.

The Applicant has the rights to transfer funds from the Affiliated Institution's registered account(s) by the Applicant's instruction made through the ICBC Corporate Internet Banking according to the Affiliated Institution's authorization specified in the Account Inquiry and Transfer Authorization.

For applicant who wishes to apply for ICBC Payroll Service Thru Internet Banking which the Bank shall deduct and transfer any amount from the bank account of the Applicant opened and maintained with the Bank to the accounts of the employees or the recipients. The Applicant shall prepare and send instructions to deduct the Applicant's account and/or transfer funds to the recipient, in the form, method and details determined by the Bank.

Article 5 Subject to the terms and conditions of the relevant service, the Applicant should use the ICBC Corporate Internet 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 Corporate Internet 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 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 payroll or any transactions in accordance with the Applicant's relevant instructions.

Article 6 When the following situations occur, 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 or the Certification Password as per the procedure set by the Bank when the Applicant cannot remember the Log-in Password or the Certification Password or when the Log-in Password or the Certification Password has been disclosed or used by other persons.

(2) When 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 Certificate shall take effect immediately after the Bank's specified operations are fully conducted.

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

(4) In the case the Applicant has incorrectly input the Password for more than the number of times allowed by the ICBC (Thai) Corporate Internet Banking system, the service will be halted. The Applicant shall reset the Password at any branch of the Bank as per the procedure set by the Bank.

(5) 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 Internet Banking:

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

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

(3) The Applicant or the Affiliated Institution 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 Corporate Internet 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 or the Affiliated Institution may be considered as deceiving, fraudulent or having unlawful intention or against the public moral;

(7) In the event of a force majeure, 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 or network or equipments related to the ICBC Corporate Internet Banking is out of order, ruined, damaged or being repaired or maintenance serviced, or a failure in the electrical system or power system, 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 Corporate Internet Banking or any service of the Bank with immediate effect, for the following reasons:

(1) If, as a result of using the ICBC Corporate Internet Banking, the Applicant has incurred damage or may incur damage to the Bank or other persons or 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 Corporate Internet Banking system or is pretending to be the Applicant in using the ICBC Corporate Internet Banking or there is possibility that such events will happen;

(3) The Applicant or the Affiliated Institution 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 Corporate Internet Banking or any other service;

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

(5) The funds in the Applicant's or the Affiliated Institution's 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; or

(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 Corporate Internet Banking or any service of the Bank or the reputation of the Bank.

Article 9 If the Applicant or the Affiliated Institution has received any money or benefit, unrightfully or unlawfully for whatever reason, the Bank has the right to deduct such money or benefit including to stop or halt the ICBC Corporate Internet Banking or any service of the Bank immediately without prior notice to the Applicant or the Affiliated Institution.

Article 10 The Applicant agrees to pay the annual fee, service fee, fees and expenses associated to the use of ICBC Corporate Internet Banking and other services specified by the Bank.

Article 11 The Applicant shall be responsible for all damages and expenses fully in the event of any damage incurred to the Bank or other persons as a result of the Applicant's use of the ICBC Corporate Internet 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 Corporate Internet Banking, which causes the Bank not to be able to proceed with the instruction of the Applicant through the ICBC Corporate Internet 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 related to the Applicant's use of the ICBC Corporate Internet Banking or any service of the Bank retrieved from the computer system, internet or any other information technology system received or recorded by the Bank shall legally be 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 Applicant agrees that the Bank is the sole owner of the rights, benefits and interest to the various computer programs and computer programs for the lay outs, the formats, texts and graphics for ICBC Corporate Internet Banking Services. The Applicant shall not copy, modify, reproduce, disseminate, benefit from or consent others to so such activities, for any reason whatsoever, the use of such Computer Program for any intentions/purposes.

Article 15 The Bank reserves the right to determine, amend, add or change the ICBC Corporate Internet Banking Terms and Conditions, ICBC Corporate Internet Banking Transaction Rules or ICBC Corporate Internet Banking Risk Reminder, the procedures, fees and other expenses related to the use of ICBC Corporate Internet Banking which the Bank will announce at the Bank's office/branch and/or on its website or through the ICBC Corporate Internet Banking and will notify the Applicant or the Applicant's consent in advance (as a case may be) pursuant to the applicable law..

Article 16 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 17 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 18 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 Corporate Internet Banking previously agreed by the Applicant, these terms and conditions shall prevail.

Article 19 The terms and conditions specified, ICBC Internet Banking Transaction Rules and ICBC Internet Banking Risk Reminder associated with the use of the ICBC Corporate Internet Banking or any other service of the Bank shall be governed by the laws of the Kingdom of Thailand.