

Terms and Conditions for the Opening and Use of Deposit Account / 存款账户开立和使用的条款和条件

The Applicant agrees to comply with these Terms and Conditions and other terms and conditions as specified by the Bank including other customary practices related to the opening and use of each type of deposit account ("Deposit Account").

申请人同意遵从本条款与条件及银行规定的其他关于开立和使用各类存款账户（以下简称存款账户）的条款、条件与各项惯例。

A. General Terms and Conditions

一般规定

1. The Applicant consents the Bank to have the right to pay interest and/or change the interest rate of each type of deposit account of the Applicant from time to time, at the rate announced by the Bank in accordance to the regulations specified by the Bank of Thailand ("BOT"). The Applicant agrees that such interest rates shall be considered the valid interest rates offered by the Bank.

申请人同意银行有权对申请人账户付息或不定期调整申请人各类存款账户利率，本行按照泰国央行（以下简称 BOT）规定公布利率。申请人同意该利率为本行提供的有效利率

2. The Applicant agrees to pay the fees, service fees, taxes and/or other expenses related to the maintenance of such deposit accounts, transfers of funds or other services as specified by the Bank, failing which, the Applicant consents the Bank to deduct these fees, taxes and/or expenses from all accounts maintained with the Bank for fulfillment of such obligation without any notification to the Applicant.

申请人同意按本行的规定支付涉及账户维护、资金划转或其他服务发生的各种税费、手续费和其他支出，在支付失败的情况下，申请人同意银行可以在不需要通知申请人的情况下自行从其在本行的所有账户扣除该费用。

3. The signature(s) that appears in the form/document for deposit, withdrawal, transfer or other services shall be the same as the specimen signature(s) and the condition for the signature given to the Bank. The Applicant acknowledges that the Bank is not obliged to investigate or check the seal, stamp or any other writing other than the specimen signature of the Applicant and the conditions given to the Bank.

账户使用过程中出现的印鉴\签章应与银行预留印鉴和使用条件保持一致。申请人知悉且同意银行没有义务检查预留印鉴及使用条件以外的任何标识。

4. In the case of a deposit into, withdrawal or transfer from a deposit account, account inquiry, information inquiry or other transactions related to the deposit account through the means of telephone, facsimile or other electronics devices or through other service channels offered by the automatic or semi-automatic system of the Bank, the Applicant acknowledges and agrees to strictly comply by the terms, conditions and procedures for the use of such means or systems specified by the Bank.

申请人通过任何由银行提供的渠道（电话、传真、银行卡、其他电子渠道或其他自助渠道）进行任何交易，视为同意遵从银行对于这些系统的使用规定。

5. In the case of joint account all account co-owners shall jointly or on behalf of each other be responsible for their conducts to the Bank.

如果为联名账户，所有账户持有人应相互承认彼此对银行履行全部责任的权利。

6. The Bank shall send documents, letters or other information to the address of the Applicant given to the Bank. In the case there are more than one address given and the Bank is unable to distinguish which address is the contact address, the Applicant agrees to allow the Bank to use its own discretion to decide which address to send the documents to and shall be considered that such documents, letters or information have been duly sent to the Applicant. In the case of a change of name, contact address, telephone number and/or e-mail (if any), the Applicant shall immediately notify the Bank, in writing, otherwise the Bank shall consider the existing data as the correct data.

银行应根据申请人预留地址寄送相关材料。如果预留地址不止一个，申请人同意银行自行选择邮寄地址已履行寄送的义务。如果申请人的姓名、办公地址、住址、联系地址、电话、电邮发生变更，应即使以书面形式通知本行，否则仍以原预留联系信息为准。

7. In the case of any damage to the Bank as a result of any service rendered to the Applicant due to opening and using the Deposit Account is unlawful or illegal whether in civil, criminal or Anti-Money Laundering laws, the Applicant agrees to take full responsibility for all the damages and expenses incurred.

银行若因客户在开户以及使用账户过程中的不合规遭受损失，譬如：申请人利用账户进行违法犯罪或者反洗钱等活动。一切损失均由申请人承担。

8. The Applicant shall take caution in the possession of the bank book, deposit receipt, cheque, or other documents required for conducting transactions. If such bank book, deposit receipt, cheque or other documents required for conducting transactions are lost or stolen or a third party has taken the possession of the bank book, deposit receipt, cheque or other required documents, for whatever reason, and had withdrawn an amount or cash a cheque with a forged signature(s) and, as a result, the Bank has made the payment from the deposit account, the Applicant agrees to hold the Bank harmless of all damages that may incur to the Applicant or other persons.

申请人应当保管好存折、存单、支票、和其他交易要素。如因交易要素遗失，被盗或无论何种原因被第三方获得，并被伪造签章办理了提款或托收了支票，如果银行已从账户内对外支付，申请人同意银行不承担任何对申请人或第三方造成的损失。

9. In case the Bank is required to comply with any laws, orders, agreements or undertakings in any jurisdiction of regulators or governmental authorities including domestic and overseas authorities or if the Bank needs to comply with internal policies associated with any applicable order or sanction of any authorities, the Applicant agrees and consents the Bank to withhold and pay from the Applicant's account as well as to take any actions at any time and by any means to comply with such laws, orders, agreements or undertakings.

如果银行被要求遵守国内国外政府颁布的法律法规或与监管机关的协议承诺，或遵循银行内部制度，客户同意银行为遵守或服从执行这些法律法规协议承诺采取任何行动。

If the Bank is served or has to proceed any action to comply with any laws, orders, agreements or undertakings with regulators or governmental authorities in any jurisdiction including but not limited to domestic and overseas tax authority where necessary in respect of tax liability of the Applicant in any jurisdiction. The Applicant shall not make any objection against the Bank including not to ask the Bank to be liable to the Applicant or claim any damages against the Bank in whatever circumstances in relation to those actions.

如果银行需要采取行动去落实监管部门与政府机关相关法律法规或行政命令，包括且不限于本地和海外的税收机关，或申请人需要遵守的税收义务。申请人不得拒绝银行为此采取的任何行动且不能要求银行赔偿任何损失。

10. The Applicant agrees and consents the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank and/or other persons authorized by the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank to examine, disclose, exchange, give, use, compile, keep and access any information concerning the Applicant, whether general information, personal data, information and financial status of the Applicant (whether directly or through a third party), information relating to financial transactions or services with the Bank, electronic data and any other information related to the Applicant or the related persons of the Applicant, in any form whatsoever (hereinafter collectively referred to as the "Data"), including to analyze and assess the Applicant's Data and the data in the Bank's data base, for the purposes of assignment of rights and duties or compilation, utilization, disclosure, record keeping, delivery, transfer of the Data, hire or assignment to other persons to act on behalf; or for the purpose of business management of the Bank (other than for the purpose of marketing) to send the information to or receive from the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank, including any person, juristic person, state enterprise, private entity that the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank deem appropriate to hire or assign or transfer the rights and duties of their own to act on behalf; or any tax authority of any jurisdiction to which the Applicant is liable to pay taxes and stamp duties; or obligation by contract or agreement with any supervisory authority or authority; or any other person required by the laws, whether in or outside of Thailand. This consent shall be effective and applicable to the Data of the Applicant and the related persons of the Applicant received by or in the possession of the Bank at present or in the future and shall not be revoked in whatsoever reason for so long as the Applicant remains having business or there is any indebtedness outstanding with the Bank.

The term "Companies within the Financial Business Group of the Bank" means ICBC (Thai) Leasing Company Limited and/or the companies within the financial business group as notified by the Bank from time to time on www.icbcthai.com.

The term "Parent Company of the Bank" means Industrial and Commercial Bank of China Limited, and Industrial and Commercial Bank of China Limited's subsidiary, associated and/or affiliated companies whether local or multinational companies and whether have been established or will be established in the future.

申请人同意银行及辖属公司或母公司或被银行及辖属公司、母公司授权的机构检查、披露、交换、使用、编译和访问与申请人有关的任何信息，无论是一般信息，个人数据，信息和申请人的财务状况（无论是直接获取还是通过第三方），与本行有关的金融交易或服务的信息，电子数据以及与申请人或申请人相关人员有关的其他任何信息，无论是何种形式（以下统称为“数据”），包括分析并评估申请人的数据和银行数据库中存储的数据，只要目的是为了分配权利以及义务，或编译、使用、披露、记录、传输、转移数据；亦或为了本行的业务管理目的（营销目的除外）而向银行及辖属公司、母公司发送或从银行及辖属公司、母公司接收信息，包括被银行或辖属公司、母公司认为合适的任何个人、法人、国有企业、私人实体；或申请人有责任向其缴纳税款和印花税的任何具管辖权的任何税务机关；或与任何监管机构或当局签订合同或协议的义务；或法律要求的任何其他人士，无论是在泰国境内还是境外。本同意书应长期适用于银行接收或掌握的申请人及其申请人相关人员的数据。

“辖属公司”指工银泰国租赁公司及在我行官网 www.icbcthai.com 不定期公布的工银泰国的附属公司。

“母公司”指中国工商银行及其本地及跨国的已设立的或即将设立的附属机构、联营机构。

11. The Applicant shall fill in all the information required in the Deposit or Withdrawal Form and/or any other related form with a pen or inerasable ink only, the forms can be written in either English or Thai. If the writing is illegible or incomprehensible or in other languages, the Applicant agrees that the Bank may refuse to accept such deposit or withdrawal and/or take other actions as deems appropriate by the Bank and the Applicant shall hold the Bank harmless of any damage that may occur thereof.

申请人应用钢笔等不易消退的墨水书写存取款申请书或其他相关文件，要使用英文或泰文。如果书写无法识别或使用其他语言，申请人同意银行拒绝办理业务并由申请人承担因此造成的损害。

12. In the case of a failure in the Bank's computer system or the electricity or the communication system resulting in Applicant's inability to use any service of the Bank, the Applicant shall not use such incidence as the cause for demanding responsibility or taking legal actions against the Bank.

如银行计算机系统、电力系统或通讯系统发生故障造成申请人无法办理业务，申请人不得以故障为由要求银行负责或起诉银行。

13. The Applicant agrees not to transfer the right in the Applicant's deposit account and/or right to receipt deposits, whether in part or in full, to any other person.

申请人不得将本人的存款账户或存单权利全部或部分转让给其他任何人。

14. In the case where the Bank deposits or remits funds into the Applicant's deposit account by mistake, for whatever reason, the Applicant consents the Bank to deduct such amount from the Applicant's deposit account immediately without prior notice to or consent from the Applicant. If there is insufficient funds to be deducted, the Applicant shall repay the Bank in the amount equal to the amount wrongly deposited and shall be subject to the highest interest rate announced by the Bank, charged from the due date to the date when such amount is fully paid.

若银行误将资金存入或者汇入申请账户，申请应当同意在没有告知客户的前提下，银行主动将资金撤回。若因客户账户余额不足造成划扣失败。申请人应当立即向银行偿还误划入资金。并且银行将会按照其执行的最高利率来向客户计息，直至客户全部归还为止。

15. Deposit via cheque, bill of exchange, promissory note and/or other transferrable financial document ("Financial Instrument") into the deposit account of the Applicant, the Applicant agrees to the following terms:

申请人通过支票，汇票、借据或其他可转让金融票据存入资金，应遵循以下规定：

- 15.1 The Applicant may withdraw the amount of money deposited with the Financial Instrument only when the Financial Instrument has been cleared and deposited into the Applicant's deposit account;

申请人须待这些票据下的款项被银行收妥入账后方可使用。

- 15.2 In the case the Financial Instrument cannot be cleared, the Bank will cancel the deposit and return the Financial Instrument to the Applicant or notify the Applicant to pick up the documents. The Bank shall notify or send such documents to the address specified to the Bank and shall not be responsible for any damage that may occur thereof;

如果这些票据不能清算成功，银行可以取消申请人存款，退回票据或通知申请人前来领取，银行不对由此产生的损失负责。

- 15.3 In the case the Applicant which is an individual deposits the Financial Instrument payable to a juristic person, the Bank may refuse to accept such deposit even though such Financial Instrument is payable to the holder or have been legally endorsed by the juristic person; and

如果申请人申请使用向法人账户签发应收票据的方式向个人账户存款，银行将拒绝受理，即使该票据被持有人或签发人合法背书。

15.4 The Bank's clearing process for the Financial Instrument is in accordance with the customary practice of commercial banks in Thailand, both in terms of time and procedure. The clearing fee and other expenses associated with the clearing shall be charged to the Applicant.

银行的清算进程将依据泰国商业银行惯例时间和条款进行，清算费用和其他支出将由申请人负担。

16. If the Applicant becomes a debtor to the Bank because the balance in the deposit account of the Applicant is insufficient for a withdrawal but the Bank has allowed such amount to be overdrawn, or the Applicant has made a deposit in the deposit account with the Financial Instrument and the Bank has advanced the payment, whether in whole or in part, before the clearing date which later such Financial Instrument is returned by no fault of the Bank, or the deposit account of the Applicant has been overdrawn or for whatever reason, the Applicant agrees to pay the Bank such amount together with the interest thereon at the maximum rate announced by the Bank. Moreover, the Applicant agrees that the Bank, without prior notice to or consent from the Applicant, is entitled to promptly deduct such amount for the payment of such debt, whether in whole or in part, from all deposit accounts of the Applicant maintained with the Bank as well as from any amount that the Bank owes to the Applicant or is obliged to pay to the Applicant whether such amount is due or not.

当申请人因存款账户透支、在银行完成清算前支取了金融票据或其他任何原因对银行产生欠款时，同意按照最高利率向银行支付欠款的本金和利息，并且授权银行从申请人的其他账户进行扣减或者冲销银行对申请人的其他债务，不论被扣费存款是否到期。

17. The Applicant agrees that the account and transaction records and/or documents related to the deposits and deposit account of the Applicant provided by the Bank are correct and fully bound to the Applicant.

申请人同意保证提供给银行保存的存款账户、交易记录和证明文件的正确性。

18. Any change, modification or cancellation of the specimen signature, withdrawal conditions or other particulars relating to the deposit account and the application of the opening deposit account shall be made in writing and sent to the office of the Bank with which the deposit account is opened. Such change shall become effective only if the Bank has recorded such change for reference.

签章、支取条件或者是其他的与存款账户相关特定事项，并在银行记录变更后生效。

19. When there is any change of the Applicant's information or the Applicant becomes aware that any information given to the Bank is incorrect or mislead, the Applicant agrees and undertakes to notify the Bank in writing within 30 (Thirty) days.

如果申请人要修改任何信息或者认识到向银行提供的信息有误，申请人同意并保证 30 天内以书面形式通知银行。

20. In case the Applicant fails to comply with any laws, rules, regulations or orders applicable in Thailand or other relevant jurisdictions or any terms and conditions prescribed in this Terms and Conditions or as determined by the Bank or there is any events believed by the Bank that the Applicant does not act in good faith to deposit, withdraw, transfer or use any services provided by the Bank resulting the Applicant, the Bank or any person committing any guilty according to the laws, causing damage or impairing reputation to the Applicant, the Bank or any person, the Bank shall have the right not to allow the Applicant to withdraw, transfer or close the deposit account or terminate any services whether in whole or in part or taking any action or omission as the Bank deems appropriate to protect the Applicant, the Bank or any person from any damages. Moreover, the Bank shall have the right to make the set-off against the credit balance in the deposit account (if any) to settle any indebtedness, interest, expenses, fees, costs and expenses of the Applicant in full amount. If there is an outstanding balance in such closed deposit account regardless of the amount, the Applicant consents the Bank to hold such amount in an account of the Bank or as the Bank deems appropriate without any prior notice. The Applicant agrees not to demand any interest payment or other benefits from the amount held in such account.

如果申请人违反任何泰国或其他相关法律管辖权区划的法律、法规、规则以及本规定和条款，或银行有恰当理由认为因申请人在存取款、交易或使用银行服务时不诚信造成银行或第三方卷入法律纠纷，受到损失，银行有权中止申请人账户的任何交易并停止提供服务，冻结余额，如账户涉及债务、利息、费用、违约金（如有），银行有权主动扣除，或按照银行其他规定处理而无需通知。申请人放弃对这部分余额产生利息和其他收益的追索权。

21. In case there is no account movement of a Savings Account and/or a Current Account for more than 12 (Twelve) consecutive months, the Bank reserves the right to temporarily suspend any transactions relating to the inactive Savings Account and/or Current Account until the account owner contacts to the Bank.

如果客户账户连续 12 个月没有发生交易（定期存款和存单除外），银行有权中止该账户的相关交易权限，直至客户主动与银行联系沟通解决。

22. The Applicant hereby represents and warrants to the Bank that:-
申请人特此向银行保证:
- 22.1 the Applicant shall at all times comply with all applicable laws governing Anti-Money Laundering and Counter-Terrorism and Proliferation of Weapons of Mass Destruction Financing;
申请人应始终遵守反洗钱、反恐和防止大规模杀伤性武器扩散相关法律规定;
- 22.2 there is no any transactions made by or may be involved or supported the terrorists or terrorist financing;
避免出现任何与支持恐怖主义或卷入相关事件的交易;
- 22.3 the Applicant shall not conduct or make any acts on behalf, or at the direction, or under control of the terrorists;
申请人避免被恐怖主义控制而做出行动或决策。
- 22.4 the Applicant shall not conduct or make any acts for the purpose of concealing and/or disguising fact and true information;
and
申请人不存在任何伪造掩饰真实信息的行为。
- 22.5 all information regarding the source of income or the source of money shall be accurate, true and corresponding with the information or fact declared to the Bank, and the creditable documents proving the authenticity of the certain information.
所有的收入来源和资金来源信息应准确、真实并与向银行申报的信息一致且能提供证明其真实性的证明文档。
23. In the case where any content of the Thai version of the Terms and Conditions conflicts with the translation in the English and/or Chinese version, the Thai version shall be applicable and be regarded as the correct version.
若中英泰文版本之条款含义存在任何差异，以泰文版本为准。

B. Terms Applicable to Savings Account, Fixed Deposit Account and/or All Types of Deposit Receipt

申请储蓄账户、定期账户、和其他存款账户的相关规定

24. When withdrawing with a bank book, deposit receipt or any other document specified by the Bank, the Applicant shall always submit the bank book, deposit receipt, or such other document to the Bank's teller or conduct in accordance with the procedures as specified by the Bank. The Applicant is responsible for checking the accuracy of the amount withdrawn or the outstanding balance in the deposit account. If any error is found, it should be promptly notified to the Bank.
使用任何存折、存单、银行卡、或其他银行提供的文件取款时，需将相应存折、存单、银行卡、或其他银行提供的文件提交给柜员或按照银行其他规定执行。
申请人需要认真检查取款时的金额和账户余额，如有任何错误及时提出。
25. If the Applicant does not withdraw his/her deposit from any Fixed Deposit Account (book bank type) at the end of the deposit term, it shall be deemed that the Applicant agrees and consents the Bank to promptly renew the deposit term of such deposit for the same deposit term and under the same terms and conditions, except for the interest rate which shall be the applicable rate announced by the Bank at that time for the purpose of the calculation of the interest payment to the Applicant.
如果申请人在定期存款到期后没有取款，申请人统一银行即刻按照相同的存款期限和条件续存该笔款项，展期利率按照银行当期公布利率计算。
26. If the Applicant does not withdraw his/her deposit from any Fixed Deposit Account (deposit receipt type) at the end of the deposit term, it shall be deemed that the Applicant agrees and consents the Bank to promptly extend the deposit period and to pay interest calculated upon the actual number of days elapsed as from the end of the deposit term at the applicable rate announced by the Bank at that time for the purpose of the calculation of the interest payment to the Applicant.
若申请人于定期存款账户（存单类型）到期时未提取存款，则视为申请人同意并授权银行立即展期，并按银行届时公布的适用利率，根据存款到期后实际存续天数计算利息，用以向申请人支付利息。

C. Terms and Conditions for Current Account and the Use of Cheques

结算账户条款以及支票使用相关规定

27. When making payments or withdrawing from a current account, the Applicant shall use the cheque provided by the Bank for such account and/or other methods specified by the Bank except when the Bank transfers or deducts funds from the current account for payments of debts, fees and/or expenses that the Applicant is obliged to pay the Bank or other transactions as per the order of the Applicant which the Bank can conduct with or without documents.

当用结算账户支付或取款时，申请人应使用银行提供的支票或其他指定方式，除非银行从给定账户中扣减金额用于支付银行债务，费用、或其他交易费用，或者是申请人授权银行办理的其他交易。

28. The Applicant agrees that the Bank has the right to refuse to make a payment for a cheque that the words "or holder" have been crossed out when such cheque has been made payable to more than one person or payable to an unidentified person, person using alias or it is unclear who the cheque is made payable to.

申请人同意银行在支票上的收款人栏“或持票人”已经被划掉，且支付对象数量大于一人或支付给身份不明确的人，或使用别名的人，或无法明确支票支付给何人的情况下拒绝支付。

29. The Applicant agrees that a cheque with scratch or erase mark is regarded as unbinding cheque, unworthy of any payment.
申请人同意支票若有刮除或删除记号被认为是无效支票，不能进行支付。

30. If the cheque is crossed out in parts and/or there are changes made to the important parts of the cheque such as the date, amount or payee, such changes shall be accompanied by a full signature of the Applicant as per the procedures specified by the Bank.

如果支票已经部分被划线或者是重要要素（如日期，金额或收款人）被修改，每处修改点申请人都需要进行完整签章。

31. In the case that there are many cheques and/or payment or withdrawal orders of the Applicant being cleared at the same time but the outstanding balance in the current account is insufficient to pay every cheque and/or every order, the Applicant consents the Bank to use its own discretion to pay whichever cheque or order (as the case may be), it deems appropriate.

如果申请人同时有多张支票待支付清算或同时有取款申请待处理，但账户余额不足，申请人同意本行根据情况自行决定对哪些款项进行支付。

32. If found that the person cashing and/or depositing the cheque of the Applicant has a doubtful behavior or has defective right to the cheque and may cause damage to the Applicant and/or the Bank, the Applicant consents the Bank to refuse to cash the cheque and/or refuse to accept the cheque and shall hold the Bank completely harmless for any consequence thereof.

申请人知悉并同意如发现存票人或出票人（申请人）有可疑行为，或支票本身有缺损导致有效性损失，可能对申请人或本行造成损失时，银行有权拒付\拒收支票以避免损失发生。

33. If a cheque written by the Applicant cannot be cleared due to insufficient funds and the Bank has rejected such clearing, the Applicant consents the Bank to charge a fee for cheque return at the rate specified by the Bank and if there is insufficient funds in the current account to deduct the fee, the Bank shall deduct an amount equal to the outstanding balance in the current account and the Bank shall have the right to close the current account immediately upon such occurrence without prior notice to the Applicant.

申请人签发的支票如果因可用余额不足被本行拒付，申请人同意本行以本行指定费率从账户余额收取支票退回费用，如果账户余额不足以支付费用，本行有权在扣除可用部分后关闭账户，无需另行通知。

D. Terms and Conditions for Foreign Currency Account 外币账户有关规定

34. The Applicant acknowledges and agrees that opening an account, deposits, withdrawals, transfers and/or other transactions related the foreign currency account for residents or non-residents of Thailand shall be applicable only to persons with the qualifications as specified by the Bank only.

申请人知悉并同意泰国居民或非居民开立、存入、支取、向外币账户转账或其他与外币账户相关的交易仅限于满足本行规定资格的人员。

35. Deposit into foreign currency accounts can be conducted in accordance with the terms, conditions and procedures specified by the Bank and can only be conducted at the Bank and/or at its designated branches.

外币款项存入需遵循银行有关规定，在指定网点办理。

36. The total amount of money deposited in all foreign currency accounts/currencies of the Applicant at any given time shall not exceed the limit set forth by the BOT. In the case there is an excess amount at the end of any day, for whatever reason, the Applicant consents the Bank to withdraw only the excess amount from any of the foreign currency accounts as the Bank deems appropriate immediately until the total amount held in all accounts has been reduced to be within the limit allowed by the BOT. The Applicant agrees for the Bank to hold such amount in an account of the Bank or as the Bank deems appropriate. The Applicant agrees not to demand any interest payment or other benefits from the amount held in such account.

申请人外币账户总余额任何时候不得超过 BOT 规定的限额。不论因何理由，若某日日终总金额超过央行规定，银行有权退回或转出超出部分的外币；申请人同意并授权银行将多余款项转入指定账户，并放弃对这部分款项产生利息或其他收益的要求全。

37. The deposit amount in the foreign currency account shall be maintained at no less than the minimum monthly averaged amount specified by the Bank.
外币账户月均余额应保持不低于银行规定的最低金额。
38. Deposit via a transfer or a deposit of Financial Instrument into foreign currency accounts will be completed only when the fund is remitted into the account or when the Financial Instrument has been cleared (as the case may be) correctly and fully.
申请人必须等到汇入或托收的相关款项被收妥入账后才能进行取款。
39. In the case the Applicant does not comply with the relevant laws, regulations, stipulations, notifications or decrees of Thailand and/or other relevant countries or does not comply with the terms and conditions stipulated herein or other terms and conditions specified by the Bank or in the case there is reasonable doubt that the Applicant does not act in good faith when depositing, withdrawing, transferring and/or using any other service of the Bank that has caused or may cause the Applicant, the Bank or any other person to be in violation of the laws or may result in a damage or damaging to the reputation of such persons or there is reasonable cause, the Applicant agrees and consents to the Bank to stop the withdrawal or transfer of funds, close the deposit account, cancel the Bank Card and/or cancel any other service and/or act or cease to act as the Bank deems appropriate to prevent any act of violation or any damage to the Applicant, the Bank or any other person.
如果申请人没有遵守泰国或其他相关国家的任何有关法律、法规、公告、通知和法律判决、此处规定的任何条款以及银行规定的其他任何条款，或其他原因导致银行有理由怀疑申请人进行不实的存取款转账申请，导致申请人自身和银行被卷入法律纠纷引发资产和名誉损失，申请人同意银行本着不造成对申请人、银行和其他第三方损失的原则，冻结或关闭其账户，注销银行卡，中止任何其他服务。
40. For any withdrawal from the Foreign Currencies Deposit Account, the Applicant must present to the Bank's authorized officer the passbook or deposit receipt(s) issued by the Bank as evidence of the deposit and the Applicant must properly check the withdrawn amount and the balance amount in the passbook or the deposit receipt. In case of any error, the Applicant must promptly inform the Bank.
从外币账户取款时，申请人要提供存折、存单，认真检查取款金额和存折存单余额，如有异议及时告知银行。
41. The withdrawal shall be made by using the Bank's form or by any means specified by the Bank and be in accordance with the criterions, terms and procedures specified by the Bank.
取款时需要填写银行申请表，并依照银行的规定、条款和流程进行。
42. If any deposit has been withdrawn prior to its deposit term, the Bank is entitled to pay interest on such withdrawn amount at the rate determined by the Bank.
如在到期日前提前支取，银行有权对提前支取的金额按照银行规定的提支利率支付利息。
43. The Applicant represents that all documents relating to the account opening, deposit, withdrawal, fund transfer and/or other transactions shall be correct and bound by the Applicant in all respects.
申请人确保提交给银行所有开户、存取款、转账汇款的文件都正确无误。
44. The Applicant agrees to comply with the law on exchange control and other laws, regulations and notifications of Thailand and other relevant countries when conducting deposits, withdrawals and/or transfers of foreign currencies.
申请人在进行存取汇外币时同意遵循泰国政府或相关国家政府制定的外汇管制的相关法律法规。
45. In the case the Applicant does not withdraw money from the foreign currency account upon maturity, the Bank shall automatically renew the deposit for another term immediately with identical terms and conditions, except for the interest rate which shall be applicable at the prevailing rate for such account as specified by the Bank.
如到期没有支取，申请人同意银行按照同样的期限、条款自动展期，展期利率按照银行当期公布利率计算。
46. In the case of any change, amendment or cancellation to the laws, regulations or notifications as mentioned in Clause 43. or in the case of newly established laws which may result in the Applicant being unable to maintain a foreign currency account or unable to conduct transactions on such account(s) or due to any other reasonable cause, the Applicant agrees and consents the Bank to

convert the money in the account into Baht currency at the prevailing rate announced by the Bank and transfer such amount to any other account maintained at the Bank by the Applicant or otherwise proceed as the Bank deems appropriate.

如果与 44 条相关的法律法规通知办法规章制度被修订、废除、有新的法规颁布或其他合理原因，导致申请人不能保留外币账户、执行相关交易，申请人同意银行按照当日公布的现行汇率将余额转换成泰铢，并存入申请人在我行开立的泰铢账户或按照银行认为适当的其他方式处理。

E. Terms and Conditions for Smart Account Management service

SMART A/C 收款管家服务的条款

47. Where Applicant sets up the Smart Account, customer undertakes and warrants to operate such account solely for the proposes stated, but the Bank shall not be under any obligations to ensure that the account is operated as such. The purpose shall not be altered or amended without notification to the Bank.

若客户申请 SMART A/C 收款管家服务，则表示客户承诺并保证按照开户提供的目的运营管理该账户，银行无任何义务确保该账户以此方式管理或运营。客户在未通知银行的情况下，不得擅自更改或修改目的。

48. The Bank reserves the right to assign, establish or designate account numbers for any Smart Accounts (Master or Sub-Accounts) opened with the Bank.

银行保留为在本行开立的任何 SMART A/C 收款管家主账户或子账户设立、分配或指定账户的权利。

49. The customer agrees to pay all fees in relation to the Bank's provision of the Smart Account services.

客户同意按照银行规定支付 SMARTA/C 收款管家服务相关的所有费用。

50. The Smart Account (Master Account only) shall be interest bearing, subject to the Bank's prevailing interest rates.

SMART A/C 收款管家主账户按照银行的现行利率计息。

51. The Bank reserves the right to change fees and other expenses relating to the service which the Bank will announce from time to time at the Bank's office/branch and/or on its website and will notify the Applicant or the Applicant's consent in advance (as a case may be) pursuant to the applicable law.

银行保留随时更改在本行网点及/或网站上公布的服务费用及其他费用的权利，并根据有关法律会通知客户或征得客户同意（视情况而定）。

52. The Applicant may terminate the use of the Smart Account service at any time by giving written notice of termination to the Bank no less than 30 days in advance.

申请人如需终止使用 SMART A/C 收款管家服务，须至少提前 30 天向银行发出书面终止通知。

ICBC Corporate Internet Banking Terms and Conditions / 中国工商银行 (泰国) 企业电子银行使用条款与条件

Article 1 Definition

第一条：定义

“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.

“工银泰国企业电子银行”是指银行通过互联网向企业客户提供的自助银行服务。

“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 “E-Password Token” or other equipments as specified by the Bank.

“证书”是指包含申请人身份信息电子数据的装置，并作为申请人使用工银泰国企业电子银行服务中的电子签名，用户证书的存储介质是“密码器”或银行指定的其他装置。

“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.

“密码”是指申请人为了认证其身份而设置的一组数字或字符。密码分为（1）登录密码和（2）证书密码。

“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.

“登录密码”是指访问工银企业泰国电子银行服务时需输入的密码，该登录密码由申请人在注册服务时自行设置。

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

“证书密码”指申请人在使用证书过程中，为验证其身份而设置的密码。

“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.

“关联机构”指在银行开立账户并与申请人存在业务或隶属管理关系的法人。关联机构包括申请者的分支机构、子公司、业务合作伙伴和下属机构。

“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.

“账户查询及转账授权书”指关联机构授权并同意银行向申请人提供其注册账户信息和详细信息，或授权并同意银行根据申请人通过工银泰国企业电子银行服务发送的指令，从其注册账户中划转资金的书面文件。

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.

第二条：申请人在使用工银泰国企业电子银行服务时，必须遵守本文件规定的条款和条件以及包括银行业务规定、交易规则及使用工银泰国企业电子银行服务的风险注意事项。

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.

第三条：当申请人到我行任一分行申请、注册、注销或修改工银泰国企业电子银行服务相关的信息时，申请人必须提交银行指定的文件和证明以及填写申请表中的相关详细信息并签字确认真实无误。申请人将承担因提供不准确、不明确或不完整的信息或材料证明而给银行或他人造成的一切损失。

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.

当申请人成功注册工银泰国企业电子银行服务后，应在成功申请后的 90 天内到相关分行领取并签字确认已收到证书，同时通知银行并确认证书已激活。

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.

第四条：在申请人通过工银泰国企业电子银行进行交易或其他相关银行的服务时，必须按照银行规定的程序使用申请人的登陆用户名、密码、证书进行身份验证。在工银泰国企业电子银行任何交易或服务使用的身份验证将被视为申请人本人的行为，并应由申请人独自承担全部责任。无论该交易或服务是由申请人本人通过工银泰国企业电子银行进行，或经过申请人授权或同意的其他人员进行，或因其他任何原因，申请人均须受该等行为的约束，且无需签署任何文件，除非通过工银泰国企业电子银行服务进行非法付款或转账但非申请人自身过错的情况。对于已处理完毕的付款或转账指令，申请人无法进行修改或取消。

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.

申请人应指定授权人员妥善保管申请的登陆用户名、密码和证书。未经申请人的许可和批准，任何其他人不得使用工银泰国企业电子银行。

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.

申请人有权根据《账户查询及转账授权书》中授权文件规定的权限范围内，通过工银泰国企业电子银行从关联机构的注册账户进行资金划转交易。

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.

当申请人申请通过工银泰国企业电子银行系统使用代发工资服务时，根据银行规定的格式、方法、细节进行准备并发出信息以及指令以从申请人账户中扣款后将款项汇入收款人的账户。

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.

第五条：受银行相关使用条款及条件，申请人应在银行规定的时间范围内使用工银企业电子银行，若申请人因任何原因无法通过工银企业电子银行办理业务时，申请人可在银行营业时间内，到银行任何一家分行办理业务。

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.

申请人同意并接受，在相关使用条款及条件范围内，银行将尽力根据申请人的相关指令，处理付款、代发工资或其他交易。

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.

第六条：若发生下列情形时，申请人必须在银行的任一分行完成指定的操作和流程，否则申请人将承担在此之前所发生的所有损失和费用；

(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.

当登录密码、证书密码被遗忘、被泄露或被他人使用时，申请人必须及时按照银行规定的方式设置新的登录密码或证书密码。

- (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.

证书被盗或丢失时，申请人必须立即通过银行客服人员或银行指定的其他渠道通知银行进行挂失，在银行指定操作全部完成后挂失方生效。

- (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.

当证书过期或在有效期内被盗、损毁、遗失等，申请人必须及时按照银行规定的方式申请新的证书。

- (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.

当申请人输错密码达到银行规定的上限时，申请人将被暂停使用工银泰国企业电子银行任何服务，且申请人需要按照银行规定的方式到分行申请重置密码。

- (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.

当申请人用于接收银行短信的手机号码遗失、取消、变更时，申请人必须通知银行并取消或更改（视情况而定）接收短信的手机。

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:

第七条： 发生下列情形时，对于因银行按照申请人提交的指令进行处理或处理失败，所发生的任何损失或损害，银行不承担任何责任。

- (1) Information or instruction given is vague, incorrect, mistaken or incomplete;
信息或指令不明确、不正确、错误或不完整。
- (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;
当申请人的注册账户内或关联机构的资金不足、账户状态不正常，或者申请人或关联机构的信用额度不足、被暂停或被取消。
- (3) The Applicant or the Affiliated Institution is under any legal proceedings;
申请人或者关联机构正在接受法律诉讼。
- (4) The Applicant has been informed by the Bank of the system failure, before or when conducting the fund transfer;
转账前或者转账过程中，银行已通知申请人系统出现故障。
- (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;
申请人未遵守银行规定使用企业电子银行或任何服务的条款、条件以及相关的步骤。
- (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;
银行认为申请人或关联机构的交易、使用银行的服务或操作的行为等，具有欺骗、欺诈或具有非法目的或违反公共秩序或公共道德的情况。
- (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
发生不可抗力，或存在有黑客（Hacker）或任何人对计算机系统或计算机程序的侵入或攻击，或与工银泰国企业电子银行相关的人员、计算机系统、通讯系统、网络或设备发生故障、毁坏、损坏或正在维修或维护中，或电气系统或电源系统发生故障，计算机病毒的传播或任何超出银行控制范围的情况或事件。
- (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.
银行有理由相信遵循申请人的指令有可能对银行或他人造成损害或责任。

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:

第八条: 出现下列情况时, 银行有权立即取消申请人的工银泰国企业电子银行或任何银行服务:

- (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;
申请人使用系统或工银泰国企业电子银行服务时, 造成或有可能造成他人或银行的损失, 或者对申请人、银行、提供通信系统或网络服务提供商(网络)的机器或计算机系统或各种设备造成故障或缺陷
- (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;
有证据表明存在有黑客或者其他非法进入系统的事件, 通过声称自己是申请人的用户来使用工银泰国企业电子银行服务, 或者有此类事件发生的可能性
- (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;
申请人或者关联机构使用过期或伪造的文件、身份证明的, 或利用他人证件申请使用工银泰国企业电子银行或任何银行服务。
- (4) The Applicant has not paid for the fee or related expenses within the time specified;
申请人未按时缴纳费用或其他相关费用的。
- (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
申请人或者关联机构的注册账户内的资金被冻结、扣押、没收, 或该账户因挂失而被暂停或注销, 或付款已暂停, 或存款账户被销户等。
- (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.
申请人未遵守银行规定的条款、条件、规则, 或有任何其他行为对银行、工银泰国企业电子银行或银行的其他服务造成声誉受损的情况。

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.

第九条: 申请人或者关联人无论因何种原因以不正当或非法的方式收受任何金钱或利益。银行有权扣除该款项或利益包括立即停止或终止工银泰国企业电子银行或银行任何其他服务, 而无需事先通知申请人或关联人。

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.

第十条: 申请人同意支付使用工银泰国企业电子银行或其他银行服务的年费、服务费、费用和支出。

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.

第十一条: 申请人因使用工银泰国企业电子银行或其他服务而给银行或他人造成任何损害的, 申请人应承担全部赔偿责任。

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.

第十二条: 当申请人发现本人违反或未遵守工银泰国企业电子银行条款、条件或相关程序时, 导致银行延迟处理申请人通过工银泰国企业电子银行发送的指令, 申请人应立即将实际相关情况告知银行, 银行自获知情况后 7 天内将调查结果通知申请人。

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.

第十三条： 申请人同意，银行从计算机系统、互联网或其他信息技术系统获取或记录的与申请人使用工行企业网上银行或任何银行服务有关的所有指令、文件、数据和事实，在法律上应视为内容真实、正确的书面证据和原始文件，并应予以保留以备将来的任何法律纠纷或诉讼。申请人有权向银行索取相关交易报告。

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.

第十四条： 申请人同意银行是工银泰国企业电子银行服务中的各种计算机程序、布局、格式、文本和图形的唯一拥有者。申请人不得以任何理由进行复制、修改、调整、传播、受益于或允许他人以任何原因进行此类活动，不得将此类计算机程序用于任何意图、目的。

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..

第十五条： 银行保留决定、修改、增加或更改关于工银泰国企业电子银行服务使用的条款和条件、交易规则或相关程序的风险提示，以及费用和其他相关费用的权利。银行将通过银行总部、分行及/或银行网站，或通过 工银泰国企业电子银行进行公告，并会根据法律规定提前通知申请人或得到申请人的同意（视情况而定）。

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.

第十六条： 当申请人需要注销工银泰国企业电子银行时，须至少提前 30 天向银行发出书面形式通知银行。

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.

第十七条： 申请人同意银行在需要的情况下披露信息，以便进行收集、存储、使用、披露或传输信息所需的信息，或为了能公平、持续地向申请人提供任何服务的利益，或依照法律、法规、公告或规定披露信息，或根据法院、相关政府机构、监管机构的命令进行披露信息或根据本文条款和条件的其他规定。

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.

第十八条： 本文中规定的条款和条件是申请人额外同意的条款和条件，不取代申请人以前或即将与银行达成一致的任何其他银行服务的相关条款和条件。在之前达成一致的任何条款和条件与使用工银泰国企业电子银行规定的条款或条件发生冲突时，以本文件条款和条件为优先有效。

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.

第十九条： 本文件规定的条款和条件、使用工银泰国企业电子银行及任何银行服务相关的交易规则和风险提示应受泰国法律的约束。

ICBC E-Banking Risk Reminder / 中国工商银行（泰国）电子银行风险提示

The Applicant should take note of the following warnings when using the ICBC E-Banking
用户在使用工银泰国电子银行服务时，应注意以下事项：

1. Login to the correct website / 访问官方网站或官方应用程序

- The Applicant who uses ICBC E-Banking through personal computer should log on directly to the Bank's website www.icbcthai.com. It is suggested to add this website's address to the favorite browser and not visit the Bank's website via indirect links.
- 用户在使用工银泰国电子银行时应直接访问银行官方网站 www.icbcthai.com，且用户应在常用浏览器中添加该网站，勿通过其他链接访问银行网站。
- The Applicant who uses ICBC E-Banking through mobile phone should install the Bank's application ICBC Mobile Banking from "App Store" for iOS or "Play Store" for Android system.
- 用户在通过手机访问工银泰国电子银行时应通过 iOS 系统的 App Store 或 Android 系统的 Play Store 安装应用程序。
- The applicant shall verify the developer of the bank's application before downloading the application to ensure the downloaded application came from the trusted developer, not the fake application.
- 用户在下载应用程序前应检查并验证银行应用程序的开发商，以确保下载的应用程序是真实的，而不是假冒的应用程序。
- The applicant shall update the bank's application to be a current version on his mobile devices regularly.
- 用户应定期检查、更新银行的应用程序以保证为最新版本。

2. Keep the account number, User Name and Password confidential / 妥善保管账号、登录用户名及密码

- For the security of the Applicant's information and funds, the Applicant should read the contents of this Risk Reminder thoroughly before setting the Password. When setting the Password, any personal-related information such as name, birthday, or telephone number should not be used as the Password.
- 为了用户信息和存款的安全，用户在设置密码前应完整阅读本文的风险提示，不应使用个人信息，或容易猜到的关联信息，例如：姓名、出生日期或电话号码，将其设置为密码。
- The Applicant shall keep confidential the User Name and Password as well as other passwords and information related to the use of ICBC E-Banking and shall not disclose such information to other persons.
- 用户必须对登录用户名和密码，包括其他密码以及与访问工银泰国电子银行服务相关的任何其他信息进行保密，不可告知他人。
- The Applicant shall change the Password regularly at least every 3 months.
- 用户应定期更改其密码，至少每 3 个月更改一次。
- The Password for the ICBC E-Banking shall not be the same as those set for the bank card or other user password on other websites.
- 工银泰国电子银行的登录密码不应与银行卡密码，或其他网络系统用户名的登录密码相同。
- The Password shall not be saved or stored on the computer, any electronic file or written down on paper that is not kept in a safe place.
- 不应将密码存储或记录在电脑系统或电子文档中，或不应在未妥善安全保管的纸上记录密码。
- Every time the Applicant logs on to the ICBC E-Banking, the "last log-on time" should be checked against the actual log-on time.
- 用户在每次登录工银泰国电子银行后，应查看“最后登录时间”以确认实际的登录时间。

3. Set your ICBC E-Banking's profile for your own secure / 如何安全设置和使用工银泰国电子银行

- The Applicant shall set the log-on notification via E-Mail at the setting menu. The Applicant shall change password immediately and contact the Bank's Call Center if getting notified but have not done the log-on transaction by yourself.
- 用户可在菜单栏目中设置通过邮件方式进行登录提醒。如果收到登录提醒的邮件，但并非用户本人进行的交易后，就应该立即更改密码，并且立即联系银行客服中心。
- The Applicant shall set the "Reserved Information" at the setting menu and verify "Reserved Information" on the welcome page to detect any unusual situation.
- 用户可在菜单栏目中设置欢迎页预留信息，并在登录后验证该欢迎页预留信息，以防止出现任何异常情况。

4. Use the authentication tool correctly / 正确使用密码器

- USB-Shield and E-Password Token are an important tool for the security of the ICBC E-Banking. USB-Shield or E-Password Token (as the case may be) can be obtained from any branch of the Bank.
- U盾和密码器是使用工银泰国电子银行服务的重要安全设备之一，用户可在银行分行申请U盾或密码器（视情况而定）。
- The Applicant should keep the obtained USB-Shield or E-Password Token (as the case may be) and the Certification Password properly.
- 用户必须将U盾或密码器（视情况而定）和认证密码妥善保存在安全的地方。

5. Protect the Applicant's mobile phone / 保管好用户手机

- The Applicant should not modify or alternate the Applicant's mobile phone system, used to log on ICBC E-Banking such as Jailbreak or Root.
- 用户不可进行调整或修改用户登录工银泰国电子银行服务的手机，如越狱、获取Root权限等。
- The Applicant who receives the Bank's SMS on the Applicant's mobile phone should take caution in using the mobile phone, keeping it safe from phone virus and unauthorized users.
- 通过手机向银行请求短信（SMS）的用户，在使用手机过程中必须小心谨慎，保护手机免受病毒侵害并防止被未经授权的人拥有使用。

6. Ensure the safety of the Applicant's computer / 应始终确保用户设备和电脑系统的安全

- Download, install or update Applicant's computer, widget, operating system and browser determined or provided by the Bank for the security.
- 根据银行的规定或建议下载、安装和更新操作系统和浏览器软件，以保持最新版本。
- Install and promptly update anti-virus software.
- 定期安装防病毒程序并将其更新为最新版本。
- Install firewall program.
- 安装防火墙程序。
- Never open emails from unknown sources.
- 请勿打开未知来源的电子邮件。

7. Other necessary protective measures / 其他防护方法

- Never allow any unauthorized person to use the Applicant's computer.
- 不允许任何未经授权的人员使用用户的电脑或手机。
- Never use the ICBC E-Banking from publicly used computers such as Internet bars, public library, etc.
- 请勿在公共场所（如网吧、公共图书馆等等）的电脑上使用工银泰国电子银行服务
- Set a password on the computer or the mobile device to prevent others accessing confidential information.
- 设置电脑、手机的使用密码，防止他人获取机密信息。
- Never leave the computer or the mobile device idle while using ICBC E-Banking.
- 在登录工银泰国电子银行期间，电脑和手机不应离开用户或无人看管。
- Never run the Remote Assistance programs of the operation system while using ICBC E-Banking.
- 使用工银泰国电子银行服务时，请勿开启操作系统的远程协助功能。
- Check that the payment amount and the billing amount are correct before confirming any transaction conducting via the ICBC E-Banking.
- 每次在确认交易前，应检查交易的详细信息和金额。
- Click "Logout" on the right top corner of the webpage to exit the ICBC E-Banking after each use.
- 每次使用工银泰国电子银行服务后，应点击屏幕右上角的“退出”按钮。