

**Effective date on July 15, 2016 (02/2016)****Terms and Conditions on Internet Banking Service “UOB Personal Internet Banking and UOB Mobile”**

1. “Customer” means a person who owns accounts such as savings account, current account, fixed deposit account, any credit facility account, ATM account, credit card account and/or debit card account that exist at present and/or that will exist in the future who uses Internet banking or telecommunication system services provided under the name of UOB Personal Internet Banking and UOB Mobile hereinafter collectively referred to as the “Services”. The Customer agrees to comply with the terms and conditions of the Services stated in this document.
2. The Bank shall set procedures and conditions of the Services. The Customer shall access the system by logging in to the system by using User ID, Password and One Time Password (OTP) received via mobile phone or SecurePlus Token given by the Bank following the procedures and conditions laid down by the Bank.
3. The Customer agrees and accepts that, for the purposes of making use of this Services in connection with any account of the Customer at the Bank, the Customer agrees and accepts that the Bank has duly issued and handed over the User ID, Password and SecurePlus Token to the Customer when; -
  - 3.1 The Bank delivers the Password to the Customer via normal postage as requested by the Customer.
  - 3.2 The Customer signs on record of receipt when the Customer comes to collect the Password and / or SecurePlus Token by himself/herself at the Bank’s branch. Upon accepting delivery of the aforesaid from the Bank, the Customer agrees and accepts that electronic data relating to User ID, Password and/or One Time Password (OTP) has entered into the data system and lies beyond the control of the Bank.
4. The Customer agrees and accepts that the Customer has duty of to keep secret of User ID, Password and/or One Time Password issued by the Bank or changed by the Customer from time to time and not to disclose them to any other person in any manner whatsoever.
5. **Change of User ID:** The Customer acknowledges that the Customer may change the User ID only in first times, but the Customer can change the Password at any time by himself/herself without notice given to the Bank through the procedure described in the Bank’s website. The Customer agrees that any such change of password shall bind himself / herself to access and usage of the Services subsequent to such change, regardless of whether the Customer is user of User ID and Password at that moment or not. For change other information or request new Token for replacement, the Customer can submit to UOB branch an application form in writing. Then the Customer will collect SecurePlus Token at UOB branch that the Customer specifies in application form within 7 working days. For the benefit of communication between the Customer and the Bank and for receipt of One Time Password, it is responsibility of the Customer to inform the Bank immediately for any change in his/her mobile number.
6. This Services will be provided subject to the conditions governing date and time, number of transaction per day, maximum transaction amount per day, estimated time to complete the transaction, and the applicable fees and service charges as set out below;

Types of Services	Day and Time of Services	Number of Transaction	Maximum Transaction Amount per Day	Expected Time to Complete the Transaction	Fee Rates*
Account Summary	24 Hours	No Limit per Day	-	-	Free of Charge
<b>Fund Transfer</b>					
Fund Transfer to Account of the Same Account Name (Within the same clearing zone)	24 Hours	No Limit per Day	No Limit	Effective immediately. Or The future date that the customer has set for transferring. Or The recurring date that the customer has set for transferring.	Free of Charge
Fund Transfer to Account of the Same Account Name (Between two clearing zones)	24 Hours	No Limit per Day	No Limit	Effective immediately. Or The future date that the customer has set for transferring. Or The recurring date that the customer has set for transferring.	Free 1st - 5th transaction, the 6th transaction and subsequent are chargeable at THB 10 /transaction.
Fund Transfer to 3rd party UOB Account (Within the same clearing zone)	24 Hours	No Limit per Day	THB 300,000/day Can increase the maximum limit to 800,000 baht per day via UOB Personal Internet Banking and UOB Mobile (This limit is included for transferring to the 3rd party UOB Account (Between two clearing zones)	Effective Immediately. Or The future date that the customer has set for transferring. Or The recurring date that the customer has set for transferring.	Free of Charge
Fund Transfer to 3rd party UOB Account (Between two clearing zones)	24 Hours	No Limit per Day	THB 300,000/day Can increase the maximum limit to 800,000 baht per day via UOB Personal Internet Banking and UOB Mobile (This limit is included in the transfer to the 3 <sup>rd</sup> party UOB Account (Within the same clearing zone)	Effective Immediately Or The future date that the customer has set for transferring. Or The recurring date that the customer has set for transferring	Free 1st - 5th transaction, the 6th transaction and subsequent are chargeable at THB 10 /transaction.
Domestic Fund Transfer to Another Bank Account (ORFT - Online Retail Fund Transfer)	24 Hours	No Limit per Day	THB 300,000/day Can increase the maximum limit to 500,000 baht per day via UOB Personal Internet Banking and UOB Mobile	Effective Immediately Or The future date that the customer has set for transferring. Or The recurring date that the customer has set for transferring	THB 25 (THB 0-20,000) THB 35 (THB 20,001-50,000)

Types of Services	Day and Time of Services	Number of Transaction	Maximum Transaction Amount per Day	Expected Time to Complete the Transaction	Fee Rates*
Domestic Fund Transfer to Another Bank Account (ORFT - Online Retail Fund Transfer)	24 Hours	No Limit per Day	THB 300,000/day Can increase the maximum limit to 500,000 baht per day via UOB Personal Internet Banking and UOB Mobile	Effective Immediately Or The future date that the customer has set for transferring. Or The recurring date that the customer has set for transferring	THB 25 (THB 0-20,000) THB 35 (THB 20,001-50,000)
Global Fund Transfer	Monday - Friday at 9.00 AM - 4.00 PM (Except Bank Holiday)	No Limit per Day	THB 300,000/transaction Can increase the maximum limit to THB 1,500,000 per transaction	Within the day of service for transaction made during office hours. (Monday - Friday, 9:00 to 16:00 pm), Within the next business day for transaction made outside these hours.	THB 350 Remark: The transaction amount of USD 50,000 or equal in other currency needs foreign currency transaction form filled.
<b>Money Transfer for Bill Payment</b>					
Bill Payment and Tax Payment	24 Hours	No Limit per Day Except for payment to the same biller, limit 10 transactions (bills) per day per account.	For Privilege Banking customer, the maximum of 100,000 THB/day. You can also increase the payment limit up to 1,000,000 THB/day. For general customer, the maximum of 100,000 THB/day. You can also increase the payment limit up to 500,000 THB/day.	Within the day of service/ the day the Customer sets as future or recurring payment date.	Fee rates of Bill Payment services and Tax Payment depend on agreement between the bank and each service provider.
<b>Money Transfer for Bill Payment</b>					
Online Money Order	24 Hours	No Limit per Day Maximum 10 transactions per day per account.	Maximum: THB 50,000/transaction and THB 100,000/day	Within the day of service	THB 45 for initial amount of THB 1,000 THB 5 for every THB 1,000 increment (Fraction of THB 1,000 is rounded up to THB 1,000) Maximum fee: THB150/transaction

Types of Services	Day and Time of Services	Number of Transaction	Maximum Transaction Amount per Day	Expected Time to Complete the Transaction	Fee Rates*
<b>Other Services</b>					
Stop Cheque Request	24 Hours	No Limit per Day	No Limit	Effective immediately after the Bank gets the request. Remark :In case the requested cheque is in the process the Bank cannot stop the payment or the system of the Bank does not support it, the Customer shall not demand any obligation from the Bank.	100THB per transaction
Cheque book ordering	24 Hours	No Limit per Day You may request up to maximum of two cheque books	-	Customers can pick up at branches of 3-5 days after the transaction.	450 THB per cheque book

\* The Bank may change the fee rates by announcing and publishing them at Bank's branches and website ([www.uob.co.th](http://www.uob.co.th)) at least 30 days in advance.

- The Customer agrees and consents to the Bank to debit or transfer money from account(s) that the Customer allowed to use with UOB Personal Internet Banking and UOB Mobile in order to complete the customer's instruction and to make a payment for fee and service charges and/or other obligations that the Customer is required to pay to the Bank due to use of the Services at the rate announced by the Bank and/or adjusted by the Bank from time to time.
- Evidence of fund transfer/ bill payment transaction:** Upon receipt of the money transfer / bill payment order by the Bank, the Customer will receive transaction slip, money transfer slip or statement in which the Customer can choose to print or save such slip on computer or any similar device as evidence of the money transfer / bill payment transaction. However, any transaction slip that the Customer prints out from any computer shall not be ultimate evidence of the transaction. The Customer can neither cancel or amend the fund transfer/ bill payment instruction or request for refund of fee paid to the Bank. For the future payment instruction or any standing instruction of any kind that has been given to the bank in advance, the Customer can instruct the Bank to inform the Customer of the result of the transaction either via e-mail or SMS at the fee rate informed by the Bank in advance. Furthermore, the Customer can check the transaction from the Services screen or the Customer's passbook.

The Customer can specify mobile number of account payee for send SMS notification of fund transfer transaction such as transfer to 3<sup>rd</sup> party account and online money order service.

Notification of transaction (UniAlert): The Customer can choose and specify notification for bill payment, fund transfer for 3<sup>rd</sup> party account or another bank and online money order transaction via email or SMS from mobile number. The UniAlert can notify when transaction has amount follow by instruction of the customer or notify when the bank process transaction by due date. However, the Customer can turn off or turn on UniAlerts service.

- Cancellation / amendment of the future payment instruction:** If the Customer desires to cancel or amend the future payment instruction or standing instruction, the Customer may cancel or amend such instruction by sending cancellation or amendment instruction through system of the service to the Bank 3 working days

in advance of the effective date of such instruction. In case the Bank fails to follow such instruction due to any reasons whatsoever which is not false of the Customer, the Bank shall make a refund of the transferred amount and fee without interest to the Customer.

10. **Suspension of services:** The Customer acknowledges and accepts that if the Customer puts wrong User ID, Password and/or One Time Password for more than number of times prescribed by the Bank, the Bank shall suspend the Services unless the Customer contacts the Bank in writing or calls the Bank's call center for reactivation.
11. In case User ID, Password, One Time Password and/or SecurePlus Token of the Customer is lost, stolen, in doubt of being known by other people, used without permission, the Customer acknowledges that the Customer shall notify the Bank to temporarily suspend the Services via the Bank's call center and the Bank will proceed according to the Customer's order immediately.
12. **Bank's responsibilities:** In the case that the Bank acts or omits to act pursuant to the order and/or money transfer order and/or bill payment order causing the Customer not to receive the service and/or money and/or unauthorized and illegal money transfer or bill payment transaction has occurred and which is not the false of the Customer or such change occurs prior to the time the Bank has not delivered User ID, Password, SecurePlus Token and/or One Time Password (OTP) to the Customer, the Bank shall be responsible for the actual loss/damage that may normally be occurred, except such damage is not as a result of the false of the Bank, for example;
  - 12.1 Insufficient fund in the customer's account due to whichever reason, for example, the Customer's loan account does not exist or is suspended by the Bank, or the money transfer shall cause the loan balance to exceed that agreed with the Bank.
  - 12.2 The account is under legal process or questionable account usage
  - 12.3 Breach of conditions or agreement made with Bank
  - 12.4 Unavailability of currency to be transferre
  - 12.5 Notification of Services obstruction to the Applicant by Bank prior to or during transaction processing
  - 12.6 Force majeure such as error in a telecommunications, electricity, computer, network, etc. Bank shall stop the Services without giving prior notice to the Customer and the Customer shall not claim for any damages from such action.
  - 12.7 Receiving bank is unable to credit fund into beneficiary's account due to any reasons, refusal of receiving bank or its agent to effect payment by order of any law, act, order of banks in receiving bank's country. Bank shall return the funds without interest to the Customer only after Bank receives confirmation of refund from the receiving bank or its agent by contacting the Customer via the address or telephone number given in the application form. Should there be additional fees or expenses incurred to Bank, the Customer agrees that Bank can immediately deduct such fees or expenses in full amount from the refunded amount without prior notice to the Customer. The refund shall be made in Thai Baht or in currency of the transfer.

The Bank's liability to compensate the damages under this clause shall be limited to refunding the Services fee and the principal sum received from the Customer for the fund transfer hereunder.

13. **Customer's responsibilities:** The Customer agrees to be responsible for any action or damage that may arise or be caused by use of User ID, Password, SecurePlus Token, and/or One Time Password before sending to the Bank any seize orders or cancellation orders such as payment cancellation of cheque payment, ATM card, credit card/debit card of every kind and payment pursuant to standing instruction. In the case the User ID, Password, SecurePlus Token and/or One Time Password is lost or stolen, the Customer shall inform the Bank immediately to seize or suspend the use of the User ID, Password, SecurePlus Token and/or One Time Password. Upon receipt of notification of lost or stolen, the Bank shall process the suspension of the use of

User ID, Password and/or SecurePlus Token and/or One Time Password within 5 minutes of the time of receipt of notification (the time recorded by the Bank shall be conclusive). If the Bank does not process the suspension order within the said timeframe, the Bank shall indemnify the Customer.

The Bank's liability to compensate the damage under this clause shall be limited to refunding the service fee and the principal sum received from the Customer.

The Bank shall executed money transfer /direct debit on the information, i.e., beneficiary, company, organization given by the Customer. The Customer represents and undertakes to Bank that the account numbers and information given on the Application form are true, correct and complete. Processing of funds transfer based on such information shall be deemed complete and correct and shall, thereby, release the Bank, Bank's agent and correspondent bank from all liability in connection with this Application.

14. **Error from transfer or debit from the account:** If the Customer finds error from transfer or debit from the account, the Customer shall immediately contact the processing branch or home branch in writing, or verbally inform the Bank's call center and the Customer should provide the information relating to name, contact address, account number, processing date and time, type of transaction, error amount, branch name, transfer tools for the Bank's investigation. The Bank shall investigate the transaction against evidence and information on hand. If the cause of error is found, Bank shall correct the error as soon as possible. Where the error is result of force majeure, Bank shall investigate the causes and make a conclusion as soon as possible. The Bank's correction of error and investigation period shall not exceed 30 days from reporting date. Bank shall inform the Customer of result as soon as possible but not over 7 days after Bank obtains the result. If the Customer does not dispute within such period, the Bank considers that the Customer approves that such money transfer/direct debit the Bank has made is correct. If later, it appears that the transaction is not correct, the Bank holds the right to correct the transaction without the Customer's prior consent.
15. **Termination of the services:** If the Customer desires to terminate the Services, the Customer shall inform the Bank of his desire via the Bank's branch in writing to terminate the Services. The Bank shall terminate the Services within 7 working days from the day of receiving the termination notice. However, the service termination shall not affect any outstanding obligation or any transaction-taking place before the bank has done the above activity.
16. The Customer agrees and acknowledges that if the Customer does not use the Services for 6 consecutive months or never login within 30 days since registered date and no eligible account (s) on UOB Personal Internet Banking and UOB Mobile, the Bank reserves the right to terminate the Services without prior notice to the Customer.
17. **Other services accessible:** The customers agree to pay the fees and charges applicable to the services which are accessible via UOB Personal Internet Banking and UOB Mobile which are set out in the announcement published by the Bank, e.g., money transfer, bill payment, account statement enquiry, cheque book ordering, temporary credit card's credit line request and other services which will be accessible in the future. Terms and conditions, requirements, various conditions, service charges shall be in accordance with the Bank's announcement posted at the office and on the website ([www.uob.co.th](http://www.uob.co.th))
18. The Customers can visit [www.uob.co.th](http://www.uob.co.th) to obtain information regarding other products and services offered by the Bank.

#### **Customer's consent**

19. The customer agree that all the acts performed or to be performed from time to time by the Bank, parent company, sub-company, joint company, company in the Bank 's group and subsidiary company of the bank both in Thailand and in foreign countries, other financial institutions, external auditor, evaluator, transferee of rights, credit bureau company, service users or members of credit bureau company, state agencies, government services, private individuals, juristic persons both in Thailand and foreign countries for the purpose of collecting, collating, making use of, giving, taking, receiving, transmitting, copying, examination, reporting, disclosing, accessing to the customer's personal information, credit/service information, record, status, other electronic data of the customer/or person related to the customer or entity (ies) referred to above now and in the future under current and future rules, regulations, laws, and agreements are deemed



for credit analysis and processing, consideration, renewal credit/services review. This shall include debt restructuring, guarantee, risk management assessment for the purpose of business operation, banking management, debt burden notice, demand for debt repayment, statistic preparation, marketing planning, transfer of rights and duties, and to deal with the customer's personal information to the extent required to or permitted by the applicable law (s). The customer gives consent herein to validate all the said acts whenever taken. The customer shall not revoke consent given herein even upon the application for credit/service being declined, full repayment of debt or the customer no longer using service nor shall the customer claim for damages.

#### **Others**

#### **20. The Customer agrees and acknowledges about the SecurePlus Token as follows:**

- a. 20.1 The SecurePlus Token belongs to the Bank so the Customer does not have any right over the SecurePlus Token apart from using such device for the Services and the Customer shall return the SecurePlus Token to the Bank upon the Bank's request.
  - b.
  - c. 20.2 The Customer shall keep the SecurePlus Token in safe place without being known to or accessible by third parties.
  - d. 20.3 The Customer agrees and consents to pay the SecurePlus Token issuance fee. In the event that the customer doesn't give specific instruction to the Bank to debit the fee payment against a savings account designated by the Customer, the Customer merely authorize the Bank to debit the fee from the customer's saving account which have the highest available balance at the time the Customer requests for the SecurePlus Token.
21. In case joint account owner performs any banking transaction on joint account, the Customer agrees and accepts that such transaction shall be binding upon the Customer and deemed to have been performed by the Customer.
22. The Customer accepts that all records, evidences or any documents including electronic data which the Bank keeps, collects and/or processes the Services at the Bank made by electronic data as proof of transaction via this and other Services that may be jointly used by the Customer is the ultimate proof and serve as evidence to bind the Customer to prove debt and/or service use by the Customer and/or the Customer jointly with the Customer caused by use of such the Services although the data is maintained in electronic format.
23. Any provision, terms and conditions, fee and service charge rate set by the Bank will be published in announcement posted at the Bank's branches and on the website ([www.uob.co.th](http://www.uob.co.th)). The Bank may make changes hereto which will be published 30 days in advance via the Bank's branches and the same website. The Customer agrees, acknowledges and consents that such amendment is binding on the Customer without separate written notice.

#### **Global Fund Transfer via UOB Personal Internet Banking**

24. The customer can make Global Fund Transfer via UOB Personal Internet Banking only.
- 24.1 This service will be provided subject to the conditions governing date and time, number of transaction per day, maximum transfer amount per day, estimated time to complete the transaction, and the applicable fees and service charges as laid down by the Bank and announced and published at the Bank's branches and website ([www.uob.co.th](http://www.uob.co.th)). These conditions may be changed and published 30 days in advance by the same means. In the case that the agent bank or beneficiary bank charge an expense for the requested services in addition to those fees as specified or announced by the bank, the applicant agrees to pay such additional expense to the bank immediately on the bank's demand.
  - 24.2 This is a service provided on UOB Personal Internet Banking, which will be processed by the Bank immediately upon receipt of the Applicant's instruction. Once UOB Personal Internet Banking reports the status "Complete" the Applicant's instruction is irreversible. It is the Applicant's duty to check and validate his own instruction before confirming in to the Bank for execution.
  - 24.3 The Customer's liability: This funds Transfer process is executed on the information given by the Customer on UOB Personal Internet Banking. The Customer represents and undertakes to the Bank that the account numbers and information given to the Bank are true, correct and complete. Processing of funds Transfer based on such information shall be deemed complete and correct and

- shall, thereby, release the Bank, the Bank's agent and correspondent banks from all liability in connection with this service. The Bank shall transfer funds to the Beneficiary in currency set out in the instruction. However, the currency of payment to the Beneficiary shall be subject to the rules, regulations, and bank procedure of the Beneficiary's country.
- 24.4 The Customer acknowledges that funds transfer via UOB Personal Internet Banking channel is also subjected to the rules and regulations of the Bank, the Bank's agent, and/or correspondent banks, and terms and conditions of UOB Personal Internet Banking Services.
- 24.5 The Customer represents and undertakes to the Bank that (a) all supporting documents for the Funds Transfer transactions are true, correct and complete as required by the Foreign Exchange Control regulations of the Bank of Thailand and to enter into a purchase and/or exchange of foreign currency according to the purpose that the Customer informs Bank; (b) all aggregated amount of Outward Remittance under the name of the Applicant within this year shall not exceed the maximum amount stipulated in the Bank of Thailand's and/or Ministry of Finance's regulations; and (c) invoice(s) used as evidence for the Funds Transfer transactions has (have) never been used as evidence for any other transactions before.

### **PromptPay Service Terms and Conditions**

25. The Applicant agrees to use the PromptPay Service provided by United Overseas Bank (Thai) Public Company Limited, hereinafter called the "**Bank**", according to the service details determined by the Bank, and acknowledges and agrees to be bound by and comply with the terms and conditions as follows:

#### **25.1 Definition**

- 25.1.1 "**PromptPay Service**" or this "**Service**" means the service of electronic fund transfer or other deposit account-related transactions to be offered in the future provided by using the identification number, mobile phone number or any other data to be determined in the future. When the Applicant registers and links up the Applicant's deposit account with this Service, the system will keep the registration data to support the provision of electronic money transfer service or any other account-related transactions to be offered in the future.
- 25.1.2 "**Applicant**" means a deposit account holder who registers and has received confirmation of the registration to use this Service by any registration method determined by the Bank.
- 25.1.3 "**Registration**" means the registration for this Service via the channel and method determined by the Bank.
- 25.1.4 "**De-register**" means to cancel the Registration to use this Service via the channel and method determined by the Bank.
- 25.1.5 "**ITMX**" means National ITMX Co., Ltd.

#### **25.2 Use of Service**

The Applicant must file an application or a request to use PromptPay Service with the Bank through the channels and methods determined by the Bank, namely, the Bank's service desk, UOB Personal Internet Banking, UOB Mobile or any other additional channels to be determined by the Bank in the future. The Applicant must file the application for registering either the identification number and/or mobile phone number or both, or any other data to be announced in the future (if any), to link up with the Applicant's saving or current account open with the Bank. The account type of which is determined by the Bank for using this Service, hereinafter called the "**PromptPay System**" under the following terms and conditions:

- 25.2.1 The Applicant certifies that he/she is the owner of the deposit account and the identification card issued by a government agency to the Applicant, or is entitled to duly and legally use or possess or is permitted to use the mobile phone number registered for this Service. The Applicant certifies that the information stated in this application for PromptPay Service is



correct, true and valid; and is up to date for the application of this Service. The Applicant must also certify that the information given is the information of the Applicant, who is legally entitled and has the authority to apply for this Service and any transaction in relation to the application for and the use of this Service, and agrees to be bound by the terms and conditions hereof.

- 25.2.2 The deposit account linked with the PromptPay System must be of normal status with the Applicant's name as the sole account holder unless determined otherwise by the Bank in the future.
- 25.2.3 The identification number and/or each of the mobile phone numbers must be linked with one deposit account only unless such identification number and/or mobile phone number has been de-registered from PromptPay System under the method and condition determined by the Bank. However, one deposit account may be linked with more than one identification number and/or mobile phone number, but not exceeding the limit set by the Bank.
- 25.2.4 Upon receiving the application or voluntary request to use PromptPay Service, the Bank will submit the information contained in each application for verification and registration with ITMX computer system for the purpose of Registration.
- 25.2.5 The Bank will notify whether the Registration is successful or not via SMS or other additional channel to be offered by the Bank.
- 25.2.6 The Applicant may use the identification number and/or mobile phone number which are successfully registered with PromptPay System, instead of the account number of the linked deposit account, to accept fund transfer into the deposit account or other services to be additionally provided by the Bank in the future.
- 25.2.7 Fund transfer through this Service is for domestic transfer only, and the amount per transfer and the number of transfers per day must be within what was authorised by the Applicant or the transferor. However, in no event shall it exceed the limits or the criteria set forth by the Bank's regulations.
- 25.2.8 The Applicant agrees and acknowledges that, unless exclusively stipulated under the terms and conditions hereof, the use of this Service shall not result in any cancellation, termination or alteration of any rights and obligations of the Applicant and the Bank under the general terms and conditions for use of the Bank's services and the opening of the deposit account linked with PromptPay Service.
- 25.2.9 In case the Applicant registers for the Service under the method determined by the Bank whereby no signature is affixed, such as, through UOB Personal Internet Banking, UOB Mobile service or any other additional channels to be provided by the Bank in the future, the Applicant agrees, without having to affix his/her signature, to be bound by the relevant terms and conditions set forth by the Bank in all respects.
- 25.2.10 The Applicant agrees that any transaction relating to the deposit account entered by specifying the identification number, mobile phone number or any other data to be determined in the future which is linked with such deposit account shall bind the Applicant in all respects.
- 25.2.11 The Applicant is entitled to cancel PromptPay Service or the use of the identification number and/or mobile phone number and the Applicant's deposit account linked with the PromptPay

System at any time by notifying the Bank according to the method and conditions determined by the Bank.

### **25.3 Registration Rejection**

If the Applicant's application for Registration is rejected by ITMX due to repeated Registration and/or other causes, the Bank will notify the Applicant of the Registration's rejection whereby the Applicant is required to make a direct contact with the relevant bank and/or the person whose application for the Registration with the PromptPay System has been accepted earlier.

### **25.4 Consent to Disclosure of Information**

If the Bank receives evidence and/or contact or enquiry from any person whose application for the Registration is rejected because he/she has been registered in the PromptPay System, the Applicant consents for the Bank to answer such enquiry or give information regarding the Applicant's Registration, including but not limited to details of the Applicant's Registration, contact address and phone number, etc., to such person, without having to obtain consent from the Applicant, so that such person may make direct contact with the Applicant. The consent so given hereunder for the Bank's foregoing acts is legal and valid and shall not be revoked at all time during the use of this Service in the PromptPay System and despite the Applicant having no longer used this Service and/or other services hereunder. The Applicant shall have no claim for damages against the Bank for the foregoing acts.

Furthermore, the Applicant agrees that any and all acts taken by the Bank, ITMX and/or providers of mobile phone service and/or other banks, government agencies or other competent agencies with respect to the provision of this Service and the employees or representatives of the foregoing persons or agencies, for the purpose of giving, receiving, using, sending, collecting, inspecting, reporting, copying, disclosing, or accessing to the Applicant's personal information, identification card information, mobile phone use data, record, status, or other electronic information in relation to the Applicant at present and/or in the future, under the laws, regulations, rules, agreements or contracts amongst any organizations in relation to the foregoing information are deemed to be taken for the purpose and in interest of this Service and/or for compliance with the law on each and every occasion. The Applicant agrees to give this consent so that each of the foregoing acts constitutes a legitimate act. The consent shall not be revoked at any time during the use of this Service and stays valid despite the Applicant having no longer used this Service and/or other services hereunder. The Applicant shall have no claim for damages against the said persons or agencies in respect of the foregoing acts.

### **25.5 Applicant's Duties and Responsibilities**

25.5.1 It is the duty of the Applicant to notify the cancellation of PromptPay Service when the Applicant closes the deposit account, changes/cancels the mobile phone number and/or other data registered with this Service, or does not use or transfers the use or changes the user of the mobile phone number registered with this Service. In this regard, the Bank is not required to verify such information nor it shall be liable for any damage incurred prior to the Bank's being notified.

However if the Bank has sufficient information to reasonably believe that the mobile phone number registered with PromptPay Service has been cancelled or its user or use has been transferred or changed due to whatever grounds, the Bank is entitled to suspend or terminate this Service as it deems appropriate whereby the Applicant shall have no claim for damages from the Bank in respect of the foregoing acts.

- 25.5.2 Any use of service via PromptPay Service must be done and instructed by the Applicant until completion. The Bank is not required to verify the validity of such instruction via the use of this Service at any stage. Therefore, the Applicant shall be responsible for any errors or damages occurred due to such use and instruction for service.
- 25.5.3 In case the Applicant wishes other person to deposit and/or transfer funds into the Applicant's account linked and/or registered with the PromptPay System, the Applicant is required to duly notify to such person the correct identification number or mobile phone number linked and/or registered with the PromptPay System and the Applicant shall be responsible for any damages occurred as a result of any incorrect information given.
- 25.5.4 In case the Applicant wishes to deposit and/or transfer funds into the account of other person registered with the PromptPay System, the Applicant is required to check the amount of fund and information relating to the recipient, such as name and surname, to ensure that they are correct and corresponds to the purpose of the transaction prior to the confirmation of each deposit and/or transfer funds into the recipient's account. If there occurs any doubts or suspicions as to the precision of the sum or accuracy of the recipient's details, the Applicant must cancel or terminate the transaction immediately. If the Applicant continues with the transaction until completion, he/she must accept that such transaction has immediate effect and the Applicant cannot request the Bank to cancel and/or suspend such transaction nor request the Bank to demand a return of the fund or debit from the recipient's account for refund. In such case the Applicant must contact directly with the recipient to demand a return of the said sum. The Applicant cannot demand the Bank to coordinate to contact with the fund recipient nor demand the Bank to indemnify and/or pay damages or refund the administration fee (if) paid to the Bank.
- 25.5.5 In case other person wishes to deposit and/or transfer funds into the Applicant's account registered with PromptPay System, the Applicant is required to notify such person wishing to deposit and/or transfer funds into the Applicant's account registered with PromptPay System to check the sum and information relating to the recipient, such as name and surname, to ensure that they are correct and corresponds to the purpose of the transaction prior to the confirmation of each deposit and/or transfer funds into the Applicant's account which is the recipient's account. If there occurs any doubts or suspicions as to the precision of the sum or accuracy of the recipient's details, the person must cancel or terminate the transaction immediately. If the person continues with the transaction until completion, he/she must accept that such transaction has immediate effect and the person cannot request the Bank to cancel and/or suspend such transaction nor request the Bank to demand a return of the fund or debit from the recipient's account for refund. In such case the person must contact directly with the Applicant to demand a return of the said sum from the Applicant. The person cannot demand the Bank to coordinate to contact with the Applicant nor demand the Bank to indemnify and/or pay damages or refund the administration fee (if) paid to the Bank.
- 25.5.6 The Applicant must, under all circumstances, bear the responsibility for any damages and legal consequences arising out of any dishonest linking of the identification number or mobile phone number of other person with the Applicant's deposit account.

### **25.6 The Bank's Liability**

The Bank will be liable only for reasonably foreseeable damages arising out of its willful default or gross negligence. It shall not be liable for any damages occurred under unforeseeable special circumstances. The Applicant also agrees that under no circumstances shall the Bank be held liable for any of the following events:

- 25.6.1 The Applicant closes the deposit account registered with this Service resulting in the Applicant and/or other persons being unable to deposit and/or make fund transfer via this Service or any deposit account-related transactions to be provided in the future.
- 25.6.2 The Applicant cancels the use of the mobile phone number but does not inform the Bank.
- 25.6.3 There occur events of Force Majeure or events beyond the Bank's control including events relating to power system, computer system, internet system or internet service providers, ITMX systems, telecommunication system, network and/or service applications, connection system, malfunction, fault or interruption of any hardware and devices, or any other events beyond the Bank's control or instruction or inability to be aware of such delay, fault or error, or attack by computer virus or illegitimate acts, or the Bank stops this Service for the purpose of system improvement or maintenance resulting in the Applicant's being unable to use this Service after the Bank has notified its customers through communication channels determined by the Bank.
- 25.6.4 Any delay, error or fault of the computer system, hardware or devices of the Applicant or the Bank or the internet service provider or ITMX or other communication networks except where such delay, error or fault is caused by the Bank's willful default or gross negligence.
- 25.6.5 The Applicant fails to comply with the terms and conditions of this Service or ignores the security measures of this Service.

### **25.7 Fees**

The Applicant agrees to be bound by and comply with the terms and conditions of this Service and agrees to pay administration fee, service fee and expense in relation to the use of this Service which are determined by the Bank and notified to the Applicant by public announcement through the Bank's various communication channels, such as, posting of an announcement at the Bank's offices and buildings, and website of the Bank (<http://www.uob.co.th>). These notices are subject to changes by the Bank through an advance notice of at least 30 days. In respect of a change which will be beneficial to the Applicant, the Bank will notify in writing within 30 days after its effective date. As for a change which will deprive the Applicant of certain benefits, the Bank will notify in writing within 30 days before its effective date. The change so announced shall form part of these terms and conditions.

For the convenience of payment of any administration fee and/or service fee or expense in relation to the use of PromptPay Service, the Applicant agrees for the Bank to debit the sum for payment of the fee and/or service fee or expense in relation to the use of PromptPay Service from the Applicant's deposit account linked with PromptPay Service without having to notify or obtain consent of the Applicant.

### **25.8 Cancellation of Service**

- 25.8.1 The Bank is entitled to suspend or cancel all or any part of this Service provided to the Applicant hereunder at any time by notifying the Applicant in advance; however if the Bank is unable to give an advance notice, the Bank will notify the Applicant as soon as possible. The

Bank may suspend or cancel the use of PromptPay Service immediately and the Applicant has no claim for damages in the following events.

- 25.8.1.1 PromptPay Service linked deposit account is closed and/or its status is changed by the Applicant or the Bank according to the Bank's rules.
- 25.8.1.2 The Bank suspects or there occurred events which lead the Bank to suspect that the use of PromptPay or the deposit account linked with this Service is related to the commission of offences under the law governing anti-money laundering or financial support of terrorism; or is used for or in activities against the law or in contrary to the public order or good morals; or constitutes transaction which may be illegal or abnormal; or is considered fraud or corruption; or violates the law; or is used for hacking the internet banking account of the Applicant; or involves with any other illegitimate acts.
- 25.8.1.3 The Bank is required to comply with the laws, rules, regulations or orders of the court or competent officials.
- 25.8.1.4 ITMX notifies the Bank of the cancellation of the mobile phone number registered with this Service or the re-cycling of the number to other person.
- 25.8.1.5 The Applicant's account is subject to computer data theft or hacking.
- 25.8.1.6 The Applicant may De-register and/or cancel this Service at any time through the channels provided by the Bank regardless of which channel the Applicant has originally registered this Service with the Bank.

### **25.9 Change of Account Number**

The Applicant agrees and acknowledges that if the number of the deposit account linked with PromptPay Service is changed due to whatever cause, the application for PromptPay Service filed with the Bank shall continue to bind such deposit account whose number is changed with immediate effect in all respects with no need for the Applicant to file a new application.

### **25.10 Evidence being Electronic Data**

The Applicant acknowledges that any information, record of use of PromptPay System, evidence or documents as well as the electronic data which is collected and processed for service provision by the Bank or any other banks in relation to the provision of PromptPay System, the processing of data relating to the service used by the Applicant and/or any other persons having any relationship with the Applicant through the use of the identification number and/or mobile phone number registered with PromptPay System shall constitute the non-tampered information kept under the standard procedures and shall be used as legal evidence. They can be raised as evidence against the Applicant and/or other persons and/or other banks having relationship with the Applicant despite the fact that such information is electronic data.

### **25.11 Notice**

Any notice, letter or demand of the Bank sent to the Applicant via post or electronic mail or SMS to the address notified by the Applicant to the Bank shall deem to be duly served to the Applicant. In case of change of the said address, the Applicant must notify the Bank at the Bank's branch or the Bank's Call Center only.