





# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

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# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

## DEFINITIONS

### SECTION A

#### 1. GENERAL, INTERPRETATION AND DEFINITIONS

1.1 By applying for or using any Account, Card or Service, you are deemed to have read, understood and accepted all of the terms and conditions set out herein, as may be amended, modified or supplemented from time to time (these "**General Terms**"). These General Terms apply to any Account, Card or Service which we provide, and each time you use any of them. These General Terms supplement and are to be read together with:

(a) the terms and conditions governing the specific Account, Card or Service offered by us alone or by us together with third parties ("**Specific Terms**"); and

(b) the terms and conditions of any other document or agreement governing your relationship with us ("**Other General Terms**"),

each as may be amended, modified or supplemented from time to time. (together, the "**Other Terms**").

1.2 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in the first mentioned document shall prevail over the second mentioned document:

(a) the Specific Terms;

(b) these General Terms;

(c) the Other General Terms.

#### 1.3 General construction and interpretation

(a) **Our discretion**: whenever we are required to act, make a determination or exercise judgment in any other way, we may do so in our sole and absolute discretion.

(b) **When we act or refuse to act**: on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by Applicable Law.

(c) **Timing**: if we receive any instruction on a non-Business Day or after the specified clearance or cut-off times, we may treat the instruction as received on and may only carry out that instruction on the next Business Day.

(d) Words importing a singular number includes the plural number and vice versa.

(e) Words importing the masculine gender includes the feminine or neuter gender.

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(f) Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these General Terms.

(g) Any phrase introduced by the terms "other", "including", "include", and "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### 2. TERMS OF USE AND INSTRUCTIONS

2.1 Unless otherwise accepted by us and subject to the terms and conditions of such acceptance, you acknowledge and agree that all of your instructions must be given through Digital Services; and that instructions once given to us are irrevocable and binding on you; and you shall not dispute any instruction so given.

2.2 You are responsible for accuracy and completeness of all instructions and shall ensure that all instructions are given in the manner specified by us and in compliance with the Applicable Laws and that your Account has sufficient funds for us to carry out any instruction and you must follow our instructions in connection with the Accounts, Cards, and Services

2.3 We can disregard any instruction or refuse to provide or allow you to use any Account, Card or Service if:

(a) your identity cannot be verified to our satisfaction;

(b) we are of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear, conflicting, fraudulent or not given in a manner specified by us;

(c) it is not given in accordance with our operating mandate, against our business practice or any internal policy or procedure;

(d) it appears to conflict with another instruction from you

(e) it is unreasonable and impracticable to do so;

(f) it is against any Applicable Law (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, the United Nations and the European Union);

(g) it results in an Account being overdrawn or exceeding the daily transfer limit or category limit on the Account or the transaction limit for any Account, Card or Service being exceeded;

(h) if a minimum balance requirement applies to the Account and the instruction would cause the Account balance to fall below that minimum balance; or

(i) circumstances beyond our control prevent your instructions from being carried out; or you have not provided us with all documents, verification and information we require.

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2.4 We do not guarantee that (i) an instruction will be carried out within a particular timeframe or in any particular order, (ii) there will be no time lag between the time you provide an instruction and the time the instruction is carried out by us, or (iii) an instruction will be completely secure. The risk of fraud, misunderstanding, error, or delay in the instructions given to us are entirely at your own risk.

2.5 We may:

(a) act on any instruction we believe in good faith has been given by you;

(b) act on incomplete, unclear, conflicting or multiple instructions if we reasonably believe we can correct the information or determine the order of acting without referring to you;

(c) require the use of Access Procedures for certain types of transactions and may, from time to time, specify additional conditions or change or implement new security procedures for accepting instructions;

(d) cancel, refuse, or reverse any action taken on the basis of an instruction, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the Account as overdrawn or exceeding its limits, if:

(i) we need to correct any error or omission;

(ii) we are required to return funds to the payer or drawer;

(iii) we have not received cleared and unconditional funds in full or in time;

(iv) our internal checks indicate that the instruction was not from you; or

(v) we have reasonable grounds to do so for any other reason whatsoever or if we deem that action to be necessary, desirable or appropriate; and

(e) subject to our conditions, we agree to the variation or cancellation of any prior instruction request from you, we will try to vary, cancel or stop a transaction, as the case may be, but we will not be responsible for any Loss you incur if we cannot do so.

2.6 You agree that where any person uses the Access Procedures to use or access the Services or issue instructions through the Services or where the signature or the authorisation on the face of an instruction appears to be similar to the signature or the authorisation in the operating mandate, we may act on such instruction since:

(a) we shall regard that person to be you;

(b) any use or access of the Services shall be deemed to be used or accessed by you; and

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(c) any instructions shall be deemed to be instructions that were validly issued and authorised by you and shall be valid, binding and enforceable on you.

Accordingly, we may act on such instructions or allow any such person to use or access the Services without performing any check on such person's identity, the authenticity of any person's instructions or any person's authority to use or access the Services.

2.7 If we believe that you become bankrupt, lack capacity, or pass away, we may freeze or suspend operations on any Account, Card or Service, not act on any instrument presented or any instructions received, and refuse access to the funds in the Account or to any Card or Service without being responsible for any Loss thereby incurred by you, your successors or anyone else until we receive, to our satisfaction, evidence of the person(s) who have the legal authority to manage the Account, Card or Service.

2.8 You must give us instructions when you want to change or cancel the operating mandate or when you want to change any signature. We are entitled to a reasonable period to process the change or cancellation. Any such instruction submitted to us will be effective only upon our written confirmation to you that your instructions have been accepted by us.

2.9 We may honour, for a payment, all instructions given and instruments signed in accordance with the previous operating mandate if these instructions and instruments are dated before, but presented after, we have received and accepted your instruction in accordance with Section 2.8 above.

### **3. COMMUNICATIONS**

3.1 If there is any change in your particulars or contact details, you must notify us by such mode or method specified by us.

3.2 Notices, information, documents and communications will be sent in the manner we deem appropriate via the Digital Services and in accordance with the Applicable Laws (including through Push Notifications sent to your Equipment (whether or not you are logged into the Digital Services), or notifications / information feeds in the App; or sent to your last known address, phone number or email address in our records; or through the display of notices at our branches, our ATMs, or our websites; or via the statement of accounts we send to you; or via a daily newspaper, radio or television broadcasts; or via Third Party Links.

3.3 You shall take all steps necessary to allow Digital Services to send Push Notifications to your Equipment and send notifications via the App; including enabling Push Notifications and ensuring the App is accessible to you. You acknowledge that if you do not take such steps, you may not receive such notifications.

3.4 You agree that unless otherwise expressly provided in writing, any notices, information, documents and communications sent by us to you will be deemed effective or received by you:

(a) if sent by post to an address within Thailand, the following Business Day after posting;

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- (b) if sent by post to an address outside Thailand, five Business Days after posting;
- (c) if sent by fax, electronic mail, SMS or via the Digital Services, at the time and date it is despatched from our Equipment to you;
- (d) if sent by hand, at the time of delivery;
- (e) if displayed at our branches, on our ATMs, or posted on our website or Third Party Links, on the date of display or posting;
- (f) if advertised in the newspaper, on the date of advertisement; and
- (g) if broadcast via radio or television, on the date of broadcast.

3.5 We shall not be responsible for notices, information, documents and communications after they are sent. You remain responsible for all actions taken based on such notices, information, documents and communications.

3.6 Your communications and notifications to us through the Digital Services are effective when actually received by us in a legible form.

3.7 You must not use email to send us any communication and notification in connection with your Accounts, Cards, or Services.

### 4. STATEMENTS AND RECORDS

#### ***Statements generally***

4.1 We may issue statements or confirmation advices for your Accounts periodically, in any form as prescribed by us, and by any mode of delivery as we may determine. If there is no activity in the Account, we may not issue any statement. If you have opted for statements of account to be made available via electronic means, no statement will be sent by post.

4.2 If we issue consolidated statements, no separate statements will be issued separately for each Accounts or Cards

4.3 You must:

- (a) carefully check each entry in the statement of account and confirmation advice for accuracy as soon as you receive it;
- (b) promptly report to us any irregularity, discrepancy, inaccurate or incorrect omission or entry, error, or unauthorised transaction; and

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(c) report to us as soon as possible if you do not receive or are unable to access any statement or confirmation advice that is due to you.

### ***Electronic statements***

4.4 Where we issue statements and confirmation advices in electronic form (collectively, the “**Electronic Statements**”), you agree that:

(a) Electronic Statements may be applied subject to specific product/service features and made available to you through the Digital Services, by email, or by any other methods as we may determine. We are not liable for any non-receipt of the Electronic Statements, whether resulting from our mode of delivery, or an invalid email address or mobile number, or otherwise;

(b) you shall provide your updated email address or mobile number of which you are the registered or authorised user or such other information we request to make the Electronic Statements available to you;

(c) we can continue to make available the Electronic Statements through the Digital Services or such other channels as we may designate from time to time even if the email address or mobile number in our latest records is invalid; and

(d) notwithstanding that Electronic Statements are issued, we may also issue printed copies of the statements and confirmation advices to your last known mailing address in our records.

(e) Electronic Statements may not be available at specified times due to updating, upgrading, maintenance or enhancement works. To the extent permitted by applicable law, we shall not be held liable for any losses, costs and/or expenses suffered /incurred by you or any third party due to such disruption to or unavailability.

(f) Upon successful enrolment for the Electronic Statement, such Electronic Statements shall be available to you from the next statement date onwards and you may view, download or print such Electronic Statements form Digital Services. No physical copy of statement will be sent to you.

(g) Electronic Statements shall be available for viewing for a period of sixty (60) months from the dated stated or such period as determined by us.

(h) Electronic Statements shall be deemed to be delivered on the date they are made available for viewing through the Digital Services and such Electronic Statements will be deemed to have been sent and received by you

### ***Records of transactions***

4.5 The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice, as transactions completed after cut-off times or on non-Business Days may be processed at a later date

4.6 We may destroy, erase or stop maintaining any record (whether in paper, electronic, data or other form) after such time as permitted by Applicable Law.



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4.7 Nothing in this section shall prevent us from rectifying any errors or omissions in any statement or confirmation advice and any such amended statement or confirmation advice shall be binding on you.

### ***Conclusiveness of records***

4.8 Any recording or note made by us of any instruction shall be final, conclusive and irrefutable evidence of that instruction.

4.9 Any document relating to any Card Transaction bearing your signature shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by you.

4.10 You agree that, absent manifest error:

(a) all instructions, acknowledgments and agreements (including data, images, records and documents containing those instructions, acknowledgments and agreements) in electronic form (collectively, "**Electronic Records**") are final, conclusive, binding, and irrefutable evidence of the instructions, acknowledgments and agreements; and

(b) our records in any form (including Electronic Records) and any certificate (including any statement, report or communication) we issue, or decision we make, about a matter or an amount payable, are conclusive, final, and binding.

4.11 You further agree that any Electronic Records are deemed original documents in writing and that you will not challenge their validity, admissibility or enforceability on the basis they are in electronic form.

## **5. REPRESENTATIONS AND WARRANTIES**

5.1 You represent and warrant, at all times, that:

(a) you have full legal capacity and authority to open, maintain and operate all Accounts, Cards, and Services you have with us, and to give us all instructions in connection with the foregoing, and to comply with your obligations under these General Terms;

(b) you have the power and have obtained all authorisations, consents, licences, or approvals necessary to agree to these General Terms, and you will ensure the same are maintained in full force and effect;

(c) your obligations under these General Terms are valid, binding and enforceable and will not breach any agreement, authorisations, consents, licences, or approvals or Applicable Law;

(d) you will not use any Account, Card or Service in a manner which would contravene any Applicable Laws, these General Terms, or such other guidelines or requirements as the Bank may otherwise specify from time to time;

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(e) you are the beneficial owner, acting for your own account and all Accounts and Cards belong to you as principal and not as trustee, agent, or nominee for any other person. In this regard, you also acknowledge that we do not have to recognise any person other than you as having any interest in the Account or Card, and you agree that you shall use the same signature for all Accounts, Cards, or Services;

(f) you have not withheld any information, and all information you provide to us is true, accurate and complete and if there is a change in the information provided, you will report the change as soon as possible to us;

(g) you will not (i) offer, promise or give; or (ii) agree to receive or accept, any bribe;

(h) you will comply with all Applicable Laws in all jurisdictions that apply to you, including reporting your worldwide income to any applicable tax authority;

(i) you do not have immunity from jurisdiction of any court or from legal process;

(j) you accept the risks in connection with the use of the Services; and

(k) you will provide us with any assistance, information, or documents that we may need from time to time (whether for us to comply with our obligations under all Applicable Laws, to act on your instructions, for the operation of the Account, Card or Service, or otherwise).

5.2 We make no representation, warranty, or undertaking of any kind, whether express or implied, statutory or otherwise:

(a) as to the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any notices, information, documents and communications, in any form, transmitted via our Services, through e-mail or by SMS;

(b) that the Biometric Access Service will meet your requirements, or will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time;

(c) as to the security of the Unique Biometric Identifier authentication function of any Equipment and whether it works in the way that the manufacturer of the device represents; and

(d) that the functions contained in, or services performed or provided by, the Services will meet your requirements, that the operation or availability of the Services will be uninterrupted or error-free, or that the Services will be free from errors or defects.

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### 6. SECURITY PROCEDURES AND RESPONSIBILITIES

#### *Use of Access Procedures*

6.1 We may issue to you a Password in any combination of letters, numerals and characters.

6.2 We may deactivate or revoke the use of any Access Procedure. In such case, we will notify you before such deactivation or revocation. In the situation we deem appropriate to protect your benefit, we may deactivate or revoke without giving prior notice.

#### *Required security precautions*

6.3 You shall:

- (a) take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorised use of your Account, Card, or Digital Services;
- (b) keep your Password confidential at all times, and not allow anyone (without exception) to use your Password, as you are responsible for all transactions undertaken with your Password;
- (c) not use the Card after the Account is closed or after we tell you that the Card has been cancelled or that we have withdrawn the use of the Card;
- (d) cooperate with us in any investigation or court proceeding, including permitting us or any supervisory or regulatory body to have access to your Equipment as we or the supervisory or regulatory body may request, and you shall cooperate in answering any of their queries in relation to any aspect of the Digital Services;
- (e) promptly, upon our request, cut the Card in half or return the Card to us, and, for Cards in electronic form, remove such Cards from your Mobile Wallet in any and all Equipment you had the Card installed on; and
- (f) except as and when so required by us in Section 6.3 (e) above, ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.

6.4 You must make a report to us as soon as possible when you:

- (a) suspect or become aware that your Card, Equipment, Password is lost, stolen, misused or tampered with;
- (b) suspect or become aware that a third party is aware of your Password; or
- (c) suspect or become aware that there has been unauthorised access to or use of your Card, Account, Equipment, Password.

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6.5 If you inform us that the security of your Password (including your Unique Biometric Identifier) has been compromised, we may require you to change the Password, re-register your Unique Biometric Identifier or cease the use of the Biometric Access Services.

### 7. USE AND DISCLOSURE

7.1 In order to provide you with certain Services, we may need to analyse your transaction behaviours and send you relevant service/benefit notifications based on our analysis.

7.2 Without prejudice to our rights to collect, use or disclose personal data under the Applicable Laws, you agree and acknowledge that we, our officers, employees, directors, agents or any other persons who by reason of their capacity or office have access to our records, correspondence, or any material relating to you or any Account or Card held by you, may disclose any and all information whatsoever (including personal data) relating to you, including details of the Accounts and Cards (whether held alone or jointly), your credit standing and financial position, and any facility granted to you, for any of the purposes below:

- (a) to any person or organisation providing electronic or other services to us, in any jurisdiction, for the purpose of providing, updating, maintaining and upgrading the said services (including any investigation of discrepancies, errors or claims);
- (b) to any person or organisation whether in any jurisdiction, which is engaged by us for the purpose of performing, or in connection with the performance of our services or our operational functions where such services or operational functions have been outsourced;
- (c) to any person or organisation for the purpose of creating, improving, administering and delivering products and services;
- (d) to any person or organisation for the purpose of processing or verifying any of your instructions or transactions;
- (e) to any person or organisation for the purpose of verifying your identity and validating information;
- (f) to any person or organisation for the purpose of meeting UOB's compliance requirements or carrying out UOB's internal operational purposes;
- (g) to any third party who may have introduced you to us and who may from time to time undertake advisory or marketing functions in relation to any transactions contemplated under these Terms;
- (h) to our agents for the purpose of printing statements, advices, correspondence or any other related document;
- (i) to credit card companies and financial institutions in connection with credit card enquiries or use of the Card;

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(j) to other banks, financial institutions, credit bureau or credit reference agents, only for credit information on you;

(k) to Payee Corporations, in connection with the payment of bills;

(l) to any actual or potential participant or sub-participant relating to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee of the banking agreement;

(m) to any bank, financial institution or non-financial institution, trader or merchant, or other party accepting the use of the Card and their agents or contractors in respect of transactions using the ATMs of other banks or financial or non-financial institutions or points of sale terminals, or other card operated machines or devices approved by us;

(n) to any person who has agreed to provide or is providing security for the Account or to us for sums payable and Liabilities owing by you;

(o) to any person who stands as guarantor or surety for your Liability or is jointly or jointly and severally liable with you;

(p) to any receiver appointed by us;

(q) to external auditors, consultants and professional advisers;

(r) to any national or international law enforcement, regulatory, governmental or judicial authority;

(s) to any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection; and

(t) to any other person to whom such disclosure is considered by us to be necessary, desirable or expedient, whether in order to provide you with services in connection with or otherwise in relation to the Account, Card or Services.

7.3 Without prejudice to the foregoing, you further agree and acknowledge that we (including our officers, employees, directors, agents and representatives) may disclose the following information in the message or payment instruction accompanying any wire transfers instructed or requested by you:

(a) your name;

(b) your account number/unique reference number;

(c) your address, unique identification number, date and place of birth; and

(d) any other information required in connection with the payment.

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### 7.4 Collection, Usage and Disclosure of Information

If the Bank collects, uses and/or discloses any information which relates to or is regarded as personal data under the applicable personal data protection laws including the Personal Data Protection Act B.E. 2562 (2019), as amended from time to time (collectively the "**Personal Data Protection Laws**"), the Bank shall adhere to the Personal Data Protection Laws governing the collection, use, disclosure, access, correction, maintenance and protection of such personal data, as well as the Bank's Privacy Notice.

For the purpose of this Clause, **the Bank's Privacy Notice** means the document, provided and/or announced by the Bank from time to time in connection with the Personal Data Protection Laws to the relevant individuals, that designates all means and rationales for the Bank to collect, use, disclose and manage the individuals' personal data, and shall be deemed an integral part of this Terms and Conditions.

To the extent permitted by the applicable laws, the disclosure of personal data, information of credit/service, history, status, electronic information and any other information relating to you shall be made to the Bank's parent company, associated companies, subsidiary companies, group companies, affiliated companies and/or branch offices of any of those entities (either located domestically and/or internationally), including directors, employees, contractors, outsourced service providers, representatives, agents, business facilitators, subcontractors, business partners that jointly develop co-branded products to support the Bank's services, or for the benefit of debt collection, auditors, appraisers and professional advisors of any of those entities, security providers, guarantors, mortgagors, pledgors (if any of those persons is a third party), assignee, governmental authorities and regulatory bodies having authority over the Bank, or any person who has a legal relationship with the Bank to the extent necessary for the performance of the Bank's obligations under this Terms and Conditions, including for the purpose of analysis or consideration for granting a credit facility, debt restructuring, renewal or review of any available credit facility, processing of credit information, digital verification of individuals' identity, business operation, any provision of services in order for the Bank to equitably and continually provide services to the customer or for any other purposes permitted by law.

Notwithstanding the foregoing, you agree and consent that the Bank shall be entitled, to the extent permitted by law, to maintain, collect, use, disclose to any third party (either domestically and/or internationally) and access your data which is not regarded as personal data under the Personal Data Protection Laws, as the Bank deems appropriate.

The Bank's Privacy Notice, the provision of this clause and such other provisions in this Terms and Conditions of which their respective nature is intended to continue post-termination, shall survive any termination or expiration of this Terms and Conditions or any services, financial services provided by or to the Bank or credit facilities provided by the Bank including any agreements or arrangements relating thereto.

#### ***Disclosure of personal data for co-brand cards***

7.5 You agree that, where the Card is a co-brand card ("**Co-brand Card**"), all personal data provided by you for the Co-Brand Card and information and details of your Co-Brand Card account(s) which may be issued to you and transactions made thereunder may be shared by us with the respective co-brand partner associated with the Co-Brand Card ("**Co-Brand Partner**") to enable the Co-Brand Partner and its agents and authorised service providers



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to collect, use and disclose your personal data to any person the Co-Brand Partner deems appropriate or necessary for the purposes of:

- (a) your Co-brand Card application and providing services associated with the Co-Brand Card account; and
- (b) administering any benefit, privilege and term applicable to the Co-Brand Card account.

Where we share your personal data with the Co-brand Partner, we shall, to the extent practicable, ensure that the Co-Brand Partner treats the personal data shared by us as confidential and only use the personal data for purposes designated by us.

7.6 You acknowledge and agree that the Co-Brand Partner and us may be separately collecting, using and disclosing your personal data. Each party will only be responsible for its own collection, use and disclosure of your personal data, and shall not be liable for the other party's handling or use thereof. You agree to directly address any queries, access or correction requests, or complaints in relation to the handling of your personal data to the relevant party.

### 8. PAYMENT RESPONSIBILITIES

8.1 You are responsible for:

(a) making all payments under these General Terms and Other Terms, including any bank charges, commissions, administrative charges, interest and fees charged by any party (including ourselves, any other bank, financial or non-financial institutions, agents or contractors) in connection with your use of the Account or any Service; and for handling garnishee orders, injunctions or other court orders, judgment or proceedings relating to your Account or the monies in the Account;

(b) ensuring that payments you make are in immediately available funds and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings, you must ensure that the amount we receive is equal to the amount payable in the absence of the deduction or withholding;

(c) paying all taxes (including all goods and services tax) imposed on or payable in respect of any amount incurred on or debited to the Account, and we are entitled to debit the amount of such tax(es) from the Account. You must reimburse us if we are required by law to collect and make payment in respect of such taxes;

(d) paying the interest (at a rate we determine and inform you in accordance with the Applicable Laws) specified on:

(i) all service charges;

(ii) the unutilised amount of any credit facility granted by us;

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(iii) other sums due and payable to us; and

(iv) all Loss suffered or incurred by us for taking action to safeguard our position under these Terms;

(e) ensuring that all payments to us are received by us on the due date in full and in the currency in which they are due.

8.2 You must make payment of either the amount of minimum payment sum (the “**minimum sum**”) or the full outstanding amount specified in your Card statement by the specified due date (“**Due Date**”). Otherwise:

(a) the amount of the minimum sum that remains unpaid will be added to the amount of the following month’s minimum sum;

(b) you will be liable to pay late payment charges and interest on the unpaid amount; and

(c) we may suspend the use of any one or all Cards.

8.3 If we have only received the minimum sum by the Due Date, you must pay interest on any amount remaining unpaid.

8.4 Please see TMRW Fees and Charges for details on the applicable charges and interest.

8.5 Notwithstanding any term in these General Terms, we may demand from you at any time an immediate repayment of any amount you owe us.

### ***Application of Payments***

8.6 We may apply payments received by us in any order of priority and in any manner we think fit or any other sums due that the Bank is entitled by laws to receive, in the proportion, order and manner according to the normal practice of the Bank.

8.7 If there is any credit balance on the Account, we may, without prejudice to other rights we have, pay for all or any part of such credit balance:

(a) to you by such mode as we may decide (including by way of cashier’s order, or funds transfer to any of your banking account(s) with us); or

(b) to your executor(s) or administrator(s) in the event of your death, and shall not be obligated to enquire about the beneficial rights to such funds.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

### 9. AMENDMENTS / VARIATION

9.1 To the extent permitted by law, the amendment or exception to or under any terms and conditions shall not be made without the Bank's prior written consent.

However, in the event that there is an amendment to the terms and conditions of any product or service in relation to any terms and conditions that impacts on the customers' use of services such as fee adjustments for the use of financial products or services corresponding to the increased costs, changing service channels, changing conditions or benefits of a financial product or service, changing due date for debt settlement, the Bank shall communicate to or notify you of the material information of such amendment not less than 30 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or where the customer defaults on the debt or fails to comply with the terms and conditions of using the financial services, the Bank shall be entitled to only notify such actions to you after such amendment within a reasonable period of time, except where the parties have agreed otherwise.

In this regard, communicating or giving material information of the change under the preceding paragraph does not include cases where the Bank is required to take action under the law or order of the court or government agency.

In the event that such amendment affects the service available to you, materially causing disadvantageous or increase burdens to you such as increasing credit card limit or cash card, changing method of notification, the delivery of information and documents from the original format to the electronic data format, you have the right to give consent or deny such changes. In the event that you wish to change such conditions, you shall give consent for the change within the period and formats as specified by the Bank.

9.2 We may at any time:

- (a) change the operating hours or the time period during which any Account, Card, or Service may be available;
- (b) set or change the frequency or manner of use of any Account, Card, or Service;
- (c) limit, cancel or suspend the operations or use of any Account, Card, or Service; and
- (d) refuse to re-issue, renew or replace the Card,

and where any of the events specified in (a) to (d) above occurs, we will notify you as required by the Applicable Laws.

9.3 We do not guarantee that the Accounts, Cards, and Services will always be available and uninterrupted.

9.4 We reserve the right to reject any application for any of the Accounts, Cards, or Services, without assigning any reason whatsoever.

## **GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING**

9.5 We are not liable for any Loss, if we limit, cancel, or suspend the operations or the use of any Account, Card, Service, or Mobile Wallet, due to:

- (a) any force majeure or cause beyond our control;
- (b) the unavailability of or inaccessibility to your records, the Accounts, Cards, or Services; or
- (c) any other reason we believe is necessary, desirable or appropriate.

9.6 If we provide and you use any new, additional or enhanced Account, Card, Service, or product, the terms and conditions governing the new, additional or enhanced Account, Card, Service, or product will be binding on you.

### **10. OUR RIGHTS OF DEBIT / SECURITY AND SET OFF**

#### ***Debit your Account***

10.1 Without prejudice to any other rights we may have, we may debit your Account for all sums due and owing to us even if you incur a Loss in interest earnings or a reduction in the original principal amount due to bank charges or adverse exchange rate movements.

You agree and consent to our debiting or transferring money from account(s) that you are allowed to use with Digital Services in order to complete your instruction and to make any payment for fees and service charges and/or other obligations that you are required to pay to us further to your use of the such services at the rate announced by us and/or as may be adjusted by us from time to time.

#### ***Right of Set-Off***

10.2 Without limitation to any other rights we have and to the fullest extent permissible under the Applicable Laws, we may, without your prior consent and without prior notice to you, combine or consolidate any number of your Accounts in Thailand or overseas (whether held alone or jointly, or under any style, name or form including trade names of sole-proprietorships), set off your monies or credit balances (whether matured or not) in these accounts against your Liabilities. Bank will notify such actions to you after such actions within a reasonable period of time.

10.3 You must resolve any complaint against a Payee Corporation with them directly and no claim against the Payee Corporation may be set off or claimed against us.

10.4 If there is a dispute with any Payee Corporation in respect of a payment, a refund for the transaction will be made to you only after the Payee Corporation has refunded the payment to us.

# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos and all other intellectual property rights in the Accounts, Cards, and Services, and their respective contents, including improvements, developments, ideas, concepts, know-how or techniques in connection with the Digital Services, and the functions, systems, and applications in the Digital Services (collectively, “**Intellectual Property**”) (except for information pertinent to your Account(s) or information personal to you in your capacity as our customer), are solely owned by us or licensed for use by us. You must not use or reproduce the Intellectual Property.

11.2 Subject to these General Terms, the Bank grants you, for the duration of the General Terms, a personal, limited, revocable, non-transferable and non-exclusive licence to enable access and use the Digital Services on any Equipment used by you. You may not sub-license this licence or any other right granted under the General Terms.

11.3 No part of the Accounts, Cards, or Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without our prior written consent. You shall not reverse engineer or attempt to extract the source code of the software provided to you by us in connection with the Digital Services without our prior written permission.

11.4 The Digital Services may include software that is licensed by third parties (“**Third Party Licensors**”). You shall not use the Digital Services in a manner which infringes the rights of the Third Party Licensors in any way. You will be liable if your use of the Digital Services infringes upon the rights of the Third Party Licensors.

## 12. FEES / CHARGES / DEFAULT INTEREST

12.1 The fees and charges payable by you will be determined by us and may change from time to time. Any change in the amount of fees or charges payable will be notified to you in accordance with our usual practice and the Applicable Laws.

12.2 There will be no refund of any fees or charges payable upon the termination of the Account, Card or Service.

12.3 We are entitled to debit the Account at any time for any fees or charges due and owing by you to us even if the Account would be overdrawn as a result.

12.4 The default interest will be calculated in accordance with our usual practice and will be payable before and after judgment.

12.5 Please see TMRW Fees and Charges for details of the applicable fees, charges, and default interest rates. You agree to pay the fees and charges applicable to the services which are accessible via Digital Services which are set out in the TMRW Fees and Charges and 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

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

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/personal/announcement/index.page](http://www.uob.co.th/personal/announcement/index.page))

### 13. CURRENCY CONVERSION / UNAVAILABILITY OF FUNDS

13.1 We may convert one currency into another at our prevailing rate of exchange. This includes:

(a) conversion of any credit balance in your Account or other amounts we may owe you to any other currency for the purpose of carrying out any instruction, crediting of any Account, assessing your Liabilities or enforcing our rights under these General Terms or under any Service or Account (including to effect any set-off or consolidation by us of the Accounts);

(b) conversion of any Account balance or any part thereof (and if we choose, together with the interest accrued on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we repay you the same in such currency, it will be in full and we will completely be discharged of our obligations; or

(c) conversion of any sum received by us (whether for credit into any Account or in payment of any Liabilities) in any currency into the currency of the Account or the currency in which payment is to be made.

13.2 We are not liable for any Loss or risks arising from any currency conversion; any decrease in the value of funds due to tax, depreciation, and/or fluctuation in exchange rates; or unavailability of the funds or currency you require. In case that any of the said event occurs, we may recover from you any Costs incurred.

### 14. EXCLUSION OF LIABILITY

#### **General**

14.1 To the fullest extent as permissible under the Applicable Laws, we are not liable for any and all Loss you may suffer in connection with the Accounts, Cards, or Services howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, provided that we will be liable for your direct Loss only to the extent such Loss is caused directly by our fraud, gross negligence or wilful misconduct.

14.2 Your access and use of the Digital Services is at your sole risk. To the fullest extent permitted by Applicable Law, the Digital Services are provided to you "as is" and "as available" basis. We disclaim all warranties and conditions (either express, implied or statutory) relating to the Digital Services, including its merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, availability, freedom from Malware, and non-infringement of third party rights.

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

### ***No Warranty on Links, Agents, Third Party Services or Disputes***

14.3 We may provide links to Third Party Links. However, this does not mean that we guarantee the contents of the Third Party Links, endorse the products or services offered, or have verified any information contained in the Third Party Links. Access to and the use of such Third Party Links is at your own risk and subject to the terms and conditions applicable to such access or use.

14.4 We may make use of agents, consultants, sub-contractors and third parties to provide the Digital Services (including any notices, information, documents and communications in connection with it); or provide banking services.

14.5 Certain Cards give you access to services provided by third parties. You are responsible for the cost of all medical, legal or other services provided by these third parties. You acknowledge that third party services are provided on a best-effort basis and that these services may not always be available for reasons such as time, distance or location. Neither we nor the third party service provider, or the party paying for these third party services (for example, Visa International Service Association or Mastercard International Incorporated), is liable to you for any Loss in connection with the services provided.

### ***No Advisory Duty***

14.6 The contents made available through the Digital Services are provided for general information only and should not be used as a basis for making any specific investment, business, or commercial decision. Unless we expressly agree in writing, we do not assume any advisory, fiduciary, or other similar duties to you. We assume and will rely on the assumption that you have taken the necessary independent legal, tax, financial, and other advice in relation to any Account, Card, Service, or transaction.

### ***Liability for Lost or Stolen Cards / Disclosure of Password***

14.7 If your Card is lost or stolen, or if your Password is disclosed without your authorisation, you will remain liable for all unauthorised transactions effected after such loss, theft or disclosure, unless you:

- (a) immediately notify us of the loss or theft of the Card or disclosure of the Password;
- (b) take all reasonable steps to help recover or stop the use of the Card;
- (c) provide us with any documents we require (e.g. police report or statutory declaration); and
- (d) have established to our satisfaction that you have not, by your acts or omissions (directly or indirectly), caused or contributed to the occurrence of the loss, theft or disclosure of the Password.

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

14.8 You will remain responsible for all transactions on your Account and Card which were effected before the loss or theft of your Card or unauthorised disclosure of your Password, but only presented to us for payment after we have received your notification of such loss, theft or disclosure.

14.9 You are responsible for notifying any Payee Corporations with whom there are standing payment arrangements on your Card or Account. If you do not notify the Payee Corporations, and the standing payment arrangements are not terminated, we may debit the amounts from any of your other Accounts or Card.

### 15. INDEMNITY

You agree to indemnify us and all our servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) in connection with:

- (a) your use of or any instruction you give us for any Account, Card, Service, Digital Service or transaction;
- (b) us acting on or carrying out or delaying or refusing to act on any instruction you or an Authorised Person gives us;
- (c) searches and enquiries we make in connection with you;
- (d) the provision of any Service to you and the performance of our functions as your banker;
- (e) the preservation or enforcement of our rights as a result of your non-compliance with any of these General Terms or the Other Terms;
- (f) any action, court orders, judgments and proceedings of whatever nature (whether taken by us or any other party against you or otherwise) relating to the Account, Cards, Services or the monies in the Account;
- (g) our compliance with any existing or future law or regulation;
- (h) taxes payable by us in connection with your Account, Card or Services; or
- (i) any increased cost in our funding if there is a change in law or circumstances.

### 16. TERMINATION BY EITHER PARTY

16.1 Either you or we may end our mutual banking relationship by giving each other prior notice in writing in accordance with these General Terms.

16.2 Termination does not affect any of your or our pre-existing rights and obligations.

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

16.3 We may also close and terminate any one or all Accounts, Cards, and Services without prior notice to you, if:

- (a) you do not follow our instructions in connection with the Accounts, Cards, and Services or if in our opinion you do not comply with any Applicable Law;
- (b) in our opinion, an Account, Card or any Service is not operated in a proper or regular manner or is inactive or dormant;
- (c) in our opinion, a banking relationship is no longer appropriate;
- (d) you threaten to breach or you have breached any Term, or any other term or agreement between us;
- (e) you have given us untrue, inaccurate, incomplete or misleading information;
- (f) you do not pay on time any amount due to us;
- (g) you pass away or become incapacitated;
- (h) you become insolvent or bankrupt;
- (i) any legal action or order is taken or enforced against you, or you have been convicted of a crime, or you have acted inappropriately;
- (j) anything happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with these General Terms;
- (k) you or we would otherwise breach any law or any agreement with a third party; or
- (l) in case of Account, you have not made any deposit or transaction, or you have not used your Account within 90 days from the Account opening date.

16.4 Upon the termination or closure of the Account or Card, or revocation of the Service, you must:

- (a) not use the Account, Card, or Service;
- (b) pay all fees, Costs, and amounts accrued to date;
- (c) return as soon as possible to us any property belonging to us;
- (d) reimburse us for any transactions we make based on your instructions after closure/termination of the Account or Card, or revocation of the Service; and

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

(e) notify any Payee Corporations with whom there are standing payment arrangements on your Card or Account. If the Payee Corporations continue to be paid, we may debit the amounts paid to your other Accounts.

16.5 Your responsibility to pay all fees, Costs, and amounts survives the termination of these General Terms.

16.6 If we close or terminate any Account or Card, or revoke any Service, we may discharge any payment obligation we have to you by paying you in any manner we select.

### 17. MISCELLANEOUS

#### *Waiver and Impairment*

17.1 Our rights under these General Terms or the Other Terms are not waived or affected by any delay in exercising those rights. Any partial exercise of our rights does not prevent us from exercising further rights or remedies.

17.2 These General Terms may be enforced in any country even if it is invalid or unenforceable in another country.

#### *Assignment*

17.3 These General Terms are binding on you and us and on our successors or assignees.

17.4 You cannot assign your rights and obligations under these General Terms.

17.5 We will obtain your consent prior to assigning our obligations under these General Terms, and you agree that such consent shall not be unreasonably withheld.

#### *Applicable Law and Dispute Resolution*

17.6 These General Terms are governed by and will be interpreted according to the laws of Thailand.

17.7 Any dispute arising out of or in connection with these General Terms or the Other Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Thailand.

#### *Actions Against Financial Crime*

17.8 We shall be entitled to take all actions we consider appropriate:

(a) if you initiate, engage in or effect any transaction (directly or indirectly) in connection with fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion (“**Financial Crime**”); or



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(b) if you are or become, or are or become associated with, or any asset is or becomes associated with, an individual and/or entity named in any list (including the Specially Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, antiterrorism or other related or similar programs enforced and administered by the relevant regulatory authorities or bodies, whether in Thailand or elsewhere (“**Sanctions Compliance**”).

17.9 Arising from any concerns that we have relating to Financial Crime or Sanctions Compliance, we may, at our absolute discretion and without any notice to you:

(a) close all Accounts and terminate all Services you have with us;

(b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the Services;

(c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services, and demand repayment of all sums outstanding; and/or

(d) make reports and take such other actions as we may deem appropriate.

### ***Thai Version to Prevail***

17.10 You understand that the content, functions and features of the Account, Card, Service and Digital Services and any communications will primarily be in the Thai language. We may, from time to time, provide you with a translation of all or any part of such content, function, feature, or communication into the English language solely for your reference only. In the event of any conflict or inconsistency between the English and Thai language versions, the Thai language version will prevail.

### ***Severability***

17.11 If any provision of these General Terms is found to be void, illegal, invalid or unenforceable, the other provisions of these General Terms will not be affected.

## **SECTION B**

### **18. GENERAL TERMS FOR PRIVILEGE SCHEMES**

18.1 We may, from time to time, carry various schemes, campaigns, programmes, or promotions (“**Privilege Schemes**”) on your Account, Card, or use of the Services; including on your use or purchase of products, goods or services from merchant establishments participating in these Privilege Schemes.

18.2 These Sections apply to your participation in the Privilege Schemes.

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18.3 To be eligible to participate in a Privilege Scheme, your Account and/or Card must be valid, in good standing and satisfactorily conducted, as determined by us.

18.4 Each Privilege Scheme is not valid with other offers, discounts, promotions, vouchers, coupons, privileges or other purchases of goods and services, unless otherwise stated.

18.5 Card Transactions which are cancelled or voided are not eligible for the Privilege Schemes.

18.6 We have the discretion to make decisions on all matters relating to the Privilege Schemes, including:

- (a) determining the Privilege Schemes, and the rewards, gifts, privileges, or benefits which may be granted thereunder (**“Rewards”**);
- (b) determining your eligibility for the Privilege Scheme;
- (c) determining the duration of the Privilege Scheme, and when the Rewards should be given; and
- (d) terminating, modifying, or changing the Privilege Schemes and the Rewards.

18.7 Unless otherwise stated, the Rewards are not transferable to any third party, are non-negotiable and not exchangeable for cash or other items.

18.8 If you are determined to be ineligible to participate in the Privilege Schemes, we are entitled to reclaim or forfeit any Reward given to you, including claiming the full retail value of the Reward from you.

18.9 We are not an agent of the merchant establishment participating in Privilege Schemes or the supplier of the Reward. Any dispute about the quality or service standard must be resolved directly with such merchant establishment and/or supplier. The merchant establishment and/or supplier may impose conditions upon the usage of and/or the granting of the Reward.

18.10 We will not be liable or responsible for:

- (a) any defect, quality, merchantability, the fitness or any other aspect of the Reward;
- (b) the acts, omissions, products or services of the merchant establishment participating in Privilege Schemes or the supplier of the Reward; or
- (c) losses arising in connection with the Privilege Schemes or redemption or usage of the Reward.

# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

## SECTION C

### 19. GENERAL TERMS FOR ACCOUNTS

19.1 These Sections apply to your use of the Account.

19.2 Different Accounts may have different requirements. We may change these requirements from time to time.

19.3 We may, by notice to you in writing, convert one type of Account into another type or close any Account.

#### ***Deposit Terms***

19.4 A deposit includes any deposit made in cash, by cheque, telegraphic transfer or by any instrument which is placed with us by any means or through the use of any Service.

19.5 All deposits are subject to verification and must be placed in the mode or manner as we may require from time to time.

19.6 We may give immediate credit for cash, cheques, drafts and instruments deposited, provided always that: (a) the amount will not be available for withdrawal until it has been unconditionally received by us; and (b) cash deposited may not be drawn on until it is available.

19.7 We can refuse to accept a deposit at our absolute discretion without giving any reason.

19.8 If we agree to accept a deposit, you must reimburse us with the required amount and we may debit the Account:

- (a) if the actual amount received by us is less than the amount recorded as credited to the Account;
- (b) if the draft or other instrument to effect the deposit is dishonoured, counterfeit, altered, and/or forged;
- (c) if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); or
- (d) if required by any Applicable Law.

19.9 If the amount recorded as deposited is different from the actual amount received, we may revise any document relating to the deposit including any deposit slip and your statements of account.

19.10 Deposit slips are not valid unless machine validated by us. Any receipt issued (including a machine validated deposit slip) cannot be used as evidence of title or receipt of the amounts stated on it.

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

19.11 Clearance times for different types of Accounts, cash or other instruments may vary. Deposits made after the specified cut-off times may not be processed until the following Business Day.

19.12 We receive instruments solely as agents for collection therefore, we will not be responsible for any non-payment or Losses incurred in connection with the instrument.

19.13 If you request for a dishonoured cheque to be returned, you agree that we may (even though we are not obliged to do so) return it by any means we select at your risk and expense.

19.14 You must not deposit cash or bearer cheques into cheque collection boxes or machines. If a deposit is made this way, it is made at your own risk and we will not be responsible for any Losses incurred as a result.

19.15 No monies in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to anyone without our prior written consent.

### ***Withdrawal Terms***

19.16 We may change or terminate any mode or manner of withdrawal for any Account and notify you of such change or termination, which shall be effective from the date specified in that notice to you.

19.17 We may refuse to act on any withdrawal instruction:

(a) unless such withdrawal Instruction is satisfactory to us; or

(b) if there are insufficient funds in the Account or which would cause the Account to be overdrawn.

19.18 Monies in the Account may be withdrawn at the branch where the Account is maintained, or if we agree, at our other branches in the same jurisdiction as we may permit.

19.19 The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made, may vary. If withdrawals are made after the cut-off times we specify, they may not be processed until the following Business Day.

19.20 All withdrawals must be in Local Currency regardless of whether the Account is denominated in Local Currency or not. If we agree to permit a withdrawal in a Foreign Currency, that withdrawal will be subject to:

(a) the availability of the Foreign Currency;

(b) the payment of applicable fees;

(c) the giving of any prior notice; and

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

(d) any other condition we may impose,

and paid by means of cable payments, telegraphic or electronic transfer, or by issuing drafts of a bank selected by us, or in any other mode or manner we may decide in accordance with all Applicable Laws.

19.21 You must ensure that the Account you choose to debit a transaction involving foreign exchange has sufficient funds. If the funds are insufficient, we may close out the foreign exchange position and cancel the transaction. You must then bear the fees and any Losses (including foreign exchange losses and replacement costs) incurred in connection with the transaction and the cancellation.

19.22 You may apply to set up direct debit or regular or periodic payments if permitted for the Account. We may, by informing you in writing, cancel or stop the direct debit or regular or periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by you or if required by law.

### ***Telegraphic Transfer***

19.23 You may apply for a telegraphic transfer to be made only if:

(a) we agree to your application;

(b) the minimum amount or maximum amount for telegraphic transfer is met; and

(c) you pay all fees required for the telegraphic transfer including fees for conversion of the currency into the currency of the destination country.

19.24 We will not refund any fees paid if we are unable to effect a telegraphic transfer unless the failure was solely and directly caused by us.

### ***Linking of Accounts***

19.25 If you have more than one Account with us, we may link the Accounts (such Accounts being "**Linked Accounts**").

19.26 We may, from time to time in our sole discretion, determine the types of Accounts that are eligible for linking and set conditions for linking Accounts.

19.27 We may issue a consolidated statement reflecting transactions for all Linked Accounts on monthly or periodic basis, and not send any other statement for the Accounts individually.

19.28 You may access your Linked Account through the Services. However, your access to a Linked Account using the Services may be restricted in the manner we decide.

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19.29 We may, at any time, de-link any Linked Account if we decide that such Account is no longer suitable to be linked.

### ***Interest***

19.30 Interest may be payable on the credit balance of certain Accounts at a rate we determine.

19.31 We will not pay interest on an Account if any minimum balance requirement is not met.

19.32 Please see TMRW Fees and Charges for details of the applicable interest rates. You agree to pay the fees and charges applicable to the services which are accessible via Digital Services which are set out in the TMRW Fees and Charges and 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/personal/announcement/index.page](http://www.uob.co.th/personal/announcement/index.page))

## **SECTION D**

### **20. GENERAL TERMS FOR CARDS**

20.1 These Sections apply to your use of the Card.

20.2 At your request, we may allow a Card to be used with one or more Accounts.

20.3 After we have accepted your Card application, the Card, and its Password will be delivered to you in any manner we determine at your risk. You must sign the Card immediately after receiving the Card. We are not responsible for the Card or the Password after we send it to you.

20.4 You must activate the Card before you can use it. You must follow the instructions provided in the mailer, through the Digital Service, or such other methods as we may prescribe, to activate the Card.

20.5 You may digitise your Card in accordance with instructions provided to you via the Digital Services and enrol or store your Card electronically in the Mobile Wallet (“**Digitised Card**”). By digitising your Card, you represent and warrant that you are the person to whom the Card was issued by the Bank. We may determine from time to time the Card types applicable for the Mobile Wallet.

20.6 You may only use the Card during the validity period printed on the Card, which remains our property and is not transferable to any other person.

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

### ***Transaction Limits***

20.7 We may, at any time and without prior notice to you, set and vary transaction limits which may be made using a Card and the total maximum amount you are entitled to have outstanding on each Account (the "**Card Limits**").

20.8 You may only use the Card for transactions that do not exceed the Card Limits or which would not result in the Account being overdrawn or its category limits being exceeded.

20.9 If a Card Limit is exceeded, we may refuse to authorise any further Card Transactions.

20.10 Notwithstanding any Card Limit in respect of any Card, we may approve any proposed Card Transaction that would result in the Card Limit of such Card being exceeded, even in the absence of any request from you.

20.11 If we allow any amount in the Account to be overdrawn or any Card Limit to be exceeded, you shall pay with interest such amount overdrawn or such amount in excess of the relevant Card Limit.

20.12 You must pay a fee if the total outstanding Account balance exceeds the Card Limit at any time.

20.13 In calculating whether any of the Card Limits has been exceeded, we may take into account:

- (a) the amount of any Card Transactions made across all Cards (including any transactions not yet debited to the Account or reflected in the statement of your Account);
- (b) interests, fees, accrued finance, and other charges; and
- (c) any authorisation given by us to a Payee Corporation or any other party in connection with a prospective Card Transaction.

### ***Reversal***

20.14 We will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after we receive a properly issued credit voucher.

### ***Transactions in Foreign Currency***

20.15 Card Transactions effected in a Foreign Currency, will be:

- (a) converted into the Local Currency based on the prevailing exchange rate determined by us in accordance with our usual practice, or the relevant card associations; and

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

(b) subject to an administrative fee on the transaction amount or such other amount as determined by us and the card association, before being debited to the Account.

### ***Hold on Account for Debit Card***

20.16 For Card Transactions in respect of a Debit Card, to the fullest extent possible under the Applicable Laws:

(a) we may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to us for payment, or on the day we receive notice of the Card Transaction, or if a merchant or establishment requests for an authorisation of a Card Transaction;

(b) any amount placed on hold is not conclusive of the amount of the Card Transaction which will be eventually be debited to the Account;

(c) which are denominated in a Foreign Currency, we have the discretion to choose whether to hold an amount in that Foreign Currency or Local Currency, and we may increase the amount on hold to ensure that a Card Transaction can be paid in full;

(d) we shall have absolute discretion to place such amounts on hold for such periods as we deem fit;

(e) if the Card Transaction is posted to the Account or presented to us for payment before the hold expires, we shall debit the Account for the amount of the Card Transaction; and

(f) you may not stop payment on a Card Transaction nor use any amount placed on hold.

### ***Use of Card and Contactless Readers***

20.17 The Card may be used to carry out Card Transactions at point-of-sale terminals and at such other machines, readers, or systems as we may from time to time approve. The first Card Transaction on such Cards shall be subject to such activation and authentication procedures as we may prescribe from time to time.

20.18 Certain Cards may be used to effect Card Transactions either by tapping or waving the Card (or any Equipment on which a Digitised Card is stored) against any terminal, reader or system (such as Mastercard contactless/Visa payWave readers) which is capable of reading the Card and is approved by us at our discretion (**“Contactless Transactions”**). Signature, Password or other authentication on your part is required for each Contactless Transaction that exceed the Prescribed Amount.

20.19 Any usage of a Card for Contactless Transactions, shall be subject to such terms and conditions as determined by us and the card association.

20.20 You acknowledge that Contactless Transactions and enabling the Mobile Wallet on your Equipment entail risk of unauthorised transactions. You will be solely liable for all Contactless Transactions made using your Cards



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notwithstanding that your Password or Equipment may have been used by any other person without your knowledge, authority, or consent.

### ***Suspension / Cancellation / Termination***

20.21 To the fullest extent permissible under the Applicable Laws, we may at any time:

- (a) refuse to authorise any Card Transaction;
- (b) suspend or terminate the use of any Card;
- (c) suspend or end the Account; or
- (d) refuse to re-issue, renew or replace any Card,

without the need to give you our reasons for doing so. You may terminate the Card and, where applicable, the Account only if:

- (a) we receive your notice to do so;
- (b) you return the Card to us cut in half; and
- (c) you pay all Liabilities in connection with the Card and Account.

### ***Convert to Instalment***

20.22 We may allow you to convert Card transactions which have not been billed in your current Card statement to instalment payments at an amount, duration and interest rate determined by us ("**Convert to Instalment**"), provided that for each conversion, the following conditions are satisfied:

- (a) the minimum payment requirement set out in the General Accounts and Services Terms continues to apply; and
- (b) Conversion amount, tenors and maximum number of Card transactions be able to convert are subjected to the Bank discretion

Convert to Instalment only applies to Card transactions for retail spending and shall not include manual or automated cash disbursements, Card transactions for security brokers, dealers or mutual funds, payments of interest or any instalment payments and fees charges or any other non-permissible transactions according to the Applicable Law. We reserve the right to amend the list of Card transaction categories applicable for the Convert to Instalment at any time, without reason and without liability to you, and you will be notified before such change becomes effective, in compliance with the Applicable Law.

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Convert to Instalment instalment payment amounts will be charged to your Card account and indicated in your monthly Card account statement. In order to be eligible for the Convert to Instalment, your Card account must be in good standing as determined by us.

If you have already received cashback for any Card transaction amount, you will not receive further cashback when the Card transaction is converted to instalment payments under the Convert to Instalment.

### ***Click for Cash Program***

20.23 We may allow you to apply for a cash advance on your Card and/or Cash Plus under this Click for Cash Program, and the following conditions shall be applied:

- (a) The maximum cash advance amount which may be granted will be up to the available cash limit and shall not exceed the available credit limit of the Card or Cash Plus at the time of your request or as otherwise determined by the Bank.
- (b) The cash advance will be transferred into your Account. Upon such transfer, you will be deemed to have received the cash advance from us.
- (c) We may charge you (i) an interest at an effective rate we determine from the date you receive the cash advance until the date we receive full repayment from you at the end of the tenor (as we may approve), (ii) a cash advance fee at a rate we determine which may be paid upfront, and/or when you prepay any outstanding amount prior to the period we determine, and (iii) such other fees and charges at a rate we determine.
- (d) Repayment shall be made in instalments as indicated in the instalment schedule which we will provide to you, subject to the following conditions:
  - (i) Instalments shall be calculated taking into account the interest chargeable on the principal sum and the instalment period, and may be rounded up to nearest 10;
  - (ii) If any statement or due date in the instalment schedule falls on a holiday, actual instalment amounts for each instalment may be increased or reduced from the amount as indicated in the instalment schedule and as such, the actual instalment amount due and payable shall be informed to you in your Card statement or Cash Plus statement; and
  - (iii) The Customer shall be informed of the due date and amount of each instalment in his/her credit card or Cash Plus statement.
- (e) If you make repayment in excess of the amount of any instalment and your Card account or Cash Plus account has no outstanding balance, we shall keep such excess amount in your Card account or Cash Plus account without bearing any interest (**Suspense Account Balance**). The Suspense Account Balance shall not apply to reduce any interest, principal or any other debts under this Click for Cash Program
- (f) Repayments made by you under this Click for Cash Programme shall first be applied to settle interest, and any remaining amount thereof shall then be applied to pay fees and charges and the outstanding balance in your Card account. However, if your Card account or Cash Plus account has no outstanding balance, we shall keep such remaining amount in your Card account as Suspense Account Balance in accordance with clause (e). The Suspense Account Balance shall apply to settle the debt due and payable in the subsequent instalment (if any)

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on its due date.

## **SECTION E**

### **21. GENERAL TERMS FOR SERVICES**

21.1 We may, from time to time, make available features, functions, and services to you, via online or digital means or otherwise, which may include any of the following:

- (a) ATM services;
- (b) ATM Card services;
- (c) Customer Service Centre;
- (d) Biometric Access Services; or
- (e) Digital Services.
- (f) SecurePlus Token

21.2 The Services, and certain facilities under the Services, may be available only for certain types of Accounts, or Cards and not others. You accept that there are certain transactions, facilities, and services that cannot be accessed or conducted through the Services.

#### ***Customer Service Centre***

21.3 These Sections apply to your use of the Customer Service Centre.

21.4 The Customer Service Centre is the service through which you may perform certain banking transactions, conduct live chats with us, and obtain information and services from us via the telephone or other Equipment.

21.5 Exchange rates or interest rates quoted under the Customer Service Centre are indicative only and not binding on us. To be binding, the rates quoted must be confirmed by us and must relate to a specific transaction effected under the Customer Service Centre. The rate we confirm will bind you for the specific transaction notwithstanding that a different rate may have been quoted by other departments.

#### ***Biometric Access Services***

21.6 These Sections apply to your use of the Biometric Access Services.

21.7 To use Biometric Access Services, you will need to:

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- (a) be a customer of UOB and be a valid user of the Digital Services;
- (b) have installed the App on your Equipment;
- (c) register for Biometric Access Services by completing the registration process by logging in to the Digital Services with your Digital Services Password; and
- (d) have at least one Unique Biometric Identifier registered in your Equipment.

21.8 You understand that upon the successful registration of your Equipment with Biometric Access Services, any Unique Biometric Identifier that is stored on your Equipment can be used to access the Digital Services including access to your Accounts. Each time any Digital Service detects the use of such Unique Biometric Identifier to access the Digital Services or authorise transactions, you are deemed to have accessed the Digital Services or instructed us to perform such transactions as the case may be.

21.9 You may still choose to access the Digital Services using your Digital Services Password.

21.10 You acknowledge that the authentication is performed by the Digital Services by interfacing with the Unique Biometric Identifier authentication module on the Equipment and that you agree to the authentication process.

21.11 You acknowledge and agree that, for the purposes of the Biometric Access Services, the Digital Services will be accessing the Unique Biometric Identifier registered in your Equipment, and you hereby consent to us accessing and using such information for the provision of the Biometric Access Services.

### ***Digital Services***

21.12 These Sections apply to your use of the Digital Services.

#### **21.13 Use of Digital Services**

- (a) We may provide you with instructions to assist and enable you to use and access the Digital Services.
- (b) We may, from time to time, stipulate the minimum specifications of the Equipment necessary for you to use and access the Digital Services but are not obliged to support all versions of the Equipment. We accept no responsibility for your inability to access the Digital Services by reason of any deficiency in your Equipment.
- (c) You understand and agree that:
  - (i) you may be signed out of the Digital Services after periods of inactivity or after a period of being signed-in;
  - (ii) we may, stop or make changes to the Digital Services, its contents and the facilities and services subject to giving you the necessary notification in accordance with the Applicable Laws;

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

- (iii) the nature of the internet and telecommunications services is such that communications or information shown to you online or electronically may be subject to interception, hacking, or may be defective, inaccurate, incomplete, not up to date, or the transmission may be failed or delayed;
  - (iv) we may send you replacement Access Procedures if necessary;
  - (v) you are responsible for ensuring your Equipment is free from Malware and that your Equipment does not lead to any disruption or interference with the Digital Services; and
  - (vi) all costs of internet and electronic communications as well as any other expenses arising from the use of the Digital Services will be borne by you.
- (d) You shall not, either alone or in conjunction with any other person:
- (i) store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via the Digital Services, except for your use and for proper purposes;
  - (ii) omit, delete, forge, or misrepresent transmission and contact information, including headers, return mailing, and Internet protocol addresses; and
  - (iii) transmit any materials or information through the Digital Services which are offensive, indecent, defamatory or which may not be lawfully disseminated under Applicable laws or which contain Malware.

### 21.14. Mobile Wallet

- (a) You understand and acknowledge that, for Digitised Cards, certain account information in relation to the Cards will be transmitted to and stored in your Equipment upon successful digitisation of the Cards.
- (b) We may permit you to add the same Card to multiple Equipment, the exact number to be determined by us from time to time. You must agree to the General Terms each time you digitise your Card on any of your Equipment.
- (c) In the event that:
  - (i) you change Equipment, you must remove any and all Digitised Cards in the existing Equipment that you do not intend to use;
  - (ii) you terminate the Mobile Wallet, you must remove all Digitised Cards in any and all Equipment; and
  - (iii) you terminate your Account in respect of a Digitised Card or upon request to return your Card, you must remove such Digitised Card in any and all Equipment.

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### 21.15 QR Transactions

- (a) We may make available to you the means to send or receive funds, and make or receive payments, by creating or scanning QR Codes (“QR Transactions”) in accordance with industry means and standards.
- (b) You may perform QR Transactions up to the limit we may allow you to set or as otherwise determined by us.
- (c) You acknowledge and agree that you are responsible for ensuring the completeness and accuracy of all QR Transaction data, including where applicable the identity of the sender or recipient of funds, destination bank and account, the amount of funds in local or foreign currency, mobile phone numbers, and email addresses. You are liable for all QR Transactions posted to your Account regardless of any error.
- (d) Where you create a QR Code to be scanned, you acknowledge and agree that the merchant, payee, or fund recipient shall specify the amount of funds and they shall have access to your account information for the purposes of making the payment or fund transfer. The relevant funds, together with any applicable fees and/or charges, shall be debited from your applicable Account.
- (e) You acknowledge and agree that in order to perform QR Transactions, you may have to allow the App to access the camera function and/or image library on your Equipment.
- (f) We do not guarantee that QR Transactions will be accepted by or available to any third party.
- (g) You must resolve any complaint against a merchant, payee, or fund recipient directly, and no such claim may be set off or claimed against us.

### 21.16 SecurePlus Token

For the usage in connection with UOB Personal Internet Banking, you agree and acknowledge about the SecurePlus Token as follows:

- (a) SecurePlus Token belongs to the Bank so the Customer does not have any right over the SecurePlus Token apart from using such device for UOB Personal Internet Banking and you shall return the SecurePlus Token to the Bank upon the Bank's request.
- (b) You shall always keep the SecurePlus Token in safe place without being known to or accessible by third parties.
- (c) You agree and consent to pay the SecurePlus Token issuance fee. In the event that you do not provide a specific instruction to the Bank to debit the fee payment against a savings account designated by you, you merely authorize the Bank to debit the fee from your saving account which have the highest available balance at the time you requests for the SecurePlus Token.

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## SECTION F:

### 22 PROMPTPAY SERVICE

The Applicant agrees to use the PromptPay Service provided by 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:

#### 22.1 Definition

“**PromptPay 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 PromptPay 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.

“**Applicant**” means a deposit account holder who registers and has received confirmation of the registration to use this PromptPay Service by any registration method determined by the Bank.

“**Registration**” means the registration for this PromptPay Service via the channel and method determined by the Bank.

“**De-register**” means to cancel the Registration to use this PromptPay Service via the channel and method determined by the Bank.

“**ITMX**” means National ITMX Co., Ltd.

#### 22.2 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 at the branch, UOB Personal Internet Banking, UOB TMRW 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 any other required information 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 to use for PromptPay Service is determined by the Bank, hereinafter called the “**PromptPay System**” under the following terms and conditions :

- 22.2.1 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 PromptPay 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 PromptPay Service. The Applicant must also certifies that the information given is the information of the Applicant, who is legally entitled

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and has the authority to apply for this PromptPay Service and any transaction in relation to the application for and the use of this PromptPay Service, and agrees to be bound by the terms and conditions hereof.

- 22.2.2 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.
- 22.2.3 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.
- 22.2.4 Upon receiving the complete 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.
- 22.2.5 The Bank will notify whether the Registration is successful or not via SMS or other additional channel to be offered by the Bank.
- 22.2.6 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.
- 22.2.7 Fund transfer through this PromptPay 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 relevant terms and conditions.
- 22.2.8 The Applicant agrees and acknowledges that, unless exclusively stipulated under the terms and conditions hereof, the use of this PromptPay 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, Specific Terms or Other Terms for use of the Bank's services and the opening of the deposit account linked with PromptPay Service.
- 22.2.9 In case the Applicant registers for the PromptPay Service under the method and channel determined by the Bank whereby no signature is affixed, 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.
- 22.2.10 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.
- 22.2.11 The Applicant is entitled to cancel PromptPay Service or the use of the registered identification number and/or mobile phone number and the linked deposit account at any time by notifying the Bank according to the method and conditions as determined by the Bank.



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### **22.3 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.

### **22.4 The Applicant's Duty and Liability**

- 22.4.1 It is the duty of the Applicant to notify the cancellation of PromptPay Service when the Applicant closes the linked deposit account, changes /cancels the registered mobile phone number and/or other data registered with this PromptPay Service, or does not use, cancels or transfers the use or changes the user of the mobile phone number registered with this PromptPay 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 PromptPay Service as it deems appropriate whereby the Applicant shall have no claim for damages from the Bank in respect of the foregoing acts.
- 22.4.2 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 any instruction via the use of this PromptPay Service at any stage. Therefore, the Applicant shall be responsible for any errors or damages occurred due to such use and instruction.
- 22.4.3 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.
- 22.4.4 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.

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- 22.4.5 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.
- 22.4.6 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.

### 22.5 The Bank's Liability

The Bank will be liable only for reasonably foreseeable damages arising out of its wilful 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:

- 22.5.1 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.
- 22.5.2 The Applicant cancels the use of the mobile phone number registered with the PromptPay Service but does not inform the Bank.
- 22.5.3 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 PromptPay Service for the purpose of system improvement or maintenance resulting in the Applicant's being unable to use this PromptPay Service after the Bank has notified its customers through communication channels determined by the Bank.
- 22.5.4 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 wilful default or gross negligence.

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22.5.5 The Applicant fails to comply with the terms and conditions of this PromptPay Service or ignores the security measures of this PromptPay Service.

### 22.6 Fees

The Applicant agrees to be bound by and comply with the terms and conditions of this PromptPay Service and agrees to pay administration fee, service fee and expense in relation to the use of this PromptPay 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/personal/announcement/index.page>).

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.

### 22.7 Cancellation of Service

The Bank is entitled to suspend or cancel all or any part of this PromptPay 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.

- 22.7.1 PromptPay Service linked deposit account is closed and/or its status is changed by the Applicant or the Bank according to the Bank's relevant terms and conditions.
- 22.7.2 The Bank suspects or there is any suspicious circumstance regarding the use of PromptPay Service or PromptPay Service linked deposit account which are involved with any illegal action pursuant to laws relating to money laundering or terrorism financing, or any actions which may be against the laws, public order or good moral, or any transactions which may be against the laws, unusual, fraudulent, or made in bad faith, or the Applicant's internet banking or mobile banking account which is hacked by any hacker, or any other unlawful actions.
- 22.7.3 The Bank is required to comply with the laws, rules, regulations or orders of the court, regulators or competent officials.
- 22.7.4 ITMX notifies the Bank of the cancellation of the mobile phone number registered with this PromptPay Service or the re-cycling of the number to other person.
- 22.7.5 The Applicant's account is subject to computer data theft or hacking.
- 22.7.6 The Applicant may De-register and/or cancel this PromptPay Service at any time through the channels provided by the Bank regardless of which channel the Applicant has originally registered this PromptPay Service with the Bank.

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### 22.8 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.

### 22.9 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.

## 23. OVERSEAS TRANSFER

We may provide you the fund transfer service to overseas accounts using Digital Services, subjects to the following conditions:

- (a) This overseas transfer 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, as be announced and published at the Bank's branches and website ([www.uob.co.th/personal/announcement/index.page](http://www.uob.co.th/personal/announcement/index.page)). The overseas transfer service supports only 14 currencies (AUD, CAD, CHF, DKK, EUR, GBP, HKD, INR, JPY, NOK, NZD, SEK, SGD, and USD) and is available only during the Bank's working days during 8.30 a.m. to 4.30 p.m.
- (b) Overseas transfer will be processed by the Bank upon receipt of your instruction. Once the transaction status is shown to be "Complete" in Digital Services, your instruction is irreversible. It is your duty to check and validate the instruction before confirming in to the Bank for execution.
- (c) Your liability: This overseas transfer process is executed on the information given by you on Digital Services. You represent and undertake to the Bank that the account numbers and information given to the Bank are true, correct and complete. Processing of overseas transfer based on such information shall be deemed complete and correct. If there is any loss or damage to the Bank, its representatives and/or the correspondent bank in connection with the processing of funds transfer/payment in accordance with your instruction, you shall fully indemnify the Bank, its representatives and/or the correspondent bank for such loss or damage. 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.
- (d) You acknowledge that funds transfer via Digital Services is also subjected to the rules and regulations of the Bank, the Bank's agent, and/or correspondent banks, and terms and conditions of Digital Services.

You represent and undertake to the Bank that (a) all supporting documents for the overseas transfer



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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 you inform us; (b) all aggregated amount of outward remittance under your name within one year period 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 overseas transfer transactions has (have) never been used as evidence for any other transactions before.

# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS, AND SERVICES FOR UOB TMRW AND PERSONAL INTERNET BANKING

## DEFINITIONS

In this Agreement:

**Access Procedures** means (a) the usernames and Passwords, any information or procedure guides issued by the Bank or any other person specified by the Bank from time to time; and (b) any identification through Biometric Access Services which enables you to use and access the Digital Services.

**Account** means any account you now or hereafter have with us, any other account offered by us from time to time and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

**App** means the UOB TMRW application.

**Applicable Laws** means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations and requirements (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines or circulars) issued by any governmental authority, body, agency or exchange or clearing house, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act.

**ATM** means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to us or to Mastercard®/Visa Global ATM network or the Cirrus/PLUS System ATM network.

**ATM Card** means the card issued by us, with which you may access an Account by an ATM. Where such ATM Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, ATM Card shall also mean such ATM Card stored electronically in a mobile wallet.

**Biometric Access Services** means the services provided by us, where you may use your Unique Biometric Identifier stored on your Equipment as a Password to access the Digital Services on your Equipment.

**Business Day** means any day other than a Saturday, Sunday, public holiday, or bank holiday in Thailand. Business Day for Foreign Currency deposits means a day on which we and any relevant business centre required for the relevant Foreign Currency transaction are open for business.

**Card** means each and any Debit Card, ATM Card or Credit Card.

**Card Limits** has the meaning given to it in Section 20.7.

**Card Transaction** means each and any transaction effected by: (a) the use of an ATM Card; (b) the use of a Debit Card through an ATM; and (c) any payment made or any amount charged for any products, goods, services or other benefits through or from the use of any Card (including a Credit Card) or Card number, or Password, or in

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any other manner regardless of whether a sales draft or other voucher or form is signed by you and whether authorization has been sought from us.

**Contactless Transactions** has the meaning given to it in Section 20.18.

**Costs** means any costs, fees, charges, commissions or expenses and includes legal costs on a full indemnity basis.

**Credit Card** means any credit card issued by us, including any personal credit card, and any replacement or renewal of any of these or other credit cards that we may issue from time to time. Where such Credit Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, Credit Card shall also mean such Credit Card stored electronically in a mobile wallet.

**Customer Service Centre** means the customer centre, through which we provide various services, functions, and features from time to time.

**Debit Card** means the card issued by us, with which you may make payments by direct debit from an Account. A Debit Card may also be an ATM Card. Where such Debit Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, Debit Card shall also mean such Debit Card stored electronically in a mobile wallet.

**Digital Services** means any and all services, functions, and features that are provided to you through electronic or online means on any Equipment, including UOB Personal Internet Banking and the App.

**Digitised Card** has the meaning given to it in Section 20.5.

**Due Date** has the meaning given to it in Section 8.2.

**Electronic Records** has the meaning given to it in Section 4.10.

**Electronic Statements** has the meaning given to it in Section 4.4.

**Equipment** means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium including any computer, mobile equipment, terminal, machine, system, hardware, software (including any plug-ins and any software for authenticating any Unique Biometric Identifier), and the Internet, network connection or infrastructure, which may be required to use the Services

**Financial Crime** has the meaning given to it in Section 17.8.

**Foreign Currency** means the lawful currency of any other country or monetary union, apart from Thai baht.

**General Terms** has the meaning given to it in Section 1.1.



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**Intellectual Property** has the meaning given to it in Section 11.1.

**Liabilities** means all debts, liabilities, or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

**Linked Accounts** has the meaning given to it in Section 19.25.

**Local Currency** means the lawful currency for the time being of Thailand.

**Losses** means any losses, damages, penalties, claims, actions, demands, judgments, suits, Costs, or disbursements of any kind, which, may be incurred arise and/or result, without limitation, from: (i) use (whether authorised or unauthorised), loss or theft of your Account, Card, Password, or the Service; (ii) unavailability or improper functioning of any Service; (iii) any third party claims that our products or Services infringes their proprietary rights; (iv) any notices, information, documents, communications, or instructions in any form (whether from us, or from you, or transmitted via the Digital Services, or created, processed or transmitted in any manner by a third party) being lost, delayed, intercepted, misunderstood, fraudulent, erroneous, or incompletely transmitted; (v) any payment restriction due to any Applicable Laws; (vi) any incorrect interpretation by you of instructions given by us; (vii) our refusal to act on any instruction or any other thing we do or do not do; (viii) any action taken by us which we deem necessary to meet any obligation in any jurisdiction or to prevent prevention of any unlawful activity; (ix) any loss of or destruction to or error in our records; (x) for the refusal of any Payee Corporation or financial institution or other party to accept a Card; (xi) for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation; (xii) any strike, default, neglect or insolvency of any Payee Corporation or financial institution; (xiii) any injury to your credit, character, and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the repossession of any Card or request for its return or the termination of any Account; (xiv) any act or failure to act by a third party beyond our control; (xv) our limiting, cancelling, or suspending the operations or the use of any Card or Service in accordance with these General Terms or the Other Terms; and/or (xvi) any other circumstances beyond our control, (xvii) any delay in acting or failure to act on any of your instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever; (xviii) poor or interrupted mobile network coverage; (xix) any inaccurate, incomplete, undelivered, or delayed Push Notifications or notifications via the App; (xx) any reliance by you or any other party on the content of the Push Notifications of notifications via the App; (xxi) any Malware which may interfere with any of our Digital Services; or any breakdown or malfunction due to any cause whatsoever, of computer software or Equipment whether belonging to us or not, used in connection with any of our Digital Services; (xxii) exercising our rights under these General Terms; (xxiii) the Third Party Links; (xxiv) any non-receipt of the Electronic Statements, whether resulting from our mode of delivery, or an invalid email address or mobile number, or otherwise; and (xxv) the services provided by the agents, consultants, sub-contractors, and third parties, their acts or omissions, the loss, destruction, or delayed delivery of any instrument while in transit or in their possession pursuant to Section 14.4.

**Malware** means all forms of software that interferes with the use of the App in any way or disrupts computer usage, including viruses, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses, or other similar harmful components.

**Mobile Wallet** means the UOB mobile wallet available on payment-supported Equipment through the App.



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**Other General Terms** has the meaning given to it in Section 1.1.

**Other Terms** has the meaning given to it in Section 1.1.

**Password** means the password (including one time passwords), login-ID, personal identification name, personal identification number (PIN), customer identification number (CIN), (made up of an access code and a PIN), username, word, phrase, symbol, code, electronic identification signature or codes, Unique Biometric Identifiers given to, or chosen by, you that is used to confirm your identity when accessing an Account or that is needed for:

- (a) access and use of any Account, Card or Service;
- (b) the operation of your Equipment; or
- (c) confirming your identity.

**Payee Corporation** means any merchant, establishment, billing organisation, or relevant party whose bills can be paid through the use of a Card or Account.

**Push Notification** means a message, including any content or data, which is transmitted as part of the App and delivered to your Equipment.

**Prescribed Amount** means an amount, in the Local Currency, of THB 1,500.

**Privilege Schemes** has the meaning given to it in Section 18.1.

**Rewards** has the meaning given to it in Section 18.6.

**Sanctions Compliance** has the meaning given to it in Section 17.8.

**Services** means any and all services, functions or features that we may provide to you, including without limitation the services set out in Section 21.

**SMS** means short message service (also sometimes referred to as mobile text messaging).

**Specific Terms** has the meaning given to it in Section 1.1.

**Third Party Licensors** has the meaning given to it in Section 11.4.

**Third Party Links** means other websites, software, mobile applications and platforms owned, controlled or offered by third parties.

**TMRW Fees and Charges** means the fees, charges and interest guide which applies to the Account, Card or Service, as found on [www.uob.co.th/personal/announcement/index.page](http://www.uob.co.th/personal/announcement/index.page)



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**Unique Biometric Identifier** means any fingerprint, facial scan, or other unique biometric identifier as we may, in our sole discretion and from time to time, prescribe as an acceptable method of identification.

**we / us / our / ourselves / the Bank / UOB** means United Overseas Bank (Thai) Public Company Limited, or its parent bank, subsidiary bank, subsidiary, affiliate or branch, and includes any of their respective successors or assigns.

**you / yourself** means you (whether alone or jointly with another person/persons).