

Please mark  in the Box

Apply for the Use of Services  Change of Information : Please specify Corporate ID

Date

DD/MM/YYYY

Part 1: General Information

Juristic Person  Natural Person

Package : Business Banking Package

Name of the Applicant

Juristic person registration no./ Commercial registration no.  Registration letter no.

Identification no./Passport no.  Tax Identification no.

Contact address

Part 2: Contact Information of the Applicant \*(Please specify e-mail address to receive notification from the Bank)

Name/Last Name \*E-mail. Phone no. Fax no.

Part 3: The Applicant's Account(s) (Debit and Credit) / Loan Account Information (Credit Only) / Foreign Currency Deposit Account Information

No.	Add	Cancel	Account No.	Account Name	Please choose the services								Remark(s)	
					SCB Business Net			Cash Management Lite						
					Balance/ Statement	Utilities Payment	Transfer	Local Collect	Payroll	Direct Credit	SMART Credit	BAHTNET		
1	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	เป็นบัญชีหักค่าธรรมเนียม
2	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Balance/Statement** - Account Balance Inquiry/Current and Previous Statement Services. **Utilities Payment** - Tax & Bill Payment Services. **Transfer** - The Applicant's Account-to-Account Money Transfer Services, Money Transfer Services (between SCB Accounts) to the Payee's Account and Money Transfer Services Loan Payment. **Local Collect** - Cash Collection Services and/or Cheque Clearing Services. **Payroll** - Automatic Money Transfer Services for Salary/Wage/Remuneration Payment. **Direct Credit** - Automatic Money Transfer Services for Commercial Partners. **SMART Credit** - Retail Cross-Banks Money Transfer Services. **BAHTNET** - Cross-Banks Money Transfer Service.

**Other Services:** The user(s) as specified in this Application (including any amendment thereto to be made in the future) is authorized to execute transaction via SCB Business Net system.

- SCB iCheque Book - ordering cheque book online (for Current Accounts).
- Create Beneficiary - adding, changing or cancelling the 3rd Party's Accounts for receiving money transfer or Payee's account for SCB Business Pay Services of this Applicant.

PART 4: SCB Business PromptPay Service (for Juristic Person only) Please specify Tax identification number of the Applicant to be used as PromptPay Services as follow :

Detail for the notification of Applicant Result for SCB Business PromptPay Service :

Name of Contact Person :

สำหรับเจ้าหน้าที่ธนาคารผู้แนะนำบริการพร้อมเพย์ธุรกิจ S

Mobile No. (Please specify 1 no.) :

or E-mail :

Apply for SCB Business PromptPay Service

Account No (Please specify only 1 account) :  Savings  Current Account Name :

Part 5: Approval Condition and Transaction Limit \*If not specified, it shall be deemed that the Applicant requests for unlimited of transaction amount.

**Approval Condition (Please specify only one)** - if you don't specify approval condition, it shall be deemed that Bank will default at "Approve transaction by 1 Maker + 1 signer".

Approved transaction by Maker only

Approved transaction by 1 Maker + 1 Signer. The Bank shall prescribe the use of SMS OTP to support the approval of transaction, unless otherwise agreed by the Applicant and the Bank.

Total of maximum transaction limit Baht per transaction and Baht per day (for all types of transfer/payment)

**When apply :** The Bank shall assign the first User as the Administrator for using SCB Business Net.

The Applicant wishes to add/change/cancel user(s) in total				user(s) as follows:						
No.	Add new user(s)	Change information(s)	Cancel user(s)	Name - Surname of User	User ID (User self-defined) (English, From 7-12 characters) Do not leave blank	User's Roles			Must specify E-mail address and mobile phone number The Bank shall send Corp. ID via SMS as well as Password of each User ID via email	
						Viewer	Maker	Signer	E-mail address (1 E-mail per user)	Mobile No. (1 number per user)
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

The Bank shall prescribe the role of each user for SCB Business Net, SCB Business Pay and Local Collect services. In case the Applicant wishes to change user's roles for some services, please specify the User ID, user's role and service in the Special Instructions.

Special Instructions

Part 6: Cancellation of the Use of Services

Cancel all services.  Cancel particular services. Please specify - the type of services and the Account No. to be cancelled

"I/We hereby certify that all of the above information and details are true and correct in all respects as well as I/we have already received and agreed to the terms and conditions for the use of SCB Business Net and Cash Management Lite Services attached hereto. I/We also agree to comply with manuals and documents explaining methods and procedures for the use of SCB Business Net and Cash Management Lite services as prescribed by the Bank, including terms and conditions, manuals and documents explaining methods and procedures for the use of SCB Business Net and Cash Management Lite services that may be amended, modified or changed in the future and all of which are publicly announced by the Bank on the internet network on the website "https://www.scbbusinessnet.com" or any other methods as to be prescribed by the Bank."

For Bank only		For Customer (Authorized Person of the Applicant)	
OC Code ลูกค้า	Opportunity ID		
ชื่อ-นามสกุลของผู้ประสานงานธนาคาร			
ตำแหน่ง/หน่วยงาน	เบอร์โทรศัพท์		
ลงนามผู้อนุมัติให้ใช้บริการ	ลงนามรับรองลายมือชื่อลูกค้า	Signed	Signed
( )	( )	( )	( )
เลขที่บัตร	เลขที่บัตร	Name in printed letter	
ผู้จัดการเขต หรือ ผู้ช่วยผู้จัดการสาขาขึ้นไป หรือ	หัวหน้างาน / ธุรกิจ	Name in printed letter	
ผู้บริหารสูงสุดของหน่วยงานขายหรือผู้ที่ได้รับมอบหมาย	หรือ ผู้ที่ได้รับมอบหมาย	Juristic person's seal affixed	
(ประทับตราสาขา)	(ประทับตราสาขา)		

**Part 7 : Details for the Use of SCB Payroll and SCB Direct Credit Services**

- 7.1 **Delivery of Information/Application to the Bank** : delivery in batch type via the system of SCB Business Net Services and separate delivery pursuant to the types of transactions (Payroll / Direct Credit).
- 7.2 **Period of Delivery of Information/Application and Account Debit** :
- **Next day delivery** : The Applicant shall have to deliver the information 1 day prior to the transfer date (*no later than 21:00 hrs. of everyday*). Any sum of money shall be debited from the Applicant's account 1 day prior to the date on which such sum is transferred to the payee's account.
  - **Same day delivery** : The Applicant shall have to deliver the information not later than 21:00 hrs. of everyday. Any sum of money shall be debited from the Applicant's account and then credited into the payee's account on the same day on which the information is delivered.

**Part 8 : Details in respect of the Use of SCB SMART Credit Services**

- 8.1 **Delivery of Information/Application to the Bank** : delivery in batch type via the system of SCB Business Net Services.
- 8.2 **Period of Delivery of Information/Application and Account Debit** :
- **Next day delivery** : The Applicant shall have to deliver the information 2 the Bank's business days in advance and not later than 22:30 hrs. of the Bank's business day (the Bank's holiday is not included). Any sum of money shall be debited from the Applicant's account 1 day prior to the date on which such sum is transferred to the payee's account.
  - **Same day delivery** : The Applicant shall have to deliver the information not later than 11:00 hrs. of the Bank's business day. Any sum of money shall be debited from the Applicant's account and then credited into the payee's account on the same day on which the information is delivered.
- 8.3 **Total of maximum transfer amount per transaction** not more than 2,000,000 Baht

**Part 9 : Details for the Use of SCB BAHTNET Services**

- 9.1 **Delivery of Information/Application to the Bank** : delivery transaction via the system of SCB Business Net Services.
- 9.2 **Period of Delivery of Information/Application and Account Debit** : The Applicant shall have to deliver the information not later than 15:00 hrs. of the Bank's business day. Any sum of money shall be debited from the Applicant's account and then credited into the payee's account on the same day on which the information is delivered.

**Part 10 : Details for the Use of SCB Local Collect Services**

- 10.1 **Type of fee's collection** : daily type
- 10.2 **Money deposit in the statement** : each transaction type
- 10.3 **Return of the Applicant's cheques** : at home branch account of the Applicant

**Part 11 : Details for the Use of SCB iCheque Book Services**

- 11.1 **Ordering the Cheque Book** : not over 300 cheques per time.
- 11.2 **Delivery Methods of the Cheque Book Purchase Order** : deliver via SCB Business Net system.
- **Deliver the purchase order on the same day** : Deliver the purchase order within 16.00 hrs. of the Bank's business days. Any sum of money shall be debited from the Application's account at Real-Time.
  - **Deliver the purchase order in advance** : Deliver the purchase order a maximum of 90 days in advance. Any sum of money shall be debited from the Application's account on the date on which the Applicant orders the Bank to make the cheque book (Ordering Date).
- 11.3 **Delivery of the Cheque Book to the Applicant** : At the home branch, 3 Bank's business days (for the branch within Bangkok and vicinity areas) / 5 Bank's business days (for the branch in provincial areas) after the date specified for the Bank for making of the cheque book (Ordering Date).
- 11.4 **The Cheque Book Activation** : Upon receipt of the cheque book, the Applicant shall immediately activate the cheque book via SCB Business Net system pursuant to the processes and methods as prescribed by the Bank only.
- 11.5 **Cancellation of the Cheque Book Purchase Order** : the Applicant must make the instruction via SCB Business Net system and prior to the designated date for making of cheque book (Ordering Date) only.
- 11.6 **The Date of Delivery of the Cheque Book Purchase Order and the Date of Cancellation of the Cheque Book Purchase Order** : The Applicant can deliver the Cheque Book Purchase Order and cancel the Cheque Book Purchase Order via SCB Business Net system on any days. The instructions regarding the Cheque Book Purchase Order and cancellation of the Cheque Book Purchase Order shall be effective on the Bank's business days after the date of delivery of such instructions.

In the event that the Bank detects that any cheque book has not been activated within the period as prescribed by the Bank, the Applicant agrees and accepts that the Bank is entitled to immediately activate such cheque book pursuant to the methods and conditions as prescribed by the Bank for the Applicant's benefits of using such cheque. The Applicant agrees that in the event that the cheque has not been activated for whatsoever reasons, the Bank shall not have to be liable to the Applicant and/or any person for whatsoever reasons.

**Part 12 : Service Fee/Charge**

The Bank shall collect the service fee/service charge pursuant to the standard rate as specified by the Bank which is publicly announced by the Bank whether by posting on the Internet network on the Bank's Website "www.scb.co.th" or any other means as specified by the Bank and to be notified to the Applicant.

**Part 13 : Other Conditions**

- 13.1 The cancellation fee for cancellation of an application in respect of the use of SCB Business Pay services, delivered to the Bank, is 200 Baht (Two Hundred Baht) per each time of cancellation. Such cancellation shall be made for the entire application and only for the Next Day delivery of information which the Bank has not yet performed any acts in order to proceed pursuant to the application.
- 13.2 The transfer fee/cancellation fee/other fees in relation to the use of SCB Business Pay services shall be debited from the Applicant's account pursuant to the period of time for account debit for each type of services as specified above.
- 13.3 In the event that the information / application that the Applicant, delivered to the Bank for the use of each type of services above at each time, specifies the account number to be debited that does not match with the account number as specified under this Application, the Applicant agrees that the Bank is entitled to debit from the account number as specified in such information / application. received by the Bank at such time.

"I/We hereby certify that all of the above information and details are true and correct in all respects as well as I/we have already received and agreed to the terms and conditions for the use of SCB Business Net and Cash Management Lite Services attached hereto. I/We also agree to comply with manuals and documents explaining methods and procedures for the use of SCB Business Net and Cash Management Lite services as prescribed by the Bank, including terms and conditions, manuals and documents explaining methods and procedures for the use of SCB Business Net and Cash Management Lite services that may be amended, modified or changed in the future and all of which are publicly announced by the Bank on the internet network on the website "https://www.scbbusinessnet.com" or any other methods as to be prescribed by the Bank."

For Bank only		For Customer (Authorized Person of the Applicant)	
OC Code ลูกค้ำ _____ Opportunity ID _____ ชื่อ-นามสกุลของผู้ประสานงานธนาคาร _____ ตำแหน่ง/หน่วยงาน _____ เบอร์โทรศัพท์ _____		Please further read the Bank's Privacy Notice carefully to understand how the Bank collects, uses and discloses your personal data and your rights posted on the Bank's website www.scb.co.th	
ลงนามผู้อนุมัติให้ใช้บริการ ( _____ ) เลขที่บัตร _____ ผู้จัดการเขต หรือ ผู้ช่วยผู้จัดการสาขาขึ้นไป หรือ ผู้บริหารสูงสุดของหน่วยงานขายหรือผู้ที่ได้รับมอบหมาย (ประทับตราสาขา)	ลงนามรับรองลายมือชื่อลูกค้ำ ( _____ ) เลขที่บัตร _____ หัวหน้าธุรกิจ / ธุรกิจ หรือ ผู้ที่ได้รับมอบหมาย (ประทับตราสาขา)		
		Signed _____ ( _____ ) Name in printed letter	Signed _____ ( _____ ) Name in printed letter Juristic person's seal affixed



**Attachment to the Application for the Use of Services / Change of Information for SCB Business Net and Cash Management Lite Services**

The Applicant agrees to pay the Bank service fees / service charges for the use of services pursuant to the Application for the Use of Services / Change of Information for SCB Business Net and Cash Management Lite Services (the "Application") at the rate specified herein in lieu of the rate specified in Part 12 of the Application. In this regard, the Bank is entitled to debit any of such amounts from the Applicant's deposit account pursuant to conditions prescribed by the Bank.

(1) Annual Fees Rate of SCB Business Net Service :  Baht per year.  
 (2) Service Fees Rate for Token :  Baht per year.

(3) Fees rate for the use of SCB Local Collect  
 Charged per transaction at the percentage rate of the amount of the cheque or cash as follows :

	(Same Region)	(Inter Region)
(3.1) Cash	___0___ Baht	<input type="text"/> %
(3.2) SCB's Cheque	___0___ Baht	<input type="text"/> %
(3.3) Other bank's Cheque	___0___ Baht	<input type="text"/> %
(3.4) Minimum Fee (per transaction)	___0___ Baht	___10___ Baht

(4) Fees rate for the use of Fund Transfer via SCB Business Net  
 Charged per transaction as follows :

	Fee rate (Baht per Transaction)	(Inter Region)
(4.1) Fund Transfer to Applicant's SCB account (own account)	<input type="text"/> Baht	<input type="text"/> % of the total of transferring amount (but not exceeding Baht 1,000) Min. <input type="text"/> Baht
(4.2) Fund Transfer to 3rd party SCB account	<input type="text"/> Baht	<input type="text"/> % of the total of transferring amount (but not exceeding Baht 1,000) Min. <input type="text"/> Baht

(5) Fees rate for the use of SCB iCheque Book (for delivery of the cheque book to the home branch)  
 Charged per transaction as follows :

	Fee rate (includes stamp duty 3 Baht per 1 cheque)
(5.1) Cheque Book having 30 Cheques	<input type="text"/> Baht ( <input type="text"/> ) per cheque
(5.2) Cheque Book having 50 Cheques	<input type="text"/> Baht ( <input type="text"/> ) per cheque

(6) Fees Rate for the Use of SCB Payroll  
 Charged per transaction as follows :

	Next Day Delivery of Information	Same Day Delivery of Information
(6.1) The received account is in the same clearing zone as that of the transferring account (per transaction)	<input type="text"/> Baht ( <input type="text"/> )	<input type="text"/> Baht ( <input type="text"/> )
(6.2) The received account is not in the same clearing zone as that of the transferring account (per transaction)	<input type="text"/> Baht ( <input type="text"/> )	<input type="text"/> Baht ( <input type="text"/> )

(7) Fees Rate for the Use of SCB Direct Credit  
 Charged per transaction as follows :

	Next Day Delivery of Information	Same Day Delivery of Information
(7.1) The received account is in the same clearing zone as that of the transferring account (per transaction)	<input type="text"/> Baht ( <input type="text"/> )	<input type="text"/> Baht ( <input type="text"/> )
(7.2) The received account is not in the same clearing zone as that of the transferring account (per transaction)	<input type="text"/> Baht ( <input type="text"/> )	<input type="text"/> Baht ( <input type="text"/> )

In the event that the received account is not in the same clearing zone as that of the transferring account and the amount to be transferred per transaction is in excess of  Baht (  ),  % of such excessive amount ("Inter Region Fee" or "IR Fee") will be additionally charged (For SCB Direct Credit Transaction Only).

(8) Fees Rate for the Use of SCB SMART Credit  
 Charged per transaction as follows :

	Next Day Delivery of Information	Same Day Delivery of Information
(8.1) Transfer amount no more than 2,000,000 Baht (per transaction)	___12___ Baht ( <u>twelve baht</u> )	
(8.2) Transfer amount no more than 100,000 Baht (per transaction)		___20___ Baht ( <u>twenty baht</u> )
Transfer amount over 100,000 Baht but not over 500,000 Baht (per transaction)		___75___ Baht ( <u>seventy five baht</u> )
Transfer amount over 500,000 Baht but not over 2,000,000 Baht (per transaction)		___200___ Baht ( <u>two hundred baht</u> )

(9) Fees Rate for the Use of SCB BAHTNET  
 Charged per transaction as follows: (Only Fees of Sending Bank)

	Fee rate (Baht per Transaction)
(9.1) Transfer within the same service area (Bangkok - Bangkok) (per transaction)	___150___ Baht ( <u>One hundred fifty baht</u> )
(9.2) Transfer between different service area (Bangkok - Upcountry Province)* (per transaction)	___150___ Baht ( <u>One hundred fifty baht</u> )
(9.3) Transfer between different service area (Upcountry Province - Upcountry Province)* (per transaction)	___150___ Baht ( <u>One hundred fifty baht</u> )
(9.4) Transfer between different service area (Upcountry Province - Bangkok)* (per transaction)	___150___ Baht ( <u>One hundred fifty baht</u> )

and the additional fee charged for different clearing zone transfer (IR) at 0.1 % of the total of transferring amount (but not exceeding Baht 750)

Remark : The transferring fee (of the designating bank) in the amount of Baht 100 (One Hundred) shall be charged by the designating bank. In case of (9.2) and (9.3), IR shall be charged by the designating bank.

(10) Fees Rate for the Use of Utilities Payment shall be as determined by the Biller.  
 This attachment shall be deemed as an integral part of this Application for the Use of Services / Change of Information for SCB Business Net and Cash Management Lite Services dated / /

For Bank only		For Customer (Authorized Person of the Applicant)	
OC Code ลูกค้า _____ Opportunity ID _____ ชื่อ-นามสกุลของผู้ประสานงานธนาคาร _____ ตำแหน่ง/หน่วยงาน _____ เบอร์โทรศัพท์ _____		Signed _____ Signed _____ ( _____ ) ( _____ ) Name in printed letter Name in printed letter Juristic person's seal affixed	
ลงนามผู้อนุมัติให้ใช้บริการ ( _____ ) เลขที่บัตร _____ ผู้จัดการเขต หรือ ผู้ช่วยผู้จัดการสาขาขึ้นไป หรือ ผู้บริหารสูงสุดของหน่วยงานขายหรือผู้ที่ได้รับมอบหมาย (ประทับตราสาขา)	ลงนามรับรองลายมือชื่อลูกค้า ( _____ ) เลขที่บัตร _____ หัวหน้างาน / ธุรกิจ หรือ ผู้ที่ได้รับมอบหมาย (ประทับตราสาขา)		

The Applicant agrees to comply with and be bound by the terms and conditions of the Agreement for the Use of SCB Business Net service and Cash Management Lite service as follows:

## A. General Terms of the Agreement for the Use of Service

### 1. Definitions

1.1 **“Agreement for the Use of Service”** means the agreement which the Applicant has agreed with the Bank for using the Bank’s Service, consisting of the Application for the Use of Service, terms and conditions for the use of services including any and all documents, information or details in connection with the use of services between the Applicant and the Bank and the announcement, regulation, handbook, document explaining procedure and method to use the service or any documents in connection with the Bank’s Service as prescribed by the Bank (if any) which shall be deemed an integral part of the Agreement for the Use of Service.

1.2 **“Applicant”** means the Applicant pursuant to the Application for the Use of Service and also includes the User and the person authorized by such Applicant.

1.3 **“Application for the Use of Service”** means the application form for the use of service/change of information for SCB Business Net service and Cash Management Lite service, supporting document and reference in the supporting document of application form for the use of service/change of information for SCB Business Net service and Cash Management Lite service including any application or document or agreement given or delivered by the Applicant to the Bank in respect of the use of the Bank’s Service and/or application form for the use of service and/or any other application forms to be further amended or changed in the future.

1.4 **“Bank”** means The Siam Commercial Bank Public Company Limited.

1.5 **“Bank’s Service”** means the Bank’s SCB Business Net service and Cash Management Lite service which consists of SCB Local Collect service and SCB Business Pay including any other services under SCB Business Net service and Cash Management Lite service pursuant to the service as specified in the Application for the Use of Service and/or SCB Business PromptPay and/or any other service to be specified and/or provided by the Bank in the future.

1.6 **“Business Day”** means the normal working day and time of the Bank’s head office.

1.7 **“Electronic System”** means the computer system, digital media, website, computer program or application program which is directly connected with the Bank’s computer system or is connected with the Bank’s computer system through an internet network prescribed or provided by the Bank, for the Applicant to execute, verify, access or use the Transaction of the Use of Service or the Bank’s Service, or for receipt and delivery of any electronic information pursuant to the Agreement for the Use of Service provided by the Bank. In addition, it shall also mean any and all information, statement, content, mixed media and other services appearing or provided on such system and shall include any and all information, statement, image, mixed media, computer program, application program and other contents of any third person on such system.

1.8 **“Equipment for Transaction Execution”** means the equipment for the Applicant to engage in or execute the Transaction of the Use of Service through Electronic System as approved by the Bank such as an encoding/decoding machine (Token) or Smart Card or any other types of equipment having similar function thereto.

1.9 **“ID Code”** means the Applicant’s identification number (Corporate ID), the User’s identification number (User ID), Password in order to access to use the service through the Electronic Service system and/or to execute a transaction service and/or to use Equipment for Transaction Execution including any other set of number or codes relating to the access and use of service and/or the execution of transaction through Electronic System, regardless of whether such set of number or code is determined and provided by the Bank, or is determined or changed by the Applicant or the User or is created by the Equipment for Transaction Execution (if any, as the case may be).

1.10 **“Juristic Person participating in Financial Business Group”** means the juristic person participating in financial business group of The Siam Commercial Bank Public Company Limited as approved by the Bank of Thailand and including such juristic person to be further amended or changed in the future.

1.11 **“Maximum Default Rate”** means the maximum interest rate charged by the Bank in case of default to its loan customers and should there be several rates of such maximum interest rate as announced by the Bank, the highest rate thereof at that time shall be applied. Such rate may be subject to changes from time to time as further announced by the Bank.

1.12 **“Maximum Rate”** means the maximum interest rate charged by the Bank in case of non-default to its loan customers and should there be several rates of such maximum interest rate as announced by the Bank, the highest rate thereof at that time shall be applied. Such rate may be subject to changes from time to time as further announced by the Bank.

1.13 **“Terms and Conditions for the Use of Service”** means general terms of the Agreement for the Use of Service and terms of service provided for each product under the Bank’s Service including those to be further amended in the future.

1.14 **“Transaction of the Use of Service”** means the transaction in respect of money transfer, payment, execution of transaction, receipt/delivery of statement or information, retrieval of information and report or any acts in connection with the use of service provided by the Bank through Electronic System by using ID Code in accordance with the procedure and method prescribed by the Bank and pursuant to the transaction provided by the Bank at present and to be further specified by the Bank.

1.15 **“User”** means the person authorized by the Applicant to proceed with the use of the Bank’s Service and/or enter into the Transaction of the Use of Service and/or perform any acts through Electronics System as specified in the Application for the Use of Service and including those as to be further amended or changed in the future (if any).

### 2. Validity of the Use of Service or Transaction and Binding upon Applicant

2.1 In respect of the use of the Bank’s Service and/or the execution of Transaction of the Use of Service and/or any electronic transaction, the Applicant must prepare any document and/or information and/or deliver them to the Bank as required by laws or in form and substance (if any) and within the period of time, as prescribed by the Bank. The Bank has the right to require the Applicant to deliver additional document and/or information to the Bank as the Bank considers appropriate.

2.2 The Applicant must specify the User including authorization and function and/or ID Code of each User in the Application for the Use of Service and must submit document as required by the Bank pursuant to the terms and conditions prescribed by the Bank. In the event that the Applicant wishes to change the User, the Applicant must inform the Bank and perform in accordance with the step, procedure and condition in respect of the change of the User as prescribed by the Bank.

2.3 The Applicant confirms that each User is authorized to act for and on behalf of the Applicant and the Applicant shall be bound by all actions taken by such User, including entering into the Transaction of the Use of Service, entering into electronic transaction and/or confirming the details of electronic transaction and/or Transaction of the Use of Service made through Electronic System by using ID Code of the User. In this regard, such actions shall be deemed as a request or instruction of the Applicant given to the Bank to process the service and shall be deemed as the Transaction of the Use of Service and electronic transaction which are accurate and complete and bind upon the Applicant in all respects, whereby the Applicant and/or the User are not required to execute and/or sign any other documents unless otherwise expressly specified by the Bank.

2.4 In the event that there occurs any misunderstanding or error in executing the Transaction of the Use of Service or transaction of the Applicant, or there occurs any unauthorized placing of instruction or there occurs any access to Electronic System without permission, or there occurs any event which the Applicant suspects or believes that it may cause an unauthorized access to the Electronic System,



the Applicant must promptly inform the Bank of such occurrence. In this regard, the Bank shall not be responsible for any loss, liability or expense incurred thereby and the Applicant hereby undertakes to indemnify the Bank from and against any and all damages, expenses and losses which the Bank may suffer, incur or sustain by reason of such occurrence unless in the event of the Bank's gross negligence, willful misconduct or fraud.

2.5 If any User(s) enters a wrong ID Code in excess of the number prescribed by the Bank, the Bank has the right to promptly suspend the use of service provided for such ID Code. The Bank shall have no liability for whatever reason towards such suspension.

2.6 The Bank has exclusive and absolute right to consider whether the use of service and/or the Transaction of the Use of Service of the Applicant are complete, accurate or in compliance with any policies, rules or regulations applicable to the Bank, or not. In this regard, the Bank is not obliged to process in accordance with the request for such use of service or Transaction of the Use of Services if the Bank considers that such use of service or Transaction of the Use of Service is incomplete, inaccurate or not in compliance with such policies, rules or regulations and the Bank is not required to check the accuracy of such request for the use of service or Transaction of the Use of Service or ask the Applicant for proceeding with further actions.

The Bank is able to process in accordance with the preceding paragraph without having to inform the Applicant, in which case the Applicant shall be responsible to ensure that it has adequate contingency plans to use the service or execute the Transaction of the Use of Service by any other means. The above mentioned process by the Bank shall not affect any use of service or Transaction of the Use of Service carried out by the Applicant prior to such process.

2.7 Failure by the Bank to send any confirmation of Transaction of the Use of Service or failure by the Applicant to confirm the details of any Transaction of the Use of Service shall not affect the enforceability, validity and binding effect of the use of service or Transaction of the Use of Service against the Applicant.

2.8 The Transaction of the Use of Service and/or electronic transactions including confirmation of such transaction or electronic transaction made or executed through Electronic System shall be deemed as effective and binding on the Applicant and shall be deemed to be lawfully executed, binding and effective, and shall be deemed as an evidence of electronic transaction, and shall be used as original document using as evidence or an evidence in whatever form in legal proceeding, without

2.8.1 the Bank's further enquiry or check as to the genuineness, authority or identity of the Applicant, representative or User and

2.8.2 the Applicant, representative or User being required to execute and/or sign any other documents unless expressly specified otherwise by the Bank.

2.9 The information as to foreign exchange rate, interest rate or any other information, received by the Applicant from the Bank via electronic, is a preliminary information and does not bind the Bank unless the Bank confirms in writing by an authorized person of the Bank.

2.10 The Applicant authorizes the Bank to provide the service pursuant to the Transaction of the Use of Service as informed to the Bank by the Applicant in all respects. The Bank does not have any obligation or duty to verify whether the Transaction of the Use of Service has accuracy or complete information and/or detail or not, and/or whether the Transaction of the Use of Service has been delivered by the Applicant or representative or the User correctly or not. In addition, the Bank does not have any obligation or duty to verify the name of deposit account involving with the Transaction of the Use of Service at that time whatsoever.

2.11 The Applicant agrees that after the Bank has already provided the service in accordance with the Application for the Use of Service, it shall be deemed that the Bank has provided the correct and complete service and such service is binding upon the Applicant in all respects.

2.12 The Applicant agrees that all information derived from the data processing by computer system, microfilm or whatever type of electronic media or information technology media recorded as evidence by the Bank or letter or any evidencing document made pursuant to the Agreement for the Use of Service or in connection with or relating to the use of the Bank's Service as well as any document or evidence of debt executed by the Bank for such process at any time and either currently in existing or to be executed in the future, is correct and binding upon the Applicant in all respects and it shall be deemed as an integral part of the Agreement for Use of the Service and is recognized as the original document using as evidence or shall be used as evidence in whatever form in legal proceeding under the laws.

2.13 In the event that the Bank does not receive money or is unable to fully deduct money from the account pursuant to the amount that the Applicant requests to use the service or instructs the Bank to deduct account for the money transfer to any person, together with fee, service fee and expense which the Applicant and/or the payee and/or any person have to pay to the Bank in accordance with the condition for the service provided by the Bank, the Applicant agrees that the Bank has the right to refuse the provision of the service or to suspend the service or to provide the service with any condition or restriction as the Bank considers appropriate.

### **3. Equipment for Transaction Execution**

In the event that there is any execution of the Transaction of the Use of Service which the Bank requires the Applicant to use the Equipment for Transaction Execution and if the Applicant does not use the Equipment for Transaction Execution or use such Equipment for Transaction Execution differently from the procedure and method prescribed by the Bank for whatever reason, the Applicant agrees and accepts that the Bank shall not be liable for any or all damage suffered by the Applicant and/or any relevant person in all respects and the Applicant also agrees and accepts to be liable for all damage incurred by the Bank and/or any person in all respects.

### **4. Examination of the Result of Transaction Execution and Evidence of Execution of Transaction of the Use of Service**

After the Applicant has executed the Transaction of the Use of Service via Electronic System and has completely processed in accordance with the procedure and method prescribed by the Bank, the Applicant is able to check the result immediately or pursuant to the period of time and condition prescribed by the Bank for each of the services (as the case may be) and examine the result by itself via Electronic System used for such Transaction Execution and download and/or print out the result and evidence of such execution of the Transaction of the Use of Service or examine such result via any other channels or means pursuant to the condition and method prescribed by the Bank.

### **5. Safe Keeping of ID Code and Equipment for Transaction Execution**

5.1 The Applicant shall keep the ID Code confidential and in safe custody and shall not inform or shall disclose or do any acts that may cause other persons to know such ID Code. In addition, the Applicant shall process with care to ensure that the ID Code is used for access the Electronic System by representative or User authorized by the Applicant only.

5.2 Title to the Equipment for Transaction Execution shall always belong to the Bank. The Applicant shall take care and be liable for all costs and expenses incurred in connection with the maintenance and reparation of Equipment for Transaction Execution during the usage period. Upon the Bank's request or if the use of service by the Applicant is cancelled or terminated for whatever reason, the Applicant shall return the Equipment for Transaction Execution to the Bank in good condition or indemnify the Bank for the cost of the Equipment for Transaction Execution if the Equipment for Transaction Execution is lost or damaged and cannot be further used, in accordance with the amount prescribed by the Bank (as the case may be).

5.3 The Applicant shall keep the Equipment for Transaction Execution in safe custody. The Applicant is not entitled to allow or permit any person not involving with the use of such Equipment for Transaction Execution use such Equipment for Transaction Execution, nor shall any other person be allowed

5.4 The Applicant shall not use the Equipment for Transaction Execution and/or shall not use it for any other purpose which is not in connection with the use of Bank's Service or is not in accordance with the procedure and method prescribed by the Bank.

5.5 The Applicant shall strictly comply with the above-mentioned terms and conditions including the security procedure and any relevant rule, regulation and practice and shall procure any person under the Applicant's control whether directly or indirectly to strictly comply with such terms and conditions. Should the Applicant fail to perform in compliance with the above-mentioned terms and conditions, the Applicant shall be liable for all damage incurred.

#### **6. Seizure or Suspension of the Use of ID Code or Equipment for Transaction Execution**

6.1 If the ID Code or Equipment for Transaction Execution is damaged, lost or stolen, the Applicant shall immediately notify the Bank's division in charge of controlling service and request for suspension of the Transaction of the Use of Service only for the transaction that the Bank has not yet executed or processed pursuant to such Transaction of the Use of Service or request for seizure or suspension of the use of ID Code immediately. In addition, the Applicant shall submit to the Bank a letter confirming the damage, loss or theft in the form prescribed by the Bank. In this regard, the Bank will proceed to suspend such Transaction of the Use of Service or seize or suspend the use of ID Code or Equipment for Transaction Execution immediately, after receiving notification by phone, and a confirmation letter from the Applicant.

6.2 It is agreed and accepted by the Applicant that any acts done by the Bank pursuant to the Transaction of the Use of Service before the Bank suspends the Transaction of the Use of Service and/or any acts relating to the use of Bank's Service by using ID Code or Equipment for Transaction Execution before the Applicant notifies the Bank to seize or suspend the use of such ID Code or Equipment for Transaction Execution, shall bind the Applicant in all respects, and the Applicant shall be responsible for such Transaction of the Use of Service in all respects.

6.3 The Applicant agrees to pay fee, service fee and expense in relation to the seizure or suspension of the Transaction of the Use of Service and/or ID Code and/or Equipment for Transaction Execution including any and all damages in connection with any acts done by the Bank pursuant to the Transaction of the Use of Service of the Applicant in all respects.

#### **7. Change or Suspension or Cancellation of the Transaction of the Use of Service Previously Delivered to the Bank**

After the Applicant has already delivered the Transaction of the Use of Service to the Bank, the Applicant is unable to change or suspend or cancel such Transaction of the Use of Service unless in the event that the Transaction of the Use of Service is an instruction made in advance. The Applicant may change or suspend or cancel such Transaction of the Use of Service prior to the date which the Bank has proceeded with any relevant acts pursuant to such Transaction of the Use of Service. In this regard, such change or suspension or cancellation shall be in compliance with the procedure and method prescribed by the Bank for each type of the Transaction of the Use of Service.

#### **8. Procedure Taken if Error Found in Provision of Service**

In the event that the Applicant is aware of any error in using the Bank's Service, the Applicant shall notify the Bank's division in charge of controlling service immediately, and at least, the following information must be given to the Bank, i.e. information in respect of the date and time of such transaction, the place at which terminal is located, the Applicant's and the relevant person's deposit account numbers and/or credit account numbers (if any), the transaction type, the credited or debited amount, the amount/value of the Transaction of the Use of Service including any other information relating to such error as prescribed by the Bank. In this regard, the Bank and the Applicant shall cooperate with each other in investigating and examining the facts and causes of such error, and in remedying such error promptly, and the Bank will then inform the Applicant the result of such remedy pursuant to the procedure and channel made available to and selected by the Applicant, i.e. telephone, post, e-mail, or by any other means or channels as to be further prescribed by the Bank.

#### **9. Request for the Use of Service in case of the Obstruction of Communication or Electronic System**

If there is an occurrence of obstruction event relating to communication system or Electronic System or if the Bank is unable to provide the service through Electronic System for whatever reason, the Bank may consent the Applicant to request for the use of service or executing the Transaction of the Use of the Service by contacting the Bank via any other channels or means as the Bank considers appropriate and under the Bank's business continuity plan for each type of services. In this regard, the Applicant agrees that any communication and/or the use of Bank's Service via any other channels or means are the services governing by the Agreement for the Use of Service.

#### **10. Use of Other Service other than Service stated in the Application for the Use of Service**

The Applicant agrees and accepts that if the Applicant has delivered the Transaction of the Use of Service to the Bank for processing any service and/or any supplement service provided by the Bank which are the services other than those stated in the Application for the Use of the Service, the Applicant authorizes the Bank to proceed with any acts pursuant to the details specified in the Transaction of the Use of Service in all respects and it shall be deemed that the Applicant has requested to use the service pursuant to such Transaction of the Use of Service in accordance with the terms and conditions of the Agreement for the Use of Service. In addition, the Applicant agrees to pay fee, service fee and expense as well as to proceed with any acts in respect of the use of service pursuant to such Transaction of the Use of Service in all respects.

#### **11. Intellectual Property Right**

11.1 The Applicant agrees that the Applicant shall use the Electronic System only for the purpose as specified in the Agreement for the Use of Service and shall not use the Electronic System for any other purposes. The Bank shall not be responsible for any accuracy, completeness or suitability of third party's data, text, image, software, multi-media materials and other content appearing on the Electronic System. It shall be the duty and responsibility of the Applicant to examine such accuracy, completeness and suitability.

11.2 It is agreed and accepted by the Applicant that the Electronic System and information appearing on the Electronic System are protected by the law of copyright, database right and other intellectual property right. The Bank and/or third party (as the case may be) retain all rights, title and/or interest in and to the Electronic System.

The use of Electronic System by the Applicant shall not be deemed as a transfer of ownership or any right in the Electronic System to the Applicant. The Applicant shall be responsible to the Bank and any third party (as the case may be) for any acts committed to the Electronic System or any reference, quote or use of information from the Electronic System that is unlawful or is not legally authorized.

#### **12. Duties of the Applicant in respect of Payment or Refund**

12.1 In respect of the use of service, if there requires to debit or transfer money or process any acts in connection with the Applicant's deposit account, the Applicant agrees and authorizes the Bank to process such acts with all types of the Applicant's deposit account maintained with the Bank immediately pursuant to mutual agreement by the Bank and the Applicant and pursuant to the procedure and method prescribed by the Bank.

12.2 In case of the deposit or transfer of money into the Applicant's deposit account by mistake for whatever reason or in the event of a transfer of money from the deposit account or credit card or electronic card of the Bank's client to the Applicant's deposit account in bad faith, by fraud or other causes which are reasonable grounds to believe that there occurs an unlawful cause, and/or on the ground that the Bank's client is not aware of, give consent or has an agreement or obligation to pay any amount to the Applicant, the Applicant agrees to refund such amount to the Bank and/or the Bank's client by authorizing the Bank to debit such amount from the Applicant's deposit account immediately without having to obtain any consent from the Applicant or to notify the Applicant of such debit.

12.3 The Applicant agrees to pay fee, service fee, interest, insurance premium including any operation cost or any amount in connection with the service under the Agreement for the Use of Service to the Bank pursuant to the rates and condition as prescribed by the Bank, currently in force and including those to be further amended or changed which shall be announced and informed by the Bank to the Applicant in advance (as the case may be).

The Applicant agrees to pay the amount as stated in the first paragraph including the relevant principal amount, expense, damages, stamp duty, tax payment or any amount the Applicant has to pay to the Bank. In this regard, the Applicant authorizes the Bank to debit such amount from all types of the Applicant's deposit account maintained with the Bank immediately or the Applicant makes payment to the Bank pursuant to the method and condition prescribed by the Bank.

12.4 In the event that the Bank does not receive payment or refund arising from or in connection with the entering into the Transaction of the Use of Service and/or any amount the Applicant and/or payee and/or any other person shall pay or refund to the Bank as a result of the use of service pursuant to the Agreement for the Use of Service for whatever reason, the Applicant agrees and authorizes the Bank to debit such amount from the deposit account or to set-off such amount against any amount which the Applicant has maintained with the Bank or which the Applicant is entitled to claim against the Bank as well as any amount under which the Applicant is the creditor of the Bank, and/or to enter either the entire or unsettled amount of the Applicant's debts into the Applicant's current account(s) maintained with the Bank so that such amount shall become the overdraft debt and the Applicant hereby agrees to pay compound interest thereon to the Bank pursuant to terms and conditions of the agreement in respect of the current account or overdraft account, the amount to be paid or refunded and in accordance with the step, procedure and method prescribed by the Bank, immediately and without having to inform or request for a consent from the Applicant. In the event that the Applicant has no current account, the Applicant authorizes the Bank to apply the Applicant's savings account as a current account in accordance with Article 856 of Thai Civil and Commercial Code, and authorizes the Bank to set-off all or some of such debt against any amount which the Applicant is entitled to claim against the Bank as well as any amount under which the Applicant is the creditor of the Bank pursuant to the Bank's method and practice in respect of the current account.

If there is no the Applicant's amount or no balance in such account or the balance thereof is insufficient to cover such amount and/or the Bank is unable to enter either the entire or unsettled amount of the Applicant's debts into the Applicant's current account and/or the Applicant's savings account which is constituted as the Applicant's current account as stated in the preceding paragraph, the Applicant agree to pay such amount to the Bank immediately upon the Bank informs the Applicant in writing, together with the interest thereon at the Maximum Default Rate computed from the date on which such amount or debt is due until such amount or debt has been repaid in full.

12.5 The Applicant agrees and accepts that if the Bank has processed in accordance with the request of the Applicant pursuant to the Agreement for the Use of Service, the Bank shall not have to return any and all fees and/or service fees and/or costs and expenses received by the Bank for whatever reasons.

12.6 Any payment to be made in connection with the Agreement for the Use of Service shall be made in clear and immediately available funds without set-off, counterclaim or any restrictions or conditions.

12.7 Any payment or money transfer made through Electronic System or any other channels of the Bank under Agreement for the Use of Service, shall be subject to laws and/or any agreement which the Bank has with any government organization, authority or agency of Thailand or any other countries such as to authorize the Bank to debit money at the rate under terms and conditions of the laws and/or in respect of such agreement, before making payment or money transfer to or pursuant to an instruction of the Applicant, the Bank shall not have to increase any amount for compensation of the such debit. In addition, as long as the Bank has an obligation to proceed with any acts under the laws and/or any agreement which the Bank has with any government organization, authority or agency as stated in the first paragraph, the Bank has the right to examine and collect the Applicant's information and disclose such information to such government organization, authority or agency.

### 13. Applicant's Representations

The Applicant makes representations to the Bank as follows (on a continuing basis, such representations are deemed to be repeated at each time the Applicant enters into the Transaction of the Use of Service):

13.1 The Applicant has legal capability and power to execute and perform its obligations and duties under the Agreement for the Use of Service.

13.2 The execution, delivery and performance under the Agreement for the Use of Service do not violate or conflict with any law applicable to it, any provision of its constitutional documents or any contractual restriction binding on or affecting it.

13.3 All governmental and other consents that are required to have been obtained by it with respect to the Agreement for the Use of Service to which it is a party have been obtained and are in full force and effect.

13.4 No event of default or potential event of default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under the Agreement for the Use of Service.

13.5 The Applicant shall use the Bank's Service in accordance with the objective, terms and conditions for each service, prescribed by the Bank, only.

13.6 The Applicant agrees to perform its obligations and duties in compliance with the relevant laws, statutes, regulations, ordinances, rules and other governmental rules or restrictions including those to be further amended in all respects.

### 14. Event of Default

The Applicant agrees that it shall be deemed that the Applicant is in default under this Agreement if any of the following events occurs:

14.1 The Applicant violates or fails to perform in compliance with the relevant laws and the relevant governmental regulations, ordinances, rules and restrictions and/or the regulations, ordinances, rules or restrictions prescribed by the Bank.

14.2 The Applicant fails to perform in accordance with or breach, any agreement or terms and conditions specified in the Agreement for the Use of Service.

14.3 The Applicant fails to pay fee, expense or any amount arising from or in connection with the entering into the Transaction for the Use of Service or any amount due under the Agreement for the Use of Service or any amount which may affect the validity and the completeness of any of the Service under the Agreement for the Use of Service.

14.4 Any evidence, document given to the Bank by the Applicant is found to be false or forged or unenforceable.

14.5 The Applicant fails to pay any other indebtedness owed to the Bank and/or any litigation is constituted against the Applicant or there occurs any event which in the opinion of the Bank may prejudice the business operation or financial condition of the Applicant.

14.6 The Applicant becomes insolvent or is in receivership or its assets are condemned or seized by any official receiver or a petition for rehabilitation is filed or the Applicant commits an act of bankruptcy or a petition is filed against the Applicant for bankruptcy, rehabilitation or business reorganization or the Applicant files a petition for rehabilitation or business reorganization or makes a composition with creditors.

14.7 The Applicant commits any acts or consents to the acts causing any person to use the service or Electronic System in a manner that is inappropriate or impolite or violates, insults, slanders, threats or infringes any intellectual property right or agreement in connection with the confidentiality or violates any laws or regulations, ordinances, rules or restrictions of the competent authority supervising the operation of the Bank's Service and/or the business operation of the Applicant and/or the Bank.

14.8 The Applicant intentionally or negligently disseminate software virus or any other malicious programs to Electronic System or commits any acts which disturb or cause any person not be able to normally use the Bank's Service or the Electronic System or affect the efficiency of the Bank to normally provide the Bank's Service or the Electronic System.

14.9 Any representation made or repeated, or deemed to have been made or repeated by the Applicant, is incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated.

### 15. Temporary Suspension, Cancellation, Termination of the Agreement for the Use of Service

15.1 The Applicant is entitled to use the Bank's Service pursuant to the day and time prescribed by the Bank and pursuant to the terms and conditions of the Agreement for the Use of Service and/or under laws, rules, regulations, ordinances or restrictions prescribed by the Bank of Thailand and/or competent authorities and/or the Bank. In this regard, the Bank has the right to prescribe the procedures controlling the Applicant in respect of the use of service for each service and/or at each time, from time to time.

15.2 The Bank has exclusive and absolute right to refuse not to provide service or to provide service with conditions or restriction in respect of the use of service for each service and/or at each time of service from time to time without having to notify the Applicant in advance.

15.3 The Bank has exclusive and absolute right to temporary suspend the service provided by the Bank for enhancement or development of the service or Electronic System or for whatever reason as the Bank considers appropriate, pursuant to the period of time prescribed by the Bank or to change the day and/or time and/or detail of the service and/or type of service or to cancel any or all of the services provided by the Bank or to terminate the Agreement for the Use of Service at any time by giving 30 days prior notice to the Applicant unless there occur any of the following events which the Bank has the right to suspend or cancel the service provided by the Bank or terminate the Agreement for the Use of Service immediately without having to notify the Applicant in advance:

15.3.1 there is any occurrence of the events of default under the Agreement for the Use of Service.

15.3.2 the Bank opines that the business or the business operation of the Applicant may be contrary to the laws, public orders or good morals.

15.3.3 the Bank opines that there are reasonable grounds to believe that there occurs the use of service or the entering into the Transaction of the Use of Service by bad faith, wrongful act or in any manner, and regardless of whoever committed such act.

15.3.4 the Bank suspects or opines that there occurs the Transaction of the Use of Service in a manner that is against the law or does not comply with any rules and regulations governing such transaction.

15.3.5 the Bank suspects or opines that the Transaction of the Use of Service, whether directly or indirectly, is associated with any person (either natural person, juristic person, group of person, organization, country or any sector) identified as committing an act of terrorism, be punished (sanctioned) by or be associated with any person punished by the United Nations, European Union, any country or any authorized institution by law.

15.3.6 the Bank suspects or opines that the Transaction of the Use of Service may be associated with money received from or used for unlawful purposes or for suspicious activities of money laundering or any other provisions of law.

15.3.7 the Bank shall have to comply with laws, regulations, or orders of any court, inquiry officer, government officer or government authority.

15.3.8 any other reasons or requirements which the Bank is unable to notify in advance. In respect of the preceding paragraph, the Bank has the right to report any detail of the Transaction of the Use of Service to the court, inquiry officer, government officer or government authority without having to be liable therefor to the Applicant or any related person. In any event, the Applicant agrees that the Bank shall not be liable for the Bank's operation as stated in this Clause 15.3 in all respects.

15.4 In the event that the Applicant wishes to cancel any or all of the services or terminate the Agreement for the Use of Service, the Applicant shall notify thereof by giving not less than 30 days prior written notice to the Bank.

15.5 The suspension of the provision of service or the cancellation of the provision of service or the use of service shall not release or discharge any and all rights and obligations under the Agreement for the Use of Service or the Transaction of the Use of Service (which has been effective before such suspension or cancellation) and all such rights and obligations shall continue in full force and effect and binding the Applicant and the Bank until the obligations under such Agreement for the Use of Service or the Transaction of the Use of Service have been fully and completed performed. In this regard, the Bank has the right to demand and collect any amount arising from or in connection with the entering into the Transaction of the Use of Service including any amount relating to the use of service pursuant to the Agreement for the Use of Service in full and Clause 12 of General Terms and Conditions of the Agreement for the Agreement for the Use of Service shall apply therewith.

### 16. Applicant's Liability and Limitation of Liability

16.1 Other than any damages and amount which the Applicant is liable pursuant to the Agreement for the Use of Service, the Applicant agrees to indemnify the following damage to the Bank and/or any person:

16.1.1 any damages in connection with or in consequence of the service provided by the Bank to the Applicant pursuant to Agreement for the Use of Service.

16.1.2 if the Bank and/or any person suffered from damage due to the fact that the Applicant has used the service or performed any acts in connection with the use of service, the Applicant agrees to indemnify and hold harmless the Bank against all damage in full and if the Bank has to be liable to any person, the Applicant agrees to be liable to the Bank in the amount equivalent to that amount for which the Bank has compensated to such person together with any other damages suffered by the Bank.

16.1.3 all costs and expenses in connection with legal proceedings, legal fees, other actual costs and expenses and other costs and expenses incurred by the Bank as a result of the enforcement of the Applicant for repayment of debt.

16.2 If the Applicant, whether all process of service or any stage of process, has executed the Transaction of the Use of Service or specified the receipt-delivery of information or document or proceeded with any acts for the use of service pursuant to the Agreement for the Use of Service or any related service under SCB Transaction Banking Service by electronic message or made available through SMS or by e-mail or mail or any other channels and regardless of whether by personal computer or portable computer or mobile phone or any other equipment or devices, , the Applicant agrees and accepts any risk or damage which incurs or may incur as a result of the use of such methods, procedures, channels, equipment or channels, or the delay, error, loss, fraud, modification or amendment of transaction, information or document which may incur during the period prior to the delivery to the Applicant or the Bank (as the case may be) without being constituted as the Bank's fault. The Applicant also agrees that it is an obligation and liability of the Applicant to maintain and safe keep any methods, channels, equipment or devices used for such execution of transaction or receipt-delivery of information or entering into process, provided that the Bank shall not be liable for any error or damage in connection with the use of such methods,



channels, equipment or devices and/or arising from the error, malfunction or insecurity of such methods, channels, equipment or devices, for whatever reason.

16.3 In respect of the use of money transfer via Electronic System, the Applicant shall not be liable for any damage arising from any of the following events:

16.3.1 The Transaction of the Use of Service has occurred before the Bank delivers the ID Code and/or Equipment for Transaction Execution to the Applicant.

16.3.2 The wrongful Transaction of the Use of Service has occurred and without the Applicant's fault.

16.3.3 The Bank fails to perform in accordance with the Application or instruction for suspension of the Transaction of the Use of Service or for seizure or suspension of the use of ID Code or Equipment for Transaction Execution which the Bank has correctly received from the Applicant pursuant to the Agreement for the Use of Service and such failure causes the occurrence of the Transaction of the Use of Service.

### 17. Limitation of Bank's Liability

17.1 The Bank shall not be liable for any damage incurred by the Applicant, payee and/or any person due to the fact that the Bank has suspended or refused to provide the service or has provided the service or has processed pursuant to the Transaction of the Use of Service or Agreement for the Use of Service or information given by the Applicant to the Bank unless such damage occurs as a result of the Bank's willful act or gross negligence.

17.2 The Bank shall not be liable to the Applicant, payee and any person for any or all indirect, incidental, special or consequential losses, damages, claims, such as any economic loss or damage, loss of profits, revenue, goodwill, business opportunity or anticipated return earning etc., due to whatever cause, even though the Bank has acknowledged or acknowledges the possibility of occurrence of such losses, damages or claims.

17.3 The Bank shall not be liable for any error, delay or technical problem or any other problems which might affect the information on the Electronic System (including the initial exchange rate which the Bank may enter into the foreign exchange transaction with the Applicant appearing on the Electronic System) or the accuracy or completeness of the Electronic System or whatever cause which results the Bank not to receive any communication delivered by the Applicant to the Bank through the Electronic System or to receive delay communication of the Applicant, regardless of whether the Applicant has delivered such communication to the Bank within an appropriate time or not. In case of occurrence of such events, the Bank may or may not provide service, or may enter or may not enter into the Transaction of the Use of Service or the electronic transaction with the Applicant as the Bank considers appropriate.

17.4 The Bank shall not be liable to the Applicant and/or any person in all respects if there is any occurrence of obstruction or disruption events in respect of the use of service or the provision of service or the entering into the transaction or there is any error information arising from any of the following events:

17.4.1 the Bank is unable to deduct money from the account specified by the Applicant in full pursuant to the amount and within the period of time and in accordance with the conditions specified by the Bank for each service provided by the Bank.

17.4.2 the Applicant's credit limit for credit facility or other facilities has been suspended or there are any pending legal proceedings against the Applicant.

17.4.3 the transfer of money will cause the balance in the account exceeding credit limit specified for account or credit facility as agreed upon by and between the Applicant and the Bank (if any).

17.4.4 there are any circumstances that laws, government rules and regulations, orders of courts, government authorities, inquiry officer or government officer may impact the use of service or the provision of service or the entering into the transaction or the performance under the Agreement for the Use of Service.

17.4.5 there occur any interruption in respect of the provision of service which the Bank has notified or notifies the Applicant of such interruption before or at the time the Bank provides the service, regardless of whether such interruption arises from whatever cause or force majeure event.

17.4.6 there occur any of events of default under the Agreement for the Use of Service.

17.4.7 there occur any force majeure events or any events beyond the Bank's control such as the inability to use service, delay, disruption, failure or malfunction caused by the Bank's information delivery system, communication system or computer system, computer virus, harmful data, natural disaster, fire, transportation problem, act and regulation of government authorities, act of third persons, labor dispute, labor strike, riot, war, sabotage etc.

17.5 The Applicant agrees that in providing service by the Bank through the Electronic System, the service may be processed in whole or in part through the Electronic System, network, hardware and/or software of other service providers and the Applicant also agrees that the Bank shall not be liable for any delay, failure or malfunction, disruption, interruption, inability to use service, obstruction, accessibility without permission, accessibility by theft, change or modification, incompleteness or inaccuracy caused by the Electronic System, network, hardware and/or software either of the Bank or other service providers.

### 18. Set-Off

The Applicant agrees and accepts that the Bank shall, without prior notice to the Applicant, have the right to set-off and apply any obligation or sum payable or to be payable by the Bank to the Applicant, whether such obligation or sum is matured or contingent and whether the subject of such obligation or sum is of the same kind or not, against or on account of any obligation or sum owing by the Applicant to the Bank, whether matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation. For this purpose, if such obligation and sum are in different currencies, the Bank shall have the right to convert such obligation or sum into Thai Baht currency at a market rate of exchange in its usual course of business of the Bank for the purpose of the set-off and Clause 12.4 of the terms and conditions of Agreement for the Use of Service shall apply therewith.

### 19. Waiver

Failure to exercise, or any delay in exercising, any right, remedy or power provided under the Agreement for the Use of Service or by law shall not preclude or restrict the Bank's right to demand the Applicant to perform or refrain from performing any acts under such Agreement for the Use of Service. No single or partial exercise by the Bank of such right, remedy or power under the Agreement for the Use of Service shall prevent any further or other exercises thereof.

### 20. Assignment of Right and Engagement or Assignment of any Third Person to Provide Service

20.1 The rights of the Applicant under the Agreement for the Use of Service are personal to the Applicant, and such rights shall not be capable of assignment, being transferred, creation of security interest over, or otherwise performs any acts which will result in the same manner as aforementioned, unless the prior written consent from the Bank is obtained.

20.2 The Applicant authorizes the Bank to engage and/or assign and/or procure any other persons or juristic persons to provide any of the services pursuant to the Agreement for the Use of Service including to transfer the Bank's rights and/or obligations under the Agreement for the Use of Service as the Bank considers appropriate.

### 21. Agreement for the Use of Service is not a Contract for Third Party's Right or Benefit

21.1 The Applicant agrees and accepts that the Agreement for the Use of Service is not a provision or contract for third party's rights or benefits pursuant to Section 374 of the Thai Civil and Commercial Code nor create any rights or responsibilities that the third party will claim against the Bank.

21.2 In the event that any person makes payment of goods and/or services by crediting money to deposit account by mistake for whatever reasons, the Applicant agrees that the Applicant shall negotiate and settle with such person directly as well as claim the restitution of such amount. In this regard, the Applicant and/or such person shall have no right to demand the Bank to indemnify for

## 22. Collection, Use and Disclosure of Data

22.1 The Bank may record any communications between the Applicant and the Bank and/or store and/or record and/or process information relating to the Applicant and/or transactions and/or any acts in connection with the use of services of the Applicant for the benefit of enhancement and provision of the Bank's services, including for keeping record as an evidence for the use of services and transactions. The Applicant agrees to and shall not dispute the use of such record and/or information as an evidence against the Applicant under the laws.

22.2 For the use of the Bank's services, the Bank will collect, use and disclose the Applicant's personal data and/or any other person's personal data provided by the Applicant to the Bank for the purpose of providing services in accordance with the Agreement for the Use of Service and any other purposes as prescribed in the Bank's Privacy Notice. To understand how the Bank collects, uses and discloses personal data and the data owner's rights in accordance with the Personal Data Protection Law, the Applicant may further read such Privacy Notice as announced by the Bank on the Bank's website namely [www.scb.co.th](http://www.scb.co.th) and/or any other channels prescribed by the Bank or to be further changed and notified to the Applicant by announcing on such website and/or any other channels prescribed by the Bank. In addition, in the event that the Applicant has given any personal data of any other person including the User and contact person, the Applicant shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice.

22.3 In case the Applicant is a juristic person, the Applicant gives consent to the Bank to collect and use any Applicant's information (which is not personal data under the Personal Data Protection Law) given by the Applicant to the Bank or received or accessed by the Bank from any other sources, for the purpose of complying with the laws and regulations of any countries which govern the Bank; conducting research and analyzing data; managing the Bank's business; proceeding with any acts in relation to the credit facility procedures; and/or offering, giving, or improving any products or services of the Bank, any products or services of any other persons for which the Bank is a distributor or an agent or having a relationship with the Bank.

In addition, the Applicant gives consent to the Bank to send, transfer and/or disclose such information to authorized persons under the laws for the purpose of complying with the laws and regulations of any countries which govern the Bank; and/or to juristic persons or any other persons who are the Bank's counterparty to the contract or have a relationship with the Bank for the purpose of supporting the Bank's provision of services to the Applicant.

22.4 For the benefit of the Applicant, the Bank may send commercial information such as product and service information, marketing information and promotion to the electronic address such as E-mail address and mobile number and the Applicant may cancel or reject the delivery of such commercial information pursuant to the channel prescribed by the Bank.

## 23. Confidentiality Undertaking

The Applicant agrees that any information obtained by the Applicant as a result of the service provided by the Bank hereunder shall be kept in confidence and shall not be disclosed to any person nor shall be used and/or exploited by the Applicant either for its own and/or other person's benefit. In addition, the Applicant shall procure its employee and/or staffs and/or representatives and/or any person obtained such information to strictly comply with the said restriction, even though the use of service hereunder is cancelled or revoked for whatever reasons.

## 24. Amendment of Agreement for the Use of Service and Improvement of Electronic System

24.1 In the event that the Applicant changes any information in relation to the use of service provided by the Bank, home address, office address, telephone number, facsimile number, e-mail address or contact person of the Applicant, the Applicant shall have to notify in writing of such change to the Bank's in-charge division controlling over that service not less than 30 days in advance.

24.2 The Bank has the right to determine, amend, change or increase the total maximum amount of credit line for Transaction Execution per day or each time of the use of the Bank's Service as the Bank considers appropriate.

24.3 The Applicant agrees that the Bank shall have the right to amend, change or add the terms and conditions for the use of service, fee, service fee and cost and expense in connection with the use of service pursuant to the Agreement for the Use of Service as the Bank considers appropriate, provided that the Bank shall notify the Applicant thereof before such amendment, change or addition is in force and effect by general announcing or posting on the Bank's website and/or any other websites as to be further specified or changed in the future (if any). The Applicant can retrieve and/or save and/or print out from such websites by itself, whether at present or in the future. The Applicant also agrees to be bound by such terms and conditions and including those to be further amended, changed or added in the future. In this regard, the Applicant acknowledges and agrees that the Applicant shall have an obligation to follow-up, read and accept to be bound by the amended, changed or added terms and conditions which have been announced by the Bank lately in all respects.

In the event that the amendment, change or addition as stated in the preceding paragraph results in increasing the burden or risks to the Applicant in accordance with the Bank of Thailand's regulations, the Bank shall obtain consent from the Applicant before such amendment, change or addition.

24.4 The Bank has the right to change, modify or develop software, hardware and Electronic System as the Bank considers appropriate. It shall be the Applicant's obligation to prepare and arrange the software, hardware, personal computer and Electronic System of the Applicant in order to serve and be capable of using in conjunction with the Bank's Electronic System.

## 25. Enforcement and Effectiveness of the Agreement for the Use of Service

25.1 The Agreement for the Use of Service constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of the Agreement for the Use of Service. The Applicant agrees to be bound by the terms and conditions of the Agreement for the Use of Service including all information, statements and terms and conditions appearing, displayed and/or existing and/or to be announced by the Bank on the Electronic System in all respects. The statement referred to in the preceding paragraph shall not diminish or impair any of the party's rights and/or obligations under contract, agreement or understanding which has been executed prior to the Agreement for the Use of Service.

25.2 If at any time any terms of the Agreement for the Use of Service are become illegal, invalid or unenforceable in any way, the parties agree that other terms, as the case may be, shall still be legal, complete and enforceable under the laws and shall not be invalidated by the illegality, invalidity or unenforceability of the said terms.

## 26. Communication

All notices, documents, letters or information of the Bank which have been sent or delivered to the Applicant's address, office address, facsimile, e-mail address as specified in the Application for the Use of Service or according to the Applicant's notice of address change, whether by mail, facsimile or e-mail or any electronic communication shall be deemed duly served to the Applicant. The Applicant has already acknowledged such notices, documents, letters or any information and all notices, documents, letters or information received by the Bank from the Applicant or the Applicant's contact person specified by the Applicant shall be deemed as the notices, documents, letters or information of the Applicant which are true, accurate and in accordance with the Applicant's intention and shall bind the Applicant in all respects.

**27. Compliance with Rules and Regulations, Handbooks, Terms and Conditions and Documents relating to the Use of the Bank's Service**

27.1 The Applicant agrees and accepts to be bound by and perform in accordance with the rules and regulations, terms and conditions including handbooks and documents explaining the steps, methods and procedures for the use of Bank's Service prescribed by the Bank which the Applicant has received or is deemed to receive before or on the date the Applicant has executed the Application for the Use of Service, including those to be further added, amended or changed in the future by the Bank and the Bank notifies the Applicant thereof by general announcing or posting on the Bank's website and/or any other websites as to be further specified or changed in the future (if any) or by any other means to be further prescribed by the Bank and it shall be deemed as an integral part of the Agreement for the Use of Service.

27.2 The Applicant agrees that the announcement regarding terms and conditions in respect of the use of service on the Bank's website and/or other websites as to be specified or changed in the future (if any) is an appropriate and acceptable method and the Applicant also agrees that at each time of entering into the use of service or the Transaction of the Use of Service, the Applicant has already agreed and accepted the terms and conditions for the use of service.

**28. Governing Law**

The Agreement for the Use of Service shall be governed by and construed in accordance with the laws of Thailand. Any dispute arising out of or in connection with the Agreement for the Use of Service shall be submitted to the jurisdiction of the courts of Thailand.

**B. Terms and Conditions for SCB Local Collect – BC Service****1. Definitions**

1.1 The words or terms specified in these terms and conditions shall have the same meanings as those defined in the general terms and conditions of the Agreement for the Use of Service unless otherwise explicitly stated herein.

1.2 **"Bill"** means a cheque and/or bill of exchange of any commercial banks or banks established under specific law or draft, and shall be construed so as to include a promissory note and/or bill of exchange giving an aval by any commercial banks or banks established under specific law regardless of whether such bill is due or not. In all events, such bill must be issued in Thai Baht currency only.

1.3 **"Fees for the Use of Service in Diff Zone Type"** means the fees charged from the Applicant by the Bank in respect of providing the deposit service rendered by the divisions or offices or branches of the Bank which are located in the different zone.

1.4 **"Fees for the Use of Service in No Zone Type"** means the fees charged from the Applicant by the Bank in respect of providing the deposit service at one rate, regardless of whether such services are rendered by the divisions or offices or branches of the Bank which are located in the same or different zone, or not.

1.5 **"Fees for the Use of Service in Same Zone Type"** means the fees charged from the Applicant by the Bank in respect of providing the deposit service rendered by the divisions or offices or branches of the Bank which are located in the same zone.

1.6 **"Receiving Account"** means the Applicant's deposit accounts opened and maintained with the Bank determined by the Applicant for the Bank to deposit or credit cash and/or collectible payment under the Bill paid by the Applicant's customers in consideration of goods and/or services sold or provided by the Applicant to its customers pursuant to details specified in the Application including the Applicant's deposit account which its number may be changed thereafter for whatever reasons. In this regard, the Applicant agrees that the terms and conditions of the application for the Receiving Account opening and the terms and conditions for the use of Receiving Account shall be an integral part of these terms and conditions.

2. The Applicant agrees to use SCB Local Collect – BC Services, by requesting the Bank to deposit cash and/or all types of Bill paid by the Applicant's customers in consideration of goods and/or services sold or provided by the Applicant to its customers at the Bank's branches across the country and then credit cash and/or collectible payment under the Bill into the Receiving Account pursuant to the services' details prescribed by the Bank in all respects. In this regard, the Applicant agrees to comply with and be bound by the general terms and conditions of the Agreement for the Use of Service and the terms and conditions of the service as prescribed by the Bank in all respects. Should there be any inconsistency or difference between these terms and conditions and the general terms and conditions of the Agreement for the Use of Service, these terms and conditions shall prevail.

**3. Conditions and Details of Deposit of Money into the Receiving Account**

3.1 In the event of cash deposit, the Bank shall credit such amount of cash deposited into the Receiving Account within the same day of such cash deposited pursuant to procedures specified in the Application.

3.2 In the event of Bill deposit for collection, the Bank shall credit such amount of Bill deposited into the Receiving Account within the day the amount of such Bill has been successfully collected pursuant to procedures specified in the Application and subject to the following terms and conditions:

3.2.1 In the event that the Bank, for any reason, cannot collect any payment under any of the Bill, the Bank shall notify the Applicant on the Banking Day following the date the Bank becomes aware of such non-collectible Bill. In such event, the Applicant may request for return of such Bill from the place as specified in the Application within 5 Business Day from the date the Bank notified the Applicant of such non-collectible Bill, provided, however, that should the non-collection of such Bill be due to the reason of "drawn on the amount awaiting for clearing, please contact drawer", the Bank will re-send such Bill for collection for one more time pursuant to the Bank's practices and should the payment under such Bill still be unable to be collected, the Bank will return such Bill to the Applicant in accordance with the aforesaid procedures.

3.2.2 The Applicant accepts that if it appears that the Applicant is not entitled to any Bill, or the Applicant's rights under the Bill are diminished or impaired for whatever reasons, resulting the Bank being liable to make payment to the drawer or the lawful holder of the Bill or to any other person, the Applicant agrees to indemnify the Bank for such amount paid by the Bank together with interest thereon at the rate equivalent to the maximum default rate computing from the date on which the Bank has made such payment up until the Applicant shall have indemnified the Bank in full.

3.2.3 The Applicant agrees to be bound by and comply with any regulations and practices of the Bank relating to the collection and return of the Bill in all respects and the Applicant agrees not to demand from or claim against the Bank for liabilities for whatever reasons.

3.3 The Bank shall credit the amount of cash deposited under Clause 3.1 and/or the amount of collectible payment under the Bill under Clause 3.2 within the same Business Day into the Receiving Account in a single amount at the end of each Business Day unless specified otherwise in the Application.

The Applicant agrees and fully understands that the amount to be credited to the Receiving Account by the Bank mentioned in the preceding paragraph shall be the net amount after deduction of any fees and/or service fees and/or any costs and expenses which are payable to the Bank by the Applicant at each time.

4. The Bank shall prepare a report of services provided by the Bank hereunder pursuant to details prescribed by the Bank and then upload such report into SCB Business Net system for the Applicant to access and download such report by itself. The Applicant agrees to pay any service fees at the rate and conditions prescribed by the Bank.

5. The Applicant agrees to pay the Bank any fees and/or service fees and/or costs and expenses (if any) in relation to the services hereunder at the rate and conditions as specified in the Application.

6. In the event that the Bank has made the advance payment for any amount on behalf of the Applicant for whatever reasons, the Applicant agrees to reimburse the same amount to the Bank within the time and pursuant to method prescribed by the Bank together with interest thereon at the maximum rate computing from the date on which the Bank has made such advance payment up until the Applicant shall have reimbursed the Bank in full.

7. If the Applicant fails to pay any fees and/or service fees and/or costs and expenses and/or any advance amount paid by the Bank pursuant to the terms and conditions of these services within the specified time, the Applicant agrees to pay interest on such amount to the Bank at the Maximum Default Rate instead of the Maximum Rate computing from the due date thereof as specified by the Bank up until such amount has been paid to the Bank in full, not to claim against the Bank for any damages as a result of such termination by the Bank for whatever reasons.

8. Either party may terminate these services at any time by giving not less than 90 days prior written notice to the other party and the Applicant agrees

### C. Terms and Conditions for SCB Business Pay Services

#### 1. Definitions

1.1 The words or terms specified in these terms and conditions shall have the same meanings as those defined in the general terms and conditions of the Agreement for the Use of Service unless otherwise explicitly stated herein.

1.2 **“Application”** means the Applicant’s application requesting the Bank to proceed under SCB Business Pay services, received by the Bank at each time of requesting for the use of such services. The Applicant’s application must be made in a form and contain information as per details prescribed by the Bank.

1.3 **“Next Day Service”** means the Applicant requests for the use of SCB Business Pay services by specifying the date of requiring the Bank to debit money from the Applicant’s deposit account prior the date of requiring the Bank to transfer money to the Recipient. In order to the use of Next Day Service, the Applicant shall, in advance, submit the Application to the Bank via SCB Business Net service system pursuant to the date and time prescribed by the Bank only. The Bank has the right not to provide the service for any Application submitted via electronic means or any other means and/or exceeding the time prescribed by the Bank.

1.4 **“Recipient”** means the owner of the deposit account who receives the transferred money as designated by the Applicant in the Application.

1.5 **“Receipt Account”** means the deposit account and any other accounts which the Bank designs for supporting services pursuant to provisions of the services hereunder and to which is designated by the Applicant for the Bank to transfer money.

1.6 **“Same Day Service”** means the Applicant requests for the use of SCB Business Pay services by specifying the date of requiring the Bank to debit money from the Applicant’s deposit account on the same date of requiring the Bank to transfer money to the Recipient. In order to the use of Same Day Service, the Applicant shall submit the Application to the Bank via SCB Business Net service system within the time prescribed by the Bank only. The Bank has the right not to provide the service for any Application submitted via electronic means or any other means and/or exceeding the time prescribed by the Bank.

1.7 **“SCB Business Pay Services”** means the payment services which consist of any of the following Bank’s services:

- 1.7.1 SCB Direct Credit Service
- 1.7.2 SCB Payroll Service
- 1.7.3 SCB SMART Credit Service
- 1.7.4 SCB BAHTNET Service
- 1.7.5 SCB i-Cheque Book Service

#### 2. General Terms for the Use of SCB Business Pay Services

2.1 The Applicant agrees to use SCB Business Pay Services pursuant to details prescribed by the Bank; provided that the Applicant agrees to comply with and be bound by the general terms and conditions of the Agreement for the Use of Service and the terms and conditions of the service as prescribed by the Bank in all respects. Should there be any inconsistency or difference between these terms and conditions and the general terms and conditions of the Agreement for the Use of Service, these terms and conditions shall prevail.

2.2 The Applicant agrees that the Applicant shall, at each time of using SCB Business Pay Services, prepare, execute and deliver the Application to the Bank pursuant to the conditions and procedures prescribed by the Bank. It is the Applicant’s obligations to verify or examine that the information and details contained in the Application are true, correct and complete and correspond to the Applicant’s intention. The Bank shall have no obligation or duty to verify or examine the consistency and accuracy of the information and details relating to the use of each service contained in the Application with those specified in any other documents (if any). In light of this, the information and details contained in the Application received by the Bank at each time shall be deemed accurate and correct in order for the Bank to proceed with the services to be provided hereunder in all respects. Should there be any request to the Bank under such Application to debit any amount from a deposit account and/or transfer any amount to the Receipt Account and/or the number of the Receipt Amount is required to be specified in, the Applicant agrees that the Bank may proceed in accordance with the request based on the account number specified in the relevant Application received by the Bank at each time whereby the Bank does not need to examine or verify the name of the Receipt Account or the correctness of such Receipt Account in all respects.

2.3 In the event that the Applicant subsequently finds that there is an error in the Application, previously executed and delivered to the Bank, of the Receipt Account, or the amount requested the Bank to transfer is in excess of the amount payable by the Applicant, or there are any other errors for whatever reasons, and the Applicant then requests the Bank to debit such amount from such Receipt Account, the Applicant agrees and accepts that it shall be the Bank’s discretion whether to proceed in accordance with the Applicant’s request or not.

In the event that the Bank agrees to proceed in accordance with the Applicant’s request as specified in the preceding paragraph, the Applicant agrees to pay any fees or charges, service fees, costs and expenses to the Bank whereby the Bank shall, as payment for such fees or charges, service fees, costs and expenses, be entitled to debit such amount from any deposit account of the Applicant and to perform in accordance with the conditions prescribed by the Bank in all respects. However, should the Bank for whatever reasons be unable to debit any of such amount either in whole or in part as requested by the Applicant, the Bank shall not have to return any fees or charges, service fees and/or any costs and expenses which have already been received by the Bank.

The Applicant agrees and accepts that if there is any damage incurred by the Bank and/or any person due to the Bank’s performance in accordance with such Applicant’s request, the Applicant agrees to be liable for such damage in full. If the Bank is held liable in any amount to any person, the Applicant agrees to be liable to the Bank for the same including any damages incurred by the Bank. In this regard, the Applicant agrees and accepts that if there is any dispute among the Applicant, the Recipient and/or any other person, it shall be the Applicant’s sole responsibility to negotiate and settle such dispute. Furthermore, if there is any damage incurred by the Applicant, the Recipient and/or any other person, the Applicant shall not claim for any compensation or damage against the Bank in all respects.



2.4 The Applicant agrees to pay any fees or charges, service fees, and costs and expenses (if any) in connection with the use of SCB Business Pay Services pursuant to the rate and conditions specified in the Application. In the event that the details of fees or charges, service fees, and costs and expenses for any services are not specified in the Application and the Applicant has delivered the Application in order for the use of such services, the Applicant agrees to pay any fees or charges, service fees, and costs and expenses for the use of such services pursuant to the Bank standard rate and in accordance with the conditions and procedures prescribed by the Bank.

### 3. Additional Terms for Other Services Under SCB Business Pay

In the event that there are any additional services provided by the Bank and/or to be further provided by the Bank in the future, the Applicant agrees to use such services in accordance with the services' details prescribed by the Bank and agrees to comply with and be bound by the conditions and procedures of such services as prescribed by the Bank and informed to the Applicant by the Bank regardless of whether the Applicant has executed the Application or any other documents for requesting the use of such services or not.

### D. Terms and Conditions for the Use of SCB Business PromptPay Service

1. The words or terms specified in these terms and conditions shall have the same meanings as those defined in the general terms and conditions of the Agreement for the Use of Service unless otherwise explicitly stated herein.

2. The Applicant agrees to use SCB Business PromptPay Service hereinafter referred to as "PromptPay Service" with the Bank pursuant to the details of the use of service prescribed by the Bank. In this regard, the Applicant agrees to be bound by and perform in accordance with the general terms and conditions of the Agreement for the Use of Service and the terms of service as prescribed by the Bank in all respects. Should there be any inconsistency or difference between the terms and conditions of this service and the general terms and conditions of the Agreement for the Use of Service, the terms and conditions of this service shall prevail.

3. The Applicant shall have to execute the Application or transaction of applying for PromptPay Service with the Bank pursuant to the channels and methods prescribed by the Bank such as at the Bank's branch, the Bank's internet banking service or any other channels as to be further prescribed by the Bank. In addition, the Applicant is able to specify and use tax identification number or any other information as to be further announced in the future (if any) as PromptPay linked with the Applicant's savings account or current account hereinafter referred to as the "Account" maintained with the Bank and subject to the following conditions:

3.1 The Account linked with PromptPay must maintain normal status and must be an account which the Applicant is solely the owner unless otherwise specified by the Bank.

3.2 The Applicant's tax identification number is able to be specified and used as PromptPay only one (1) PromptPay and must be a number which is not specified and used as PromptPay which is linked with other deposit accounts, regardless of whether such other accounts are maintained with any commercial bank or financial institution.

3.3 One (1) Promptpay can only be linked with one (1) account (all accounts maintained with commercial banks and financial institutions in Thailand are taken into account) unless otherwise specified by the Bank of Thailand and/or the Bank.

4. Upon receipt of the Application or transaction for the use of PromptPay Service, the Bank will send information in respect of applying PromptPay Service for each transaction to National ITMX Company Limited or the service provider prescribed by the Bank, hereinafter collectively referred to as "Service Provider of PromptPay Registration System" for the purpose of verification and registration of PromptPay in the computer system, hereinafter referred to as "PromptPay Registration System" of the Service Provider of PromptPay Registration System. If it is found by the Bank that the information pursuant to the Application or transaction for the use of PromptPay Service is clearly incorrect, the Bank shall have the right to correct or suspend the PromptPay registration as the Bank deems appropriate, provided that the Bank will inform the Applicant.

The Bank will inform the result of PromptPay registration on the same day which the Bank has been informed by the Service Provider of PromptPay Registration System by sending short message (SMS) or via any other channels as to be further prescribed by the Bank.

5. The Applicant represents and warrants that any information specified in the Application for the Use of PromptPay Service is the Applicant's information which is correct, complete and true in all respects. The Applicant has the right and legal capability to use the information and apply for the use of service and enter into any transaction in relation to the application and the use of service hereunder.

6. PromptPay which has already been registered can be specified or used in lieu of the specification of the number of the Account linked with PromptPay for the receipt of the money transfer to the Account or for any transaction to be provided by the Bank thereafter. The transfer service shall be available only for domestic money transfer transactions and within the limited amount per time and per day as specified by the Applicant, but not exceeding the amount and to be in compliance with the terms and conditions prescribed by the Bank.

In this regard, the Applicant accepts and understands that, other than specifically prescribed under these terms and conditions, the use of service hereunder shall not result in cancellation, revocation or amendment of any rights and obligations between the Applicant and the Bank under general terms and conditions for the use of the Bank's service and the terms and conditions for the opening of deposit account linked with PromptPay and/or terms and conditions for the use of any services in relation to the Account and/or the transaction related to the Account.

7. The Applicant agrees and accepts that, in any transaction relating to the Account, should there be a specification of PromptPay linked with the Account, it shall be deemed as the specification of the number of the Account and transaction shall be made with the Account and shall bind the Applicant in all respects.

8. The Applicant is entitled to cancel PromptPay at any time by notifying the Bank in accordance with the terms and conditions as prescribed by the Bank.

9. The Bank is entitled to temporarily suspend the Service or cancel the entire Service or cancel any part of Service hereunder of the Applicant at any time by giving a prior notice to the Applicant. In the event that the Bank is unable to give prior notice, the Bank shall promptly notify the Applicant.

In addition, should there be any of the following events, the Bank is entitled to immediately suspend or cancel the use of PromptPay.

9.1 The Account linked with PromptPay is closed or cancelled, whether by the Applicant or the Bank or the Account is classified as dormant account pursuant to terms and conditions of the Bank or other reasons.

9.2 The Bank is suspicious or is of the view that the Applicant is not the owner of the information which is prescribed as PromptPay or there is the use of PromptPay or the Account linked with PromptPay for or in the affairs which are contrary to the law or public order or good moral of the citizen, or use of PromptPay on the transactions which may be illegal or peculiarity or fraudulent or corrupt or contrary to the law or the internet banking or mobile banking account of the Applicant is violated by hacker or there is any wrongful act.

9.3 The Bank shall comply with the laws, rules, regulations or court orders or competent authorities.

10. When the Bank receives the Application or transaction for the use of PromptPay Service, the Bank will send the information in relation to application for the use of PromptPay Service and the Applicant's information to the Service Provider of PromptPay Registration System and/or mobile operator and/or other person relating with the proceeding in order to provide PromptPay Service to the Applicant. Please further read Privacy Notice of the Service Provider of PromptPay Registration System posted on website of the Service Provider of PromptPay Registration System and/or any channels prescribed by the Service Provider of PromptPay Registration System.

In this regard, the Applicant accepts that the Bank has no liability for any losses and damages caused by error, delay, or malfunction of the computer system and/or the acts of the Service Provider of PromptPay Registration System and/or any persons in any respect.

11. The Applicant agrees to be bound by and comply with these terms and conditions hereunder and agrees to pay the fee, service fee and any expense in relation to the use of service hereunder prescribed by the Bank and notified to the Applicant by the announcement via channels of the Bank whether in existing or to be further specified or amended in the future as the Bank considers appropriate in all respects which shall be deemed as an integral part of these terms. In this regard, the Applicant agrees and consents to the Bank to debit such fee, service fee and expense from the Account linked with PromptPay.

12. These terms and conditions are subject to and form an integral part of general terms and conditions for the use of the Bank's service and the opening of the deposit account linked with PromptPay and/or terms and conditions for the use of any services in relation to the Account and/or the transaction related to the Account, including but not limited to terms in relation to rights, obligations, liabilities and limitation of liabilities of the Bank and the Application pursuant to such terms and conditions.

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