

Provisions Governing Money Transfer to Accounts between Banks via System for Managing Automated Retail Fund Transfer (SMART)

These Provisions are the terms and conditions between the Applicant and Bangkok Bank Public Company Limited ("Bank") governing money transfer to accounts between banks via System for Managing Automated Retail Fund Transfer (SMART), which is the system established for the purpose of retail funds transfer from customers of a bank to customers of another banks by debiting the account between banks, by which the Applicant is fully bound.

1. Services

Money Transfer to Accounts between Banks via System for Managing Automated Retail Fund Transfer (SMART) is the service by which the Applicant authorizes the Bank to deduct amounts from the Applicant's account to pay to its own account or any other person's account maintained at the Bank or any other banks which are members of SMART by instructing the Bank to either deduct the account (a) on the transfer date (SMART Same Day) or (b) a banking day prior to the transfer date (SMART Next Day).

2. Conditions and Process of the Services

- 2.1 The Applicant shall furnish detailed data relating to the transferees' accounts into which the Bank is to transfer the specified amount each time, namely, name of the bank to which the amount will be transferred, account name, account number, the transfer date which shall be a banking day, and the specified amount to be paid by the Applicant, and shall designate the account from which such amounts shall be deducted as instructed by the Applicant by the following means:
 - (1) Uploading transfer data from the Applicant's computer through BIZ iBanking Service to the Bank; or
 - (2) Filling in data directly through BIZ iBanking Service.
- 2.2 The Applicant shall deposit the amounts equal to the amount to be transferred as well as the service fee at the specified rate as appeared on BIZ iBanking Service into the account stipulated by the Applicant to be deducted for such payments, so as to enable the Bank to debit the required amount and credit the same into the transferee's account on the date specified by the Applicant. In the event the amount remaining in the Applicant's account is insufficient for the said purpose, the Bank will suspend the said transfer for all transferees. In such case, the Applicant shall not be entitled to claim any compensation from the Bank and the Applicant shall be responsible for all claims that may be made by the transferee.
- 2.3 For SMART Same Day as stated in Clause 1 (a) the Applicant shall furnish data as specified in Clause 2.1, cancel any data or deposit amounts into the account as specified in Clause 2.2 within 09:00 hours of the transfer date.
 - For SMART Next Day as stated in Clause 1 (b) the Applicant shall furnish data as specified in Clause 2.1, cancel any data or deposit amounts into the account as specified in Clause 2.2 within 09:00 hours of the banking day preceding the transfer date.
- 2.4 The Applicant acknowledges that the Bank is only the sender of detailed data furnished by the Applicant to the Bank pursuant Clause 2.1 to the administrator of SMART and the Bank shall not be responsible for any loss or damage that may arise from the transfer or non-transfer in accordance with the said data.
- 2.5 The Applicant may request the report of the transfer into the account of the transferee by downloading through BIZ iBanking system as from the day following the transfer date.
- 2.6 In the event the System Administrator returns the data to the Bank due to failure to transfer the amount required, the Bank will refund the amount requested for transfer to the Applicant's account no later than the day the Bank receives such returned data.