Provisions Governing different types of BIZ iBanking Services

Provisions Governing BIZ Payroll

These Provisions are the terms and conditions governing BIZ Payroll service between the Applicant and Bangkok Bank Public Company Limited (“Bank”) by which the Applicant is fully bound.

1. Services

BIZ Payroll is the service by which the Applicant authorizes the Bank to deduct amounts from the Applicant’s account to pay salary, wages or any other remuneration (“Salary”) to its employees (“Employee”) having deposit accounts maintained at the Bank or any other bank as agreed between the Applicant and the Employees in accordance with the procedures specified in these Provisions.

2. Conditions and Process of the Services

2.1 The Applicant shall furnish detailed data relating to the Employees’ accounts into which the Bank is to transfer the specified amount each time, namely, (1) name of the bank to which the amount will be transferred (2) account name (3) account number (4) date fixed for Salary payment, and (5) the specified amount to be paid by the Applicant to each Employee, and shall designate the deposit account from which such amounts shall be deducted. However, if any Employees have registered for PromptPay Service with any bank, the Applicant may request the Bank to transfer by reference to such Employee’s mobile phone number or identification number or to any other information that can be used as a reference under PromptPay Service (“PromptPay Transfer”) instead of specifying information in (1), (2) and (3).

2.2 The Applicant shall submit the information listed in 2.1 above by the following means:

(a) Uploading payroll data from the Applicant’s computer through BIZ iBanking Service to the Bank; or

(b) Filling in data directly through BIZ iBanking Service.

Such information may be sent in one or more batches comprising (i) data of Employee with a deposit account maintained at the Bank; or (ii) data of Employee with a deposit account maintained at the Bank and any other banks; or (iii) information for PromptPay Transfer.

2.3 In case the Applicant specified Employee’s deposit account number, the Bank will proceed under the following conditions:

(1) The Bank will proceed with the debit of the Applicant’s deposit account and credit into the Employee’s account on the date and in the amount as specified in the data received.

(2) The Applicant agrees that the number of the Employee’s account received by the Bank is most significant and the Bank does not have to regard to the account name. Therefore, where the Bank has credited the amount into the Employee’s account in accordance with the data furnished by the Applicant to the Bank, the Bank shall be deemed to have fully and correctly performed the service, and the Bank shall not be responsible for any mistake that may arise.

(3) The Applicant agrees that in the case where the data batch received by the Bank contain data of all or some Employees with accounts maintained at any other banks, the Bank shall transfer the required amount into the accounts of all the Employees in such data batch through System for Managing Automated Retail Fund Transfer (SMART) and the Applicant agrees to be bound by the Provisions Governing Money Transfer to Retail Accounts between Banks via System for Managing Automated Retail Fund Transfer (SMART). In this case, the date fixed for Salary payment referred to in Clause 2.1 shall be the banking day.

2.4 In case the Applicant furnishes data batch for PromptPay Transfer, the Bank will deduct the Applicant’s account on the date (which is a banking day) and in the amount specified in the data batch under the following conditions:

(1) where such Employee’s account maintained at the Bank, the Bank will credit such amount into the Employees’ account, or

(2) where such Employee’s account maintained at any other banks, the Bank will send the data to the System Administrator for transmission of such data to the other bank in order for the bank to credit the amount into the Employee’s account.

(3) 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 required for transfer to the Applicant’s account no later than the day the Bank receives such returned data.
2.5 In case of 2.3 (3) or 2.4 (2), the Applicant acknowledges that the Bank is only the sender of detailed data furnished by the Applicant to the Bank pursuant to Clause 2.1 to the System Administrator 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.

2.6 The Applicant shall deposit the amounts equal to the Salary to be paid 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 Employee’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 Employees. 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 Employee.

2.7 The Applicant may request the report of the transfer into the Employee’s account by downloading through BIZ iBanking system as from the day following the date fixed for Salary payment.

**Provisions Governing BIZ Direct Credit (Batch)**

These Provisions are the terms and conditions governing BIZ Direct Credit (Batch) between the Applicant and Bangkok Bank Public Company Limited (“Bank”) by which the Applicant is fully bound.

1. **Services**

BIZ Direct Credit (Batch) is the service by which the Applicant authorizes the Bank to deduct amounts from the Applicant’s deposit account to pay purchase prices of goods, fee for services, prices for securities or any other remuneration to its counterparties (“Counterparty”) having an account maintained at the Bank or any other bank as agreed between the Applicant and the Counterparty in accordance with the procedures specified in these Provisions.

2. **Conditions and Process of the Services**

2.1 The Applicant shall furnish detailed data relating to the Counterparties’ accounts into which the Bank is to transfer the specified amount each time, namely,

- (1) name of the bank to which the amount will be transferred
- (2) account name
- (3) account number
- (4) date fixed for payment
- (5) the specified amount to be paid by the Applicant to each Counterparty,

and shall designate the deposit account from which such amounts shall be deducted. However, if any Counterparties have registered for PromptPay Service with any bank, the Applicant may request the Bank to transfer by reference to such Counterparty’s mobile phone number or identification number or tax identification number or to any other information that can be used as a reference under PromptPay Service (“PromptPay Transfer”) instead of specifying information in (1), (2) and (3).

2.2 The Applicant shall submit the information listed in 2.1 above by the following means:

- (a) Uploading payroll data from the Applicant’s computer through BIZ iBanking Service to the Bank; or
- (b) Filling in data directly through BIZ iBanking Service.

Such information may be sent in one or more batches comprising (i) data of Counterparty with a deposit account maintained at the Bank; or (ii) data of Counterparty with a deposit account maintained at the Bank and any other banks; or (iii) information for PromptPay Transfer.

2.3 In case the Applicant specified Counterparty’s deposit account number, the Bank will proceed under the following conditions:

- (1) The Bank will proceed with the debit of the Applicant’s deposit account and credit into the Counterparty’s account on the date and in the amount as specified in the data received.

- (2) The Applicant agrees that the number of the Counterparty’s account received by the Bank is most significant and the Bank does not have to regard to the account name. Therefore, where the Bank has credited the amount into the Counterparty’s account in accordance with the data furnished by the Applicant to the Bank, the Bank shall be deemed to have fully and correctly performed the service, and the Bank shall not be responsible for any mistake that may arise.

- (3) The Applicant agrees that in the case where the data batch received by the Bank contain data of all or some Counterparties with accounts maintained at any other banks, the Bank shall transfer the required amount into the accounts of all the Counterparties in such data batch through System for
Managing Automated Retail Fund Transfer (SMART) and the Applicant agrees to be bound by the Provisions Governing Money Transfer to Retail Accounts via System for Managing Automated Retail Fund Transfer (SMART). In this case, the date fixed for payment referred to in Clause 2.1 shall be the banking day.

2.4 In case the Applicant furnishes data batch for PromptPay Transfer, the Bank will deduct the Applicant’s account on the date (which is a banking day) and in the amount specified in the data batch under the following conditions:

1. where such Counterparty’s account maintained at the Bank, the Bank will credit such amount into the Counterparty’s account, or
2. where such Counterparty’s account maintained at any other banks, the Bank will send the data to the System Administrator for transmission of such data to the other bank in order for the bank to credit the amount into the Counterparty’s account.
3. 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 required for transfer to the Applicant’s account no later than the day the Bank receives such returned data.

2.5 In case of 2.3 (3) or 2.4 (2), the Applicant acknowledges that the Bank is only the sender of detailed data furnished by the Applicant to the Bank pursuant to Clause 2.1 to the System Administrator 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.

2.6 The Applicant shall deposit the amounts equal to the sums to be paid 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 by the Bank to debit the required amount and credit the same into the Counterparty’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 Counterparties. 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 Counterparty.

2.7 The Applicant may request the report of the transfer into the Counterparty’s account by downloading through BIZ iBanking system as from the day following the date fixed for payment.