

Provisions Governing International Funds Transfer

These provisions are the terms and conditions between the Applicant and Bangkok Bank Public Company Limited (“Bank”) governing International Funds Transfer service for which the Applicant is fully bound.

1. Service

International Funds Transfer is a service by which the Applicant authorizes the Bank to deduct amounts from the Applicant’s account maintained at the Bank and transfer such amounts to the Applicant’s account or any other person’s account maintained at a bank located in a foreign country or a Bank’s branch located in a foreign country.

2. Conditions and Process of the Services

- 2.1 The Applicant shall furnish information relating to the transferee as well as details in connection with the International Funds Transfer to the transferee by filling in such information in English through BIZ iBanking service for registration in the Bank system where such information complies with the Bank’s regulations.
- 2.2 When the Applicant wishes to make an International Funds Transfer to any transferee registered in accordance with Clause 2.1 above, the Applicant shall fill in information through BIZ iBanking service. The transfer date must be a banking day and the amount to be transferred must not exceed the amount stipulated by the Bank.
- 2.3 The Applicant authorizes the Bank to deduct a Baht amount or a Baht equivalent of the foreign currency amount specified in the funds transfer order, as the case may be, as well as service fees, charges and expenses incurred by the use of this Service from the account specified by the Applicant in each funds transfer order,. In the event the amount remaining in the Applicant’s account is insufficient for the said purpose, the Bank will suspend the said transfer.
- 2.4 When the funds transfer order is to be effected on the same banking day as the date the Applicant transmits the funds transfer order, such funds transfer order shall be transmitted to the Bank during 9.00 hrs to 16.00 hrs of such banking day. The Bank will proceed with the transfer using the Bank’s prevailing Selling Telegraphic Transfer Rate at the time of transfer.

Where the Applicant wishes the Bank to effect the transfer on any banking day following the date the Applicant transmitted the funds transfer order, the date specified to be the transfer date shall not be later than 30 days from such transmission date. The Bank will proceed with the transfer by approximately 9.00 hrs of the transfer date, using the Bank’s prevailing Selling Telegraphic Transfer Rate at the time of transfer.

- 2.5 If additional expenses are charged by a foreign bank, the Applicant agrees to pay all such expenses to the Bank by authorizing the Bank to deduct any amounts from an Applicant’s account.
- 2.6 Depending on which stage of operation the transfer is being effected and subject to the terms and conditions of the relevant foreign bank, in the event the Applicant requests the Bank to cancel the funds transfer order that has already been transmitted, the Bank shall make an attempt to comply with such request. In such case, the Applicant shall pay to the Bank for any and all expenses incurred as a result of such cancellation of the funds transfer order and agrees that the Bank shall not be held responsible in the case where such order cannot be cancelled.
- 2.7 In the event the Applicant requests the Bank to conduct an investigation where the transferee has not received the funds within a reasonable time which is not caused by any fault of the Bank, the Applicant shall be responsible for any and all expenses incurred to the Bank as a result thereof.
- 2.8 The Applicant acknowledges that, in the event the Bank is unable to make a transfer as requested and is to return the amount deducted, the Bank will make such return in the currency as deducted and credit such amount in the account specified by the Applicant in the funds transfer order. Where the amount returned is in Baht, the Applicant agrees that the Bank may use its prevailing Buying Telegraphic Transfer Rate at the time of the return.
- 2.9 The Applicant acknowledges that an International Funds Transfer under these Provisions shall be in compliance with the applicable laws and regulations relating to the foreign exchange control.

Where such transfer requires that relevant documents and evidence are to be submitted pursuant to the applicable laws and regulations relating to the foreign exchange control, the Applicant warrants that all such documents and evidence are true, accurate and complete.

2.10 The Applicant agrees that the Bank shall not be responsible for any loss, damage, delay or expenses incurred as a result of the fluctuation of foreign exchange or as a result of the laws or regulations of the countries where the relevant foreign banks are located or the rules of such foreign banks.

2.11 The Applicant requests the Bank to notify information relating to the transfer via e-mail (E-mail SWIFT Copy) to the Super User (as defined in the Terms and Conditions Governing BIZ iBanking Service) of the Applicant.

The Applicant acknowledges that such e-mail notice via E-mail SWIFT Copy is for the Applicant's convenience. The Bank shall not be responsible for any loss or damage arising from any error or default of the internet, telecommunication, computer or electronic devices or from an act of any other person, whether fraudulent or not.

The Applicant acknowledges that such e-mail notice is only for expediency, that the Bank will not warrant any genuineness, accuracy and completeness of the information sent as aforesaid and that such information may be lost or changed during transmission before reaching the Applicant's system.

The Applicant shall use due care in verifying the information received via e-mail with other evidence showing details of such International Funds Transfer in order to prevent any damage that may arise from any error or duplication.

In the event the information appeared in such e-mail notice is different from that sent to the Bank by the Applicant, the Applicant shall promptly inform the Bank thereof.

2.12 In case the Applicant changes Super User's e-mail address from that specified in the Application for BIZ iBanking Service, the Applicant shall forthwith notify the Bank in writing of such change, failing which the e-mail address already given to the Bank shall be deemed to be correct.