

## Terms of Use

### Data Privacy Terms & Conditions

#### **Overview**

The Bangkok Bank PCL Group processes personal and other data to fulfill its contractual obligations to its clients and/or their Associated Persons, to comply with legal obligations and regulatory requirements, or as may be reasonably necessary to conduct its business and other interests. In all cases where the Bangkok Bank PCL Group processes the said personal and other data, it will uphold the rights of its clients and/or their Associated Persons under the Data Privacy Laws and adhere to the general data privacy principles and requirements for lawful processing.

#### **Definition of Terms**

In this Terms of Use, these terms have the following meaning:

***Associated Person*** means any person whose personal data the client provide or is provided on the client's behalf to the Bangkok Bank PCL Group, or is obtained by the Bangkok Bank PCL Group from regulatory authorities or publicly available sources, in connection with the provision of products and services to the client. This includes family members and/or relatives by consanguinity or affinity, minors and other persons under the authority or guardianship of the client, members of the management board, incorporators, directors, investors, beneficial owners, officers, employees, representatives, account signatories, agents, subcontractors and their personnel, and related parties, such as guarantors, security providers or obligors.

***Regulatory Obligations*** means the obligations of the Bangkok Bank PCL Group under (i) the Laws, (ii) the requirements, instructions, directives or requests of a Regulator, including those relating to client verification process, i.e., know your customer requirements.

***Data Privacy Law*** means the Philippines' Republic Act No. 10173 (Data Privacy Act of 2012) and/or Thailand's Personal Data Protection Act B.E. 2562, their Implementing Rules and Regulations (IRR), and other issuances of the Philippines' National Privacy Commission and/or Thailand's Personal Data Protection Committee.

***Bank*** means Bangkok Bank PCL, its Manila Branch, and any of its other branches.

***Bangkok Bank PCL Group*** means and includes the Bank and any of the Bank's branches, its affiliates, subsidiaries or representative offices. Reference to the Bangkok Bank PCL Group includes any successor which, under the laws of the jurisdiction of its incorporation or domicile, has assumed the rights and obligations of any member of the Bangkok Bank PCL Group, or to which under such laws the said rights and obligations have been transferred.

***Laws*** means any local or foreign law, regulation, order, ordinance, rule, judgment, decree, sanction, court order applicable to the Bangkok Bank PCL Group,

agreement between any member of the Bangkok Bank PCL Group and a Regulator, or agreement between Regulators and applicable to a member of the Bangkok Bank PCL Group.

***Regulator*** means any local or foreign central bank, executive, administrative, judicial, quasi-judicial or regulatory body, government, tax authority, securities or other exchange, law enforcement agency and their agents, anti-money laundering body, governmental credit information agency, public authority that has supervision and jurisdiction over any member of the Bangkok Bank PCL Group, or industry body, market operator, or association of financial services.

#### **Collection & Processing of Personal Data**

In connection with the Purposes identified in this Terms of Use, the personal data about the client or the Associated Person that the Bangkok Bank PCL Group may collect and process would include:

***Data that can identify the client and/or the Associated Person/s whether directly or indirectly:***

- a) **Personal identification** (e.g., name, gender, age, date and place of birth, specimen signature, biometrics, Tax Identification Number, Social Security System (SSS) Number or Government Service Insurance System (GSIS) number, facial photograph, membership, work history, benefit, information relating to insurance, profession, job, occupation, business or trade, education, personal information stated or recorded in constitutional, organizational, incorporation or other documents such as but not limited to national identification card, passport, residence certificate, alien identification card, work permit, SSS/GSIS identification card, driver's license, car registration certificate, business license and/or permit).
- b) **Contact information** (e.g., telephone and mobile numbers, facsimile numbers, residence and business addresses, personal and business email addresses, names or accounts of applications or digital channels, such as LINE, Google, Facebook, YouTube, Twitter, WhatsApp or WeChat, information received by the Bangkok Bank PCL Group through branches, telephones, electronic or digital channels, social media, information from CCTV and on-site services which may be displayed or recorded in written form, recording tape or record of transactions, photos or motion images).
- c) **Financial and transaction information**, including source of fund (e.g., deposit account number, investment account number, credit card number, debit card number, type of credit and debit card, deposit account statement, transaction information made through electronic card or via electronic or digital channels, income and expenditure information, credit information, credit rating information, debt payment information, asset information, financial status information, risk

assessment information (such as information relating to suitability test for investment or financial transaction, investment ability, debt settlement, or performance under a service agreement), information generated from analysis of the personal data, information about an act or accusation of an offense, prosecution and execution information, information relating to insurance or investments through the **Bangkok Bank PCL Group**, making or receiving payment information, information for compliance with the Anti-Money Laundering Act and the Foreign Account Tax Compliance Act (FATCA), any other information related to the use of or request for services and transactions with the Bangkok Bank PCL Group).

- d) **Technical information** (e.g., Internet Protocol (IP address), Media Access Control (MAC) address, the identification code affixed to the device connected to the network and the network (MAC address), log, device ID, Application Programming Interface (API), cookies, type and version of plug-in, browser, operating system and platform, internet system or mobile network, geographic location, device setting and other technical data derived from the use of the platform, application and operating system of the Bangkok Bank PCL Group).
- e) **Usage information** (e.g., username, password, search information, visitation statistics, active menu, time spent on the website, platform, and application, timestamp of last click, favorite menu, Q&A, log file, communication information with the Bangkok Bank PCL Group).
- f) **Behavioral information** (e.g., information relating to personal interests or preferences, and characteristic of use or utilization of services).
- g) **Referees** (personal or business).

Sensitive personal data that the Bangkok Bank PCL Group must obtain consent from the client before collecting such sensitive personal data (e.g., biometric data such as facial recognition, fingerprint recognition, iris and voice recognition data; religion; criminal records; data concerning health or any other data as prescribed by the Philippines' National Privacy Commission and/or Thailand's Personal Data Protection Committee.

Other personal and sensitive personal data the client submitted or will submit as part of the Bangkok Bank PCL Group's KYC (Know-Your-Customer) and onboarding requirements, whether recorded in a material form or not, from which the identity of the client or the Associated Person is apparent or can be reasonably and directly ascertained by the Bangkok Bank PCL Group, or when put together with other information would directly and certainly identify the client or the Associated Person.

### **Purposes**

The Bangkok Bank PCL Group may process the client's and/or the Associated Person's personal data for any of the following lawful and business purposes ("Purposes"):

- a) To allow the Bangkok Bank PCL Group and its business partners to offer or recommend products, services, benefits and special offers to the client and/or Associated Person;

- b) To analyze, research and develop products or services of the Bangkok Bank PCL Group or business partners to meet the client's preferences;
- c) To contact and offer information, benefits, products and services that the Bangkok Bank PCL Group considers suitable for the client's preferences;
- d) To transfer the client and/or the Associated Person's personal data to and within the Bangkok Bank PCL Group, including its agents, or any person in a foreign country and related to the performance in accordance with the client's request;
- e) To consider, develop and improve the internal processes of the Bangkok Bank PCL Group in accordance with the rules, guidelines and recommendations prescribed by regulatory agencies overseeing the business conduct of the Bangkok Bank PCL Group;
- f) To access the Bangkok Bank PCL Group's services conveniently and easily or to provide suitable services to the client, by using the client's sensitive personal data;
- g) For the daily operation or provision of services, products, facilities and other banking services to the client; trade reporting; performance/enforcement of the agreement between the Bangkok Bank PCL Group and the client;
- h) For managing the client relationship, or acting on, managing or carrying out any of the client's transactions, requests or queries in connection with the client's contract with the Bangkok Bank PCL Group including in connection with events and conferences sponsored by the Bangkok Bank PCL Group;
- i) In connection with any escalation and investigation of complaints and prevention or reporting of financial crimes;
- j) Fulfilling all of Bangkok Bank PCL Group's Regulatory Obligations and disclosures, reportorial requirements under the Laws, and compliance with all the regulatory requirements and mandates of a Regulator (including reporting under the FATCA;
- k) Implementing internal credit, risk and control, management, administrative, operational and compliance functions/programs/policies (including product development and planning, insurance and audit);
- l) Enhancing or upgrading the Bangkok Bank PCL Group's infrastructure, operational, technical and other internal confidential systems and processes maintained by or on behalf of the Bangkok Bank PCL Group;
- m) Complying with or enforcing terms and conditions of any agreement entered into by or on behalf of the Bangkok Bank PCL Group which it is bound to observe; or
- n) Assisting any assignee, transferee, participant, sub-participant or any proposed assignee,

proposed transferee, proposed participant, proposed sub-participant of any of the Bangkok Bank PCL Group's rights or obligations (or of Bangkok Bank PCL Group's participations or interests in any credit) to conduct due diligence or verification on the client and any related third parties (including, but not limited to, its guarantor(s), security provider(s) or obligor(s)), and/or any individuals connected to such parties.

### **Recipients**

In connection with the Purposes, the Bangkok Bank PCL Group may transfer and disclose the client's and the Associated Person's personal data to any of the following persons or entities in any jurisdiction ("Recipients"):

- a) Any company or entity within the Bangkok Bank PCL Group;
- b) Staff hired or engaged by the Bangkok Bank PCL Group;
- c) Regulator;
- d) Insurers, depositories, central clearing parties, clearing houses, affiliated or unaffiliated providers of outsourced or other services;
- e) Trade repositories or similar facilities or institutions (and related third party service providers, such as custodians, sub-custodians and depositories);
- f) Any court of competent jurisdiction, in defense of claims or enforcement of rights and/or upon competent court's order or any other ground/s allowed under applicable law;
- g) Legal, tax and other professional advisers and auditors of the Bangkok Bank PCL Group who are under a duty of confidentiality; and
- h) An assignee, transferee, participant, sub-participant or a proposed assignee, proposed transferee, proposed participant, proposed sub-participant of any of the Bangkok Bank PCL Group's rights or obligations.

The Bangkok Bank PCL Group may also share the client's or the Associated Person's personal data with a third party:

- a) to whom the Bangkok Bank PCL Group transfer any of its rights and obligations, or assign its rights;
- b) that processes information, transactions, services or accounts on behalf of the Bangkok Bank PCL Group; or
- c) in connection with the sale, acquisition or restructuring of any member of the Bangkok Bank PCL Group.

Where the Bangkok Bank PCL Group transfers personal data outside of the Philippines, it will take reasonable steps to ensure that the Recipients have a standard of protection and policies in place equal to or higher than those provided in the Data Privacy Law and its IRR.

### **Retention**

The Bangkok Bank PCL Group shall not retain personal data longer than necessary or allowed under applicable laws and regulations.

### **Reasonable Security Measures**

The Bangkok Bank PCL Group uses appropriate organizational security, physical and technical measures and processes for safeguarding and protecting personal data. It is committed to implement physical, electronic, and procedural safeguards to protect personal data against loss, misuse, damage and unauthorized processing, access, disclosures or modifications of personal data. The Bangkok Bank PCL Group continuously reviews and enhances its security policies and security measures to consistently maintain a high level of security.

### **Rights under the Data Privacy Law**

Subject to the conditions and exemptions provided under the Data Privacy Law, the client and/or the Associated Person has the right to:

- be informed whether their personal data shall be, are being, or have been processed;
- object to the processing of their personal data and have reasonable access to their personal data;
- dispute the inaccuracy or error in their personal data and have the Bangkok Bank PCL Group correct it immediately and accordingly;
- suspend, withdraw or order the blocking, removal or destruction of their personal data from Bangkok Bank PCL Group's filing system;
- be indemnified for any damages sustained due to such inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of their personal data.

The Bangkok Bank PCL Group may process personal data for any of the Purposes stated herein for the duration of the client's contract with any member of the Bangkok Bank PCL Group and for such period as it is allowed under the Law to process or retain personal data. In no case shall the Bangkok Bank PCL Group use personal data outside of the Purposes stated herein.

The client also authorize the Bangkok Bank PCL Group to disclose any information related to the client's foreign exchange deals, money market, securities trades and all other transactions with Bangkok Bank PCL Group, to the extent necessary to process and settle said transactions, to branches and subsidiaries of the Bangkok Bank PCL Group. Bangkok Bank PCL Group confirms that its Intra-Group policy covering the members of the Bangkok Bank PCL Group and the code of conduct for their personnel contain appropriate provisions to ensure and protect the confidentiality of any and all information received from Bangkok Bank PCL Group.

This Terms of Use is governed by the Data Privacy Law, and the parties submit to the jurisdiction of Philippines courts, to the exclusion of all other courts.

For any concern, please contact us at

[manila\\_cs@bangkokbank.com](mailto:manila_cs@bangkokbank.com).

### **Privacy Notice**

The Bank hereby informs you that the Bank will collect, use and disclose personal data in accordance with your Consent for Collection, Use and Disclosure of Personal Data provided in the succeeding section, and to provide protection to your personal data as required under the Data Privacy Law. In case you suffer any damage due to the Bank's fault or negligence in not collecting, using and disclosing your personal data in accordance with this Terms of Use (Data Privacy Terms & Conditions) and the Consent, the Bank will be responsible for any damage suffered by you.

Other than in this Terms of Use (Data Privacy Terms & Conditions), the Bank has also published details of the collection, use and disclosure of personal data in the Privacy Notice at <https://www.bangkokbank.com/en/Privacy-Notice> in accordance with the Data Privacy Law. The same notice can be found in the Bank's other branches and/or applications. You are therefore advised and encouraged to read and understand thoroughly the details specified under this Terms of Use (Data Privacy Terms & Conditions) and in the Privacy Notice before deciding whether to give your consent.

### **Consent for Collection, Use and Disclosure of Personal Data**

As customer and Data Subject of the Bank, I/we acknowledge that I/we have read and understood thoroughly the terms and conditions provided under this Terms of Use (Data Privacy Terms & Conditions) and the Bank's Privacy Notice, with the objective of getting my/our consent related to the Collection, Use, and Disclosure of Personal Data ( "Consent"). I/we therefore hereby agree and give consent to the Bank to collect, use and disclose my/our personal data for which the Bank is required to obtain my/our consent beforehand as requested and for the following purposes:

1. I/we consent to the Bank to collect, use and disclose personal data for analysis, research and development of products or services of the Bank, companies within the Bank's financial group or business partners to meet my/our preferences as well as creating personalized service model for service provision for me/us;
2. I/we consent to the Bank to collect, use and disclose personal data to contact and offer information, benefits, products and services that the Bank considers suitable for my/our preference;
3. I/we consent to the Bank to transfer my/our personal data to the Bank's branches, agents or any person in a foreign country and related to the performance in accordance with my/our request;
4. I/we consent to the Bank to collect, use and disclose personal data for consideration, development and improvement of the Bank's internal processes in accordance with the rules, guidelines and recommendations prescribed by regulatory agencies overseeing the business conduct of the Bank;
5. I/we consent to the Bank's disclosure of my/our personal data to companies within the Bank's financial group as listed and announced by the Bank through the Bank's website or other channels and to business partners of the Bank for offering and recommending products, services, benefits and special offers to me/us;
6. I/we agree and consent to the Bank's collection and use of sensitive personal data, namely facial recognition data, voice recognition, iris recognition as well as information stated and recorded in identification card, which I/we have provided to the Bank and which the Bank will obtain in accordance with service provision for me/us or from other sources for facial comparison or identity identification and verification in applying or using services with the Bank and/or other persons as per my/our request, and to disclose sensitive personal data as stated above to such persons when necessary or relevant to the processing for the purposes above; and
7. I/we consent to the Bank's collection and use of sensitive personal data, such as health-related information and criminal records, which I/we have provided to the Bank and which the Bank will obtain in accordance with service provision or from other sources or any other similar information for considering financial service provision, debt restructuring or debt rescheduling suitable to me/us, and to disclose sensitive personal data as stated above to regulatory agencies overseeing the business conduct of the Bank or companies within the Bank's financial group when necessary or relevant to the processing for the purposes above. I/we hereby confirm that I/we have read and understood the details specified in the Privacy Notice and in this Terms of Use (Data Privacy Terms and Conditions). In case I/we have given my/our consent to the Bank, this Consent will be in addition to the one previously given to the Bank.

I/we have read and understood the statements in this Consent. I/we hereby consent to the Bank to collect, use and disclose my/our personal data in accordance with this Consent.

If the personal data involved are those of my/our Associated Persons, I/we represent and warrant that I/we have obtained their respective consent for the collection, use and disclosure by the Bank of their personal data in accordance with this Terms of Use (Data Privacy Terms and Conditions) and, accordingly, the Privacy Notice shall be deemed to have been given by the Bank to them (instead of to me/us) and this Consent shall be construed as given directly to the Bank by them (instead of by me/us).