

Terms and Conditions for Bangkok Bank PCL, Japan Branches Registered Foreign Remittance Service

Article 1. Remittance Contract and Cancellation

(1) The contract shall be deemed to have been made when The Bangkok Bank PCL (hereinafter "BBL") accepts the application for Registered Foreign Remittance Service (hereinafter "RFRS") together with the required documents and receives the fund for remittance. RFRS under registered number "TK/OS number" is our own service developed by BBL. BBL reserves the right to cancel this contract anytime at BBL's sole discretion.

"TK/OS number" can be used only when making foreign remittances. The fund with such number received either in cash at BBL's counter or via BBL's account with Sumitomo Mitsui Banking Corporation (hereinafter "SMBC") will be automatically remitted to the respective beneficiaries as identified by its "TK/OS number".

(2) BBL is only responsible for the funds received with "TK/OS number" at BBL's account held at SMBC and is not responsible for any delay or mistake occurred through domestic transfer (FURIKOMI), nor for the inaccurate instructions to BBL as well as for any other consequences arising from causes beyond its control. BBL is not responsible for any consequential damages caused by errors or delays in transmission or non-transmission, neither. Funds may only be sent by the registered applicant of this contract.

(3) Even after the completion of the contract, BBL may cancel the contract should BBL recognize any of the following before the release of payment order. In these cases, BBL is not liable for any loss on applicants and/or beneficiaries from non-remittance.

a) The remittance is in violation of the Japanese laws and regulations for foreign exchange. b) War, civil commotion or some similar occasions will possibly prevent BBL's payment to the beneficiaries or block its funds in the pertinent countries. c) There are reasonable grounds to suspect that the remittance may possibly be linked with the crime, Money Laundering or Anti-Social Activities etc. d) Failure in providing relevant documents to prove purpose of remittance, source of fund and/or declaration letter and/or other documents requested by BBL.

Article 2. Limit of Remittance Amount

BBL reserves the right only to undertake remittances up to a maximum total to all destinations of JPY2,000,000 per calendar month for each customer. If monthly total values in excess of JPY2,000,000 are envisaged, such applicants may be required to provide sufficient documentary proof of the purpose of remittance, the source of funds and/or declaration letter and/or other necessary evidence that may be required. The limit amount is subject to change at the sole discretion of BBL without notice.

Article 3. Applicants' Information

When the applicants request the remittance, BBL will transmit any of the applicants' information it has, such as an address, telephone number, and/or ID number and any other information to identify the applicants, to the Banks concerned on our payment order, or Banks concerned may transmit the same to the payee, in compliance with Japanese and foreign laws, regulations, recommendations, customs, practices, or designated procedures of the Banks concerned, as well as the requirements of the transmission method to be used for the remittance.

Article 4. Transaction

(1) BBL at any time has its own option or discretion of how to transfer funds i.e. either by on-line or telegraphic transfer through its correspondent banks, etc.

(2) Funds received before 3pm on normal business day will be transferred on the day using the day's exchange rate. But the funds received after 3pm will be transferred the following business day at the exchange rate of that day.

(3) For any remittance in a foreign currency, the daily exchange rate set by BBL will be applied. BBL reserves the right to apply a different exchange rate which is the reflection of the market if the market is particularly volatile.

(4) When the remittance is made in a currency other than the one of the country in which the beneficiary is a resident, the funds, unless otherwise agreed between the beneficiary and the paying bank in such country, should be converted and paid at the exchange rate quoted by the paying bank.

(5) An "Customer Copy of Remittance Application" (hereinafter "CCRA") will be issued after each remittance, which will only be mailed to the registered home address. CCRA shall be properly kept, as BBL may request the production of CCRA at a later stage, such as in amendments or cancellation of the remittance.

Article 5. Amendments and Cancellation by the Applicants

(1) Upon the applicants' request, BBL accepts amendments or cancellation for the remittance done in the past. However they may not be completed due to the reasons such as refusal by the Banks concerned, restrictions by laws and regulations and certain actions taken by the governments, courts, or other authorities. BBL does not guarantee if and/or when the funds are returned nor does BBL take responsibility for any additional charges that may be incurred.

(2) The procedures are as follows:

a) Applicants are required to submit "Application for Amendments/Cancellations" prescribed by BBL duly signed by the applicants, together with the CCRA. b) BBL requires the identification of the applicant.

c) On a case-to-case basis (subject to the amount, etc.) BBL requires the applicant to submit a guarantor or representative of corporation to confirm action of the applicant.

d) The applicants may be requested to pay BBL the fee and commission arisen from amendment/cancellation of remittance. e) Upon receipt of the fund, it will be refunded to the applicants, less charges by the Banks concerned.

Article 6. Force Majeure

BBL is not liable for any loss arising from any of the following:

a) An unavoidable event such as wars, calamities or restrictions by laws and regulations, and certain actions taken by the governments, courts or other authorities or any events beyond the control of BBL.

b) Handling the remittance by Banks concerned in accordance with the customs and practices of the locality where they transact business or with certain procedures of them.

c) Mistakes by applicants in remittance details, e.g. wrong TK/OS number, beneficiary, account number, etc.

d) Messages from the applicants to the payee.

e) Relationship among applicant, beneficiary or the third party, on which the remittance is based.

f) Any other loss other than those attributable to BBL.

Article 7. Fees and expenses

(1) Applicants are required to pay the remittance fees and any charges incurred in connection with this transaction as prescribed by BBL. Additional charges, if any, shall be paid to Banks concerned by the applicants upon the request.

(2) When BBL is requested for an inquiry, amendment or the cancellation by the applicants, they are required to pay certain fees as prescribed by BBL and Banks concerned.

バンコック銀行登録型外国送金サービスについての取引規定

1. (送金契約と解除)

(1) 登録型外国送金サービス契約(以後、「契約」)は、当行がお客様から同一サービスについての申込み書、必要書類及び送金資金を受領した段階で成立致します。本契約はTK番号(東京支店)、OS番号(大阪支店)(以後、「TK/OS番号」)を使った当行独自のサービスで、当行の判断によりいつでも自由に解除できるものとします。TK/OS番号は、登録型外国送金サービスをご利用される時のみにご使用いただけます。同番号で特定しました資金を当行カウンターまたは三井住友銀行(以後、SMBC)に保有します当行口座にご入金いただけますと登録の受取人様宛に自動的に外国送金が行われます。

(2) 当行は、SMBCに保有します口座にTK/OS番号で特定しました資金を受領した場合を除いて、国内振込の遅延・誤謬、当行に対する不正確な指示が原因となっている事態、当行の管理不可能な原因に基づく事態及び伝送・非伝送の遅延・誤謬による事態等の責任は一切負わないものとします。

(3) 当行は契約成立後においても支払指図の発信を行うまでは、次の事由に該当すると認められた場合はいつでも自由に契約を解除でき、また、それによる送金依頼人及び受取人に生じたいかなる損害も負担しないものとします。

a) 当該送金が本邦外為関連法規に違反する場合、b) 戦争、内乱及びそれと同様の事態の結果当行の受取人に対する支払が阻止されたり、関係国において通貨が閉鎖された場合、c) 当該送金が犯罪、マネー・ロンダリング及び反社会的活動等に関連している可能性があると感じる相当の事由がある場合、d) 送金目的・資金の原資等が確認できる資料、申告書その他当行が要請する必要書類を提出しただけない場合

2. (送金金額)

本契約による外国送金金額に関し、当行はお客様毎の月間(暦月)送金累計額を最大2百万円と致しております。もし月間の送金累計額が2百万円を超えます場合は、送金目的・原資が確認できる資料、申告書等の書類が追加的に必要となる場合があります。なお、最大送金累計額は、銀行の裁量により予告なく変更されます。

3. (依頼人様の情報)

お客様が外国送金を取組まれる場合、日本及び海外の関係各国の法令・制度・動向・習慣、関係銀行の手続き及び外国送金の伝送手段の条件に従い、住所、電話番号、ID番号等の依頼人様を特定する情報を支払い指図上に記載し関係銀行に伝達します。また、関係銀行は同内容を更に受取人に伝達する場合があります。

4. (送金手続)

(1) 当行は送金資金の伝送手段に関してはオンライン入金、コルレス銀行経由での電信送金等自由を選択できるものとします。

(2) 銀行営業日の午後3時までに受取・入金確認出来た資金は当日のレートで換算の上送金されますが、午後3時より後に受領した場合は翌営業日のレートで換算され翌営業日に送金されます。

(3) 外貨建て送金には当行の設定する日次の為替レートが適用されます。但し、市場が不安定な時は、適宜日次の設定レート以外のマーケットを反映したレートを適用することができるものとします。

(4) 受取人の居住国通貨以外の通貨をもって送金された場合には、その国の通貨への換算には、支払銀行と受取人の間に特に取り極めがない限り、支払銀行で定める為替レートを適用されても異議を申し立てる事は出来ません。

(5) 送金依頼書(お客様控)はご送金の都度本申込書に記載されたご自宅のみへ郵送致します。送金依頼書(お客様控)は、後日送金内容の変更・解除の際にご提示いただきますので、大切に保管して下さい。

5. (依頼内容の変更・組戻し)

(1) 当行は お客様のご要請により送金依頼内容の変更・組戻しの受付をいたします。しかしながら、関係銀行による変更・組戻しの拒絶、法令による制限、政府または裁判所等の公的機関の措置等により取扱いができない場合があります。当行は内容変更・組戻しの可否、資金の返還時期等の保証をするものではありません。また、追加的な諸費用が発生した場合も責任を負うものではありません。

(2) 変更・組戻しの手続きは以下の通りです。

a) 所定の送金内容変更・組戻し依頼書に正しくご署名の上、送金依頼書(お客様控)とともにご提出下さい。

b) 送金依頼人様の本人確認資料をご提示下さい。

c) 当行は場合により、保証人、会社の代表者等により依頼内容を確認させていただきます。

d) 送金依頼人様には所定の手数料をお支払いいただきます。

e) 資金のご返却は当行が資金の受取り・入金を確認後、関係銀行の諸費用を控除した残金をお支払い致します。

6. (不可抗力による免責)

当行は以下の場合には責任を負いません。

a) 戦争、災害、法令による制限、政府または裁判所等の公的機関の措置等やむを得ない事由により生じた損害

b) 関係銀行の所在国の慣習、手続きに従って取扱ったことにより生じた損害

c) 登録番号相違等送金依頼人の責に帰すべき事由により生じた損害

d) 送金依頼人から受取人へのメッセージに関して生じた損害

e) 送金依頼人、受取人及び第三者との送金の原因関係に関して生じた損害

f) その他当行の責に帰すべき事由以外の事由により生じた損害

7. (手数料・諸費用)

(1) 送金受付に当りましては当行所定の手数料及び諸費用をいただきます。また、関係銀行からの追加費用も請求があり次第いただきます。

(2) 送金に関するご依頼人様からの照会、内容変更、解除については、当行及び関係銀行所定の手数料をいただきます。