

Terms and Conditions Governing Bualuang iBanking and Bualuang mBanking Services
(Effective as of November 20, 2020)

For the purpose of my utilization of Bualuang iBanking and Bualuang mBanking Services of Bangkok Bank Public Company Limited (the "Bank"), I agree to be bound by the following terms and conditions:

1. Definitions

- 1.1 "Service" means Bualuang iBanking and Bualuang mBanking services.
- 1.2 "BiBS" means Bualuang iBanking Service.
- 1.3 "BmBS" means Bualuang mBanking Service (Bangkok Bank Mobile Banking).
- 1.4 "Applicant" means a person who has signed the Bualuang iBanking and Bualuang mBanking Services application form as Applicant or a person who has previously applied for the utilization of BiBS or this Service through any channel provided by the Bank.
- 1.5 "User ID" means a user id issued by the Bank and given to the Applicant who has applied for BiBS, or a user id later selected by the Applicant who has applied for BiBS, before agreeing to utilize this Service, which can be automatically used as a user id for this Service; or a user id selected by the Applicant to access this Service.
- 1.6 "PIN" means a code issued by the Bank or selected by the Applicant, whichever the case may be, to access BiBS or BmBS for the first time.
- 1.7 "Password" means a code selected by the Applicant to access BiBS before agreeing to utilize this Service, which can be automatically used as password for this Service, or a code selected by the Applicant to access this Service.
- 1.8 "Mobile PIN" means a pin selected by the Applicant as a code to utilize BmBS through the BmBS application installed on the Applicant's mobile phone or any other communication device.
- 1.9 "Biometrics" means authentication using a person's biometrics such as fingerprints or facial recognition instead of Mobile PIN.
- 1.10 "PromptPay Service" means electronic transaction services with reference to identification number, mobile phone number, numerical number or any other identifier as may be later specified.

1.11 "One Time Password" or "OTP" means a secret code that the Bank sends via SMS to the Applicant's mobile phone number registered with the Bank to confirm certain activities or transaction, which will expire within the time period specified by the Bank.

2. Services

The Applicant may utilize the following services:

2.1 via BiBS and BmBS

2.1.1 Verification of account activities for, e.g., activities of deposit accounts, credit card accounts and mutual fund accounts

2.1.2 Money transfers, payments and top-up

- (1) Money transfers to the Applicant's deposit account maintained at the Bank
- (2) Money transfers to other person's deposit account maintained at the Bank or any other bank
- (3) Money transfers via PromptPay
- (4) Payments for goods and services
- (5) Top-up for payment

2.1.3 Services relating to purchase, sales or switching of mutual funds

2.1.4 Purchasing of bonds

2.1.5 International funds transfer

2.2 via BiBS

2.2.1 Applying for receiving of dividend payments

2.2.2 Opening of a securities trading account

2.2.3 Applying for direct debit service

2.2.4 Other services, such as stopping payments of cheques, cheque return item verification, requesting the Bank to verify irregular transaction

2.3 via BmBS

2.3.1 Money transfers using mobile phone number registered with BmBS

2.3.2 Money transfers or making of payments using QR code/barcode

2.3.3 Creating PromptPay QR code for receiving payment

2.3.4 Electronic donations (eDonation)

2.3.5 Cardless withdrawal via ATMs of the Bank

2.3.6 Withdrawal and deposit via banking agents

2.3.7 Viewing of account balance without having to log in

2.4 Other services as specified on the Bank's website

The utilisation of certain services; namely, those stated in clauses 2.1.3, 2.1.4, 2.1.5, 2.2.1, 2.2.2, 2.2.3 and other services specified by the Bank shall be subject to the conditions prescribed for such service which will be shown on BmBS system.

3. Conditions for Service Utilization

3.1 General Conditions

The Applicant hereby acknowledges, accepts and agrees as follows:

- 3.1.1 in the event the Applicant has applied for this Service by commencing the application process and completing it through a method provided by the Bank without signing any document, the Applicant agrees to be bound by the relevant terms and conditions prescribed by the Bank in all respects without having to sign any documents;
- 3.1.2 to comply with the service manual provided by the Bank in the form of pamphlet, text posted on the Bank's website or in any other form as the Bank deems appropriate, which shall be deemed part of these Terms and Conditions;
- 3.1.3 the Applicant acknowledges that each service provided by the Bank via this Service is governed by the provisions, terms and conditions relating to such service which can be viewed by the Applicant at any time at the Bank's website, BiBSs' website and the Applicant agrees to be bound by the said provisions, terms and conditions in all respects;
- 3.1.4 that any activity performed with the use of (1) User ID and PIN or Password or (2) Mobile PIN or (3) Biometrics authentication or (4) OTP or (5) any other means provided by the Bank in accordance with the procedures and conditions for utilization of such type of service shall be considered an activity performed by the Applicant and shall be binding on the Applicant without the Applicant having to sign any documents;
- 3.1.5 to keep User ID, PIN, Password and Mobile PIN (if any) confidential and not to disclose them to any person;
- 3.1.6 that in the event any other person gains knowledge of the PIN, the Applicant shall immediately give notice of cancellation of the PIN to the Bank and request a new PIN in accordance with the procedures prescribed by the Bank;
- 3.1.7 that in the case where any other person gains knowledge of User ID, Password and Mobile PIN (if any), the Applicant shall immediately changes the said codes in accordance with the procedures specified by the Bank;

- 3.1.8 that BiBS may be utilized via the internet or any other system through the use of computer, mobile phone or other means prescribed by the Bank and that BmBS may be utilized via a mobile phone or any other communication device prescribed by the Bank;
- 3.1.9 in the case where the Bank provides for the use of the Service by any other means as specified in Clause 3.1.4 (3), the Bank may limit the Applicant's use to certain types of services only, e.g. verification of the account balance and account activities, but the Applicant may use other services hereunder by proceeding in compliance with the provision of Clause 3.1.4 (1) or (2), whichever the case may be;
- 3.1.10 that the Applicant may view information and perform transactions via BiBS 24 hours every day, except for transfers of funds into deposit accounts of other individuals, suspending payments of cheques, suspending withdrawals from passbooks and for certain activities and transactions which can only be performed during time periods set by the Bank;
- 3.1.11 that the Applicant may view information and perform transactions via BmBS 24 hours every day, except for transfers of funds into deposit accounts of other individuals and for certain activities and transactions which can only be performed during time periods set by the Bank;
- 3.1.12 that the Bank has prescribed maximum amounts per transaction and per day for each type of transaction offered within this Service, which may be viewed from the Bank's website and the BmBS application. The Applicant may adjust any such limits through the channel used for this Service or any other channel as may be specified by the Bank;
- 3.1.13 that in the event the Bank agrees that the Applicant may apply for any service provided by the Bank via this Service or any other channel prescribed by the Bank instead of signing an application form for said service, the Applicant agrees to be bound by the terms and conditions governing such Service in all respects as if the Applicant has applied for such service by signing such application;
- 3.1.14 that transactions relating to foreign currency exchange shall be conducted in accordance with the conditions relating to such service;
- 3.1.15 that in the event the Applicant has conducted a transaction via this Service resulting in an overdrawn amount in the Applicant's current account, the Applicant agrees to be bound by the conditions relating to an overdraft as agreed with the Bank or as prescribed by the Bank, whichever the case may be;

- 3.1.16 in utilizing BmBS installed on the Applicant's mobile phone or any other communication device, the Applicant has allowed the Bank to check information related to that device including if the device of the Applicant has been modified in any way such as Jailbreak (iOS modifications), Root (Android modifications), or any other actions. The Applicant agrees to the Bank to suspend this Service and the Bank is not responsible for any damage that may happen in all respects. The Applicant acknowledges that he is at risk in using the Service if the operating system of the mobile phone or other communication device of the Applicant is incorrect, not up to standards or has been modified;
- 3.1.17 The Applicant agrees to keep their BmBS and the operating system of their mobile phone or other communication device up to date. Otherwise, the Applicant may not be able to use BmBS;
- 3.1.18 that the Bank may not be able to provide this Service temporarily in the case where the computer system, equipment, communication system or network relating to BiBS is damaged, under repair or maintenance, or where the Service is unavailable due to a force majeure event;
- 3.1.19 that the Bank reserves the right to change any terms and conditions as well as service fees. Any such changes shall be announced by the Bank at the office/branch or website of the Bank. In case of change of service fees, the Bank shall announce or inform the Applicant no less than 30 days in advance;
- 3.1.20 that if the Applicant finds an error in this Service or has any question about account activities, the Applicant shall provide the Bank with details thereof for the Bank's investigation. The Bank shall solve the issue(s), update, or inform the Applicant of the progress within the time period specified on the Bank's website or such other time as can be expected in the case where such investigation could not be completed within the period specified;
- 3.1.21 that any communication, letters and notices sent by the Bank to the Applicant by postal delivery or by E-mail at the address indicated by the Applicant shall be considered as having been duly delivered to the Applicant, and that it is the Applicant's responsibility to notify the Bank immediately of any change of address or E-mail address in writing or via BiBS;
- 3.1.22 in the case where the Applicant has agreed to be bound by the terms and conditions governing BiBS, whether such terms and conditions appeared in the back of the BiBS service application form, the BiBS and BmBS services application form, the Provisions Governing Bualuang iBanking service pamphlet, or on the

Bank's website or elsewhere, the Applicant agrees to be bound by and to comply with these terms and conditions in replacement of those previously agreed;

3.2 Specific Conditions

3.2.1 Money transfers or making of payments

For money transfers or making of payments, the Applicant may only transfer money from a savings account or current account only.

(1) Money transfers or making of payments effected by specifying the deposit account number of the recipient or code of the payee

The Applicant may execute the transaction by specifying the recipient's deposit account number or the code of the payee via BMBS, in which case the Applicant will, by himself/herself, verify the accuracy of the recipient's deposit account number or the payee's code, and the Bank will proceed according to the Applicant's instruction. The Applicant may also proceed with the aforesaid via BiBS following the Bank's notification on the Bank's website.

(2) Money transfers or making of payments effected by specifying the recipient's mobile phone number registered with BmBS

The Applicant may transfer money or make payment using the recipient's mobile phone number registered with BmBS instead of using the recipient's deposit account number maintained with the Bank, provided that the Applicant shall examine the accuracy of the recipient's information by himself/herself.

(3) Money transfer or making of payments via PromptPay.

The Applicant may transfer money or make payment to the recipient who has registered with PromptPay Service, in which case the Bank will proceed with the funds transfer according to the Applicant's request, provided that the Applicant must verify the accuracy of the relevant data by himself/herself.

(4) Money transfers or making of payments via QR code/barcode.

The Applicant may transfer money or make payment using a QR code or barcode (whether or not via PromptPay) via BmBS for both domestic and international money transfer or payment under the following conditions:

- i. The Applicant shall scan the QR Code/barcode of payee, merchant or payee company, or show the QR Code/barcode to the payee, merchant or payee company to scan. The transfer or payment will be completed when the Applicant confirms that the transaction has been effected as instructed by the Applicant.
- ii. In making a money transfer or payment using a QR code/barcode without having to entering the Mobile PIN ("Quick Pay"), the Applicant

may make such transfer or payment within a daily limit for Quick Pay specified by the Applicant (which shall not exceed the daily limit for Quick Pay prescribed by the Bank), provided that the Applicant may change such limit at any time via BmBS.

- iii. The Applicant shall verify the accuracy of the amount of money, payee's name, merchant's or payee company's name, exchange rate, currency (in case of an overseas payment), mobile phone number, citizen ID number, or account number (as the case may be) including the accuracy of the merchant's or payee's QR code.

3.2.2 Creating PromptPay QR Code for receiving payment

The Applicant may create a PromptPay QR Code via BmBS to receive payment into the PromptPay account which has been registered with the Bank, in which case the Applicant shall verify the accuracy of the transaction by himself/herself.

3.2.3 Electronic donation (eDonation)

The Applicant can donate money to donation agencies, namely educational institutions, religious institutions, hospitals and other public charities registered with the Revenue Department. If the Applicant wishes to receive tax benefits, the Applicant may instruct the Bank to send information about the donation to the Revenue Department on behalf of the Applicant. In the event the Applicant wishes to obtain a receipt, the Applicant shall contact the donation agency directly.

3.2.4 Cardless withdrawal via Bangkok Bank's ATMs or automatic deposit machines (Cardless withdrawal)

- (1) The Applicant may make cardless withdrawals from Applicant's accounts linked to BmBS in accordance with procedures and methods specified by the Bank. The Applicant shall scan the QR Code within the specified timeframe, failing which such withdrawal will not be effected.
- (2) The Applicant may cancel a cardless withdrawal transaction which has been initiated but has not yet been completed at the Bank's ATM or automatic deposit machine.
- (3) The Applicant agrees to accept a cardless withdrawal transaction conducted by scanning the QR Code, whether or not such transaction has been made by the Applicant himself/herself or any other person. It shall be deemed that the said transaction is correct, completed, and binding on the Applicant in all respects

as if it was done by the Applicant himself/herself without having to sign any documents.

- (4) In the event a fee for using the cardless withdrawal service will be charged by the Bank, the Bank will notify the Applicant during the transaction process, and the Applicant agrees to pay said fee and to the Bank debiting it from the Applicant's account.

3.2.5 Stopping payment of cheque

The Applicant may instruct the Bank to stop payment of cheque via BiBS, in which case the Bank will proceed with such instruction promptly, and such stop payment instruction will take effect after the lapse of 5 minutes from the time the Bank receives such instruction. If the cheque is under the process where it cannot be stopped by the Bank, the Applicant will not demand that the Bank be responsible for any loss or damage that may occur therefrom.

4. Bank's Responsibilities

The Bank will be responsible for any loss or damage arising from the Bank's willful misconduct and gross negligence, to the extent that such loss or damage is ordinarily incurred and shall not be liable for any loss or damage that occurs under special circumstances. However, the Applicant agrees that the Bank shall not be responsible for any loss or damage resulting from:

- 4.1. the use by any person of the Applicant's User ID, PIN or Password, Mobile PIN or any other means in accordance with procedures prescribed by the Bank;
- 4.2. force majeure events or events that are not under the Bank's control including failure of equipment or communication systems, inoperative connection signals, computer virus, unlawful acts or in the case where the Bank suspends this Service for the purpose of system upgrade or maintenance, which prevents the Applicant from using this Service;
- 4.3. delay or error caused by, or deficiency of, computers or equipment of the Applicant, the Bank, Internet Service Provider or any other communication network, provided that the Bank shall be responsible if such delay, error, or deficiency is caused by the Bank's willful misconduct or gross negligence;
- 4.4. delay caused by the process of this Service;
- 4.5. non-compliance by the Applicant of these terms and conditions, or any provisions, terms or conditions of any service utilized by the Applicant via this Service.

5. Fees

The Applicant agrees to pay the annual fee, service fees, and other expenses relating to the use

of this Service and other services utilized by the Applicant via BiBS at the rates announced by the Bank. The Applicant agrees that the Bank may deduct any amount from the primary deposit account or any other account of the Applicant to pay for the said fees and expenses.

6. Disclosure of Information

The Applicant agrees and consents that the Bank may keep, collect, use and disclose information relating to the Applicant as the Bank deems necessary and appropriate or for security purpose or deems beneficial to the Applicant to receive proposals on other services of the Bank and that the Bank may send information as well as offer/recommend products, services, benefits or special offer from the Bank to the Applicant.

7. Termination of Service

- 7.1 The Bank may terminate this Service at anytime without having to notify the Applicant in the case where:
- (1) the Applicant has not accessed this Service for a period of more than 1 year from the date of completion of the application process or from the date of the last access to this Service by the Applicant; or
 - (2) for any reason, the Bank is unable to deduct any amount from the Applicant's deposit account to pay for the annual fee or service fees.
- 7.2 The Bank may terminate BiBS or BmBS or any service provided via BiBS or BmBS without having to inform the Applicant in advance.
- 7.3 The Applicant may terminate the use of this Service at anytime by giving a 15 banking days' prior written notice to the Bank in accordance with the procedures prescribed by the Bank. Such notice shall take effect at the end of the 15 banking days' period, and all remaining instructions made in advance through BiBS or BmBS that are to be effected after the end of the said period shall be automatically cancelled.