

Personal Electronic Banking is available to current customers of the Bank who are individuals. In order to apply for this service, You must have at least one account with the Bank that is a saving account or a current account.

只要您在中国银行(泰国)股份有限公司拥有至少一个账户,如储蓄账户或支票账户,即可申请开通我行电子渠道业务服务。

In completing the Application Form for Personal Electronic Banking, please use BLOCK CAPITALS and ensure the information provided is true and correct.

请使用大写字母填写个人电子银行服务申请表,并保证所提供的信息准确、真实。

# E-CHANNEL SERVICES 电子渠道业务服务 ประเภทบริการ

Internet Banking 网上银行	Mobile Banking 手机银行
□New Application 全新申请 เปิดใช้บริการ	□New Application 全新申请 เปิดใช้บริการ
□Change of Information 修改服务信息 แก้ไขข้อมูล	□Change of Information 修改服务信息 แก้ไขข้อมูล
□Cancellation 取消 ชกเลิกบริการ	□Cancellation 取消 ยกเลิกบริการ
□Recover Forgotten Username 恢复用户名 ក្តីតំបនអ័ពស្ពឺទៃ	□Recover Forgotten Username 恢复用户名 กู้คืนรหัสผู้ใช้
□Obtain New Password 密码重置 ขอรหัสผ่านใหม่	□Obtain New Password 密码重置 ของหัสผ่านใหม่
□Change Internet Banking Status 更改状态 เปลี่ยนแปลงสถานะ	□Change Internet Banking Status 更改状态 เปลี่ยนแปลงสถานะ
் Block Access 冻结 ระจับสิทธิ์	Block Access 冻结 ระจับสิทธิ์
் Unblock Access 取消冻结 ชกเลิกการระจับสิทธิ์	் Unblock Access 取消冻结 ชกเลิกการระจับสิทธิ์
E-token 动态口令牌	
□Request E-token 申请动态口令牌 ขอรับ E-Token ใหม่	
□Cancellation 注销 ชกเลิก	
🗆 Block access 冻结 ระจับสิทธิ์	
🗆 Unblock access 取消冻结 ยกเลิกการระงับสิทธิ์	

# CUSTOMER INFORMATION 客户信息 ข้อมูลทั่วไป

Title 称呼 คำนำหน้าชื่อ	□Mr. 先生 นาข□Mrs. 夫人 นาง□Ms.女 นางสาว □อื่นๆ Others 其他 (ระบุ Please specify 请具体注明)	
GivenName 名 ชื่อ	Surname 姓 นามสกุล	
ID No. / Passport* 身份证/护照号码	Nationality 国籍 ชัญชาติ	
Email Address 电子邮箱地址		
Contact Address 联系地址 ที่อยู่ในการติดต่อ	Same as existing Customer Information when opening account (CIF) Yes No, kindly change to:	
Mobile No. 手机号码 โทรศัพท์มือถือ	Same as existing Customer Information when opening account (CIF)□ Yes □ No, kindly change to:	
Telephone No. 固定电话 หมายเลข โทรศัพท์	Same as existing Customer Information when opening account (CIF)□ Yes □ No, kindly change to:	

# BANKACCOUNT INFORMATION 账户信息 ข้อมูลบัญชี

Account No. 1/账户号码 1	Debit Card No. / 借记卡号
Account No. 2 /账户号码 2	
Account No. 3/账户号码 3	
Account No.4 /账户号码 4	Credit Card No. / 信用卡号
Account No.5 /账户号码 5	
Bank Branch Name 受理单位名称 CIF Number	Date 日期

# For Bank's use only 银行专用

受理单位名称		Date 日期	
CIF Number 客户号		E-Token No	
All the above information have been checked 以上填写内容经开户行核实无误□Yes □No <u>Document Check List:</u>			
□ID No./ Passport verification □Permit/VISA verification			
Attended By 经办人员签字		Approved By 审批人员签字	
Remarks 备注			

## **Privacy Consent & Acknowledgements**

I/We agree and understand that:

- 1. the information collected in connection with my/our application for the Personal Electronic Banking Services, is collected by Bank of China (Thai) Public Company Limited (the "Bank").
- 2. the Bank collects this information so that it can process the application and provide Personal Electronic Banking Services to me/us.
- 3. the Bank is required to collect certain information about me/us under anti-money laundering and counter terrorism financing laws.
- 4. the Bank and any other member of the Bank of China Group (the "BOC GROUP") may exchange any information about me/us including:
  - o any information provided by me/us in this document;
  - o any consumer credit related information;
  - o any other personal information I/we have provided or which is lawfully obtained by any member of the BOC Group;

and

- transaction details relating to my/our relationship with any member of BOC Group.
- 5. the Bank may exchange any information about me/us to overseas entities belonging to the BOC Group and any overseas service providers used by any member of the BOC Group.
- 6. if any member of the BOC Group engages a service provider to do something on their behalf (e.g., a mail out or data processing), the member of the BOC Group and the service provider may exchange with each other any information referred to above.

- each member of the BOC Group may give any information referred to above to entities other than those in the BOC Group and/or service providers (whether domestic or overseas) where the member of the BOC Group is:
  - required or allowed to do so by law;
  - o where I/we have consented; or
  - the disclosure of information is necessary to give effect to the instructions provided by me/us during our use of the Bank's Personal Electronic Banking Services.
- any information referred to above can be used by the BOC Group and any service provider to open the account I/we have requested and for account administration, planning, product development and research purposes.
- 9. in most cases I/we may access any personal information that the BOC Group holds about me/us and request for it to be updated/amended if the personal information about me is incorrect by contacting the relevant branch at which my/our account/s was/were established. If this is not possible for any reason, I/we will be told why.
- 10. if I/we fail to provide any information requested in this form, or do not agree to any of the exchanges or possible uses detailed above, my/our request for Personal Electronic Banking Services may not be accepted by the BOC Group and the Bank may be unable to provide Personal Electronic Banking Services to me/us.
- 11. documents presented for identification may be verified by the BOC Group with the appropriate authority.
- 12. The customer agrees and consents to the Bank to debit or transfer money from account(s) that the Customer allowed to use with Personal Electronic Banking Services to complete the customer's instruction and to make a payment for fee and service charges and/or other obligations that the Customer is required to pay to the Bank due to use of the Services at the rate announced by the Bank and/or adjusted by the Bank from time to time.
- 13. This service will be provided subject to the conditions governing date and time, number of transaction per day, maximum transfer amount per day, estimated time to complete the transaction, and the applicable fees and service charges as laid down by the Bank and announced and published at the Bank's branches and website (http://www.bankofchina.com/th/). These conditions may be changed and published 30 days in advance by the same means. In the case that the agent bank or beneficiary bank charge an expense for the requested services in addition to those fees as specified or announced by the bank, the applicant agrees to pay such additional expense to the bank immediately on the bank's demand.

I/We confirm that all of the details that I/we have provided in this form are true and correct.

# **Acknowledgement of Receipt and Acceptance of Terms**

I/We acknowledge receipt of the Bank's Privacy Consent & Acknowledgements and the Personal Electronic Banking Product Disclosure Statement.

I/We also agree:

- o to be bound by the terms and conditions which apply from time to time to the Personal Internet Banking service;
- to check my/our accounts and notify the Bank promptly of any errors or unusual transactions;
   and confirm that none of my/our accounts are held in trust.

Yours Faithfully,

日期วันที่

Signature of A	pplicant			
申请人签名 ลายมือชื่อผู้ขอใช้บริการ				
Account Holder 账 <b>户持有人正楷姓名</b> ลงชื่อเจ้าของบัญชี (โปรดเขียนชื่อ – นามสกุล ตัวบรรจง)				
O	e Account Holder ไร้ ลายมือชื่อเจ้าของบัญชี			
Date				

# TERMS AND CONDITIONS FOR PERSONAL ELECTRONIC BANKING SERVICE

## **IMPORTANT**

Please read these Terms and Conditions carefully before applying to open the Electronic Banking Service.

If you breach any of your security duties, you may be liable for transactions even if you did not authorise them.

Please note that after initial registration, Bank of China (Thai) Public Company Limited (hereafter the "Bank") will never contact you, or ask anyone to do so on its behalf and ask for your security codes. If you receive any such request from anyone (even if they are using the Bank's name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security codes to them. Any such requests should be reported to the Bank immediately.

## 1. **DEFINITIONS**

1.1 The following words have these meanings in these Terms and Conditions:

Account means the account held in your name(s) with the Bank

**the Bank** refers to Bank of China (Thai) Public Company Limited, registered in 179/4 Bangkok City Tower, South Sathorn Rd., Tungmahamek, Sathorn, Bangkok 10120 Thailand

**Business Day** means a day, not being a Saturday, Sunday, or a Public Holiday, on which banks are open for business in Bangkok

E-token is the security device that produces a unique pass-code, also known as a one-time or dynamic password each time it is used

**Funds Transfer** means a transfer of funds from the Selected Accounts pursuant to instructions received by the Bank through the Internet Banking Service and Mobile Banking Service

**Electronic Banking Service** means the account enquiry, Funds Transfer and such other services from time to time provided by the Bank to you under these Terms and Conditions which you may access through personal online banking and mobile banking application with internet access

**Selected Accounts** means those of your Accounts that the Bank makes available for Funds Transfer through the personal online banking and mobile banking service.

You, Your and Yours are references to the Account holders requesting the Electronic Banking Service

# 2. USE OF THE ELECTRONIC BANKING SERVICE

- 2.1 You request the Bank to make the Electronic Banking Service available to you.
- 2.2 You confirm that you have carefully read and understood these Terms and Conditions and agree to be bound by them.
- 2.3 You acknowledge that nothing in these Terms and Conditions affects the authorisation of any signatories authorised to operate the Accounts via any access method other than the Electronic Banking Service.
- 2.4 To use the Electronic Banking Service, you shall directly log on to the Personal Online Banking Website and Mobile Banking Application. If you have any questions about the Personal Online Banking and Mobile Banking Service or needs clarification of anything displayed, please call the Bank's Internet Banking customers service hotline on 02-679-5566(lines are open from 8:30am to 5:30 pm every Business Day)
- 2.5 To access the Electronic Banking Service, you must successfully:
  - enter your secure username;
  - enter your secure password;
  - enter the one-time password generated by your E-token; and
  - enter the verification code displayed on the screen.

# 3. SECURITY CODES

- 3.1 The secure username:
  - is a 6-20 digit alpha-numeric code;
  - identifies you as the holder of the Account; and
  - is set up by you.
- 3.2 The secure password:
  - is an 8-20 digit alpha-numeric code;
  - verifies your identity to access the Personal Online Banking and Mobile Banking Service; and
  - is set up by you.

- 3.3 On any day, once your username is entered, if the wrong password is entered 5 times consecutively, your username will be temporarily blocked and you will not be allowed to attempt a further login until the next day. If the wrong password is entered 15 times consecutively, your username will be permanently blocked and you will not be allowed to attempt a further login until you notify the Bank to reactivate your username by providing a proof of your identity.
- 3.4 The one-time password:
  - is a random 6 digit number generated by your E-token, and is displayed on a small screen on the E-token;
  - is typically generated every 60 seconds which is the life span of the password; and
  - can only be used during the life span. The same one-time password cannot be used more than once.
- 3.5 Unless otherwise notified by the Bank, the E-token to be used by you for accessing the Electronic Banking Service shall be the same e-token.
- 3.6 On any day, if the invalid one-time password is entered 10 times consecutively, the E-token will be automatically locked and you will not be allowed to attempt a further login until you notify the Bank to unlock your E-token by providing a proof of your identity.

## 4. FUNDS TRANSFERS

- 4.1 You may instruct the Bank to make a Funds Transfer ONLY:
  - from the Selected Accounts; and
  - to take effect during the operating hours applicable to the relevant type of Funds Transfer.
- 4.2 Each type of Funds Transfer has its own operating hours which are as follows:

Type of Funds Transfer	Operating hours		
To Bank of China (Thai) Public Company Limited	At any time except during system		
accounts	maintenance*		
(Same Currency)			
To Bank of China (Thai) Public Company Limited	Business Days		
accounts (Cross-Currency)	9:30-16:30		

<sup>\*</sup>System maintenance is normally conducted between the hours of 23:00 and 00:00 on any Business Day, but can vary from day to day.

- 4.3 the Bank is entitled to, from time to time, change the type of Funds Transfer and the operating hours, and set a limit on the amount of each Funds Transfer and/or the total transfer amount on each Business Day.
- 4.4 Once the Bank receives a Funds Transfer instruction, it:
  - will acknowledge this by sending either a transaction receipt or a failed transaction notice; and
  - update your Account information accordingly.
- 4.5 You are responsible for any errors or inaccuracies in Funds Transfer instructions. Where reasonably practicable, the Bank will assist you to mitigate your loss.
- 4.6 Where, the Bank makes an error in a Funds Transfer, the Bank will do everything reasonably practicable to rectify the error, but which is not otherwise due to your own fraud, negligence or wilful default.
- 4.7 The Bank is not responsible for failing to comply with any Funds Transfer instruction if:
  - it is unclear or incomplete;
  - it is given or is to take effect outside Funds Transfer operating hours;
  - the Bank is not satisfied that the instruction has been provided by you;
  - your Account to be debited has insufficient funds or insufficient pre-agreed credit to carry out the Funds Transfer;
  - your Account to be debited has been frozen for any reason or there is a legal impediment to processing the Funds Transfer; or
  - the Funds Transfer cannot be processed due to any other circumstances beyond the Bank control.

# 5. YOUR SECURITY OBLIGATIONS

- 5.1 You are responsible for ensuring that you have:
  - adequate protection systems, including anti-virus measures, to protect the security of your username and password and your use of the Electronic Banking Service and to prevent any unauthorised access to your security details.
- 5.2 You must select a username and password that:
  - has no obvious connection to your name, address, birth date or driver's licence number;
  - is not an obvious sequence of letters or numbers such as 7654321, abcdefg, or aaaaaaa.

#### 5.3 You must:

- keep your username and password secure and secret at all times;
- take all reasonable steps to ensure that the E-token is kept secure, safe and undamaged, and that information provided to you for your use of the Electronic Banking Service is kept secure and safe;
- change your password regularly (at least once every 3 months).
- 5.4 You must ensure that your username and password are:
  - not stored in any manner which indicates that they are a security code;
  - not used after, the Bank has notified you that your right to use them or the Mobile Banking Service has been revoked;
  - not disclosed, reverse compiled, copied or in any way observed while being used; and
  - not accessed by any unauthorised person.
- 5.5 If you are aware of any breach of your username, password, or E-token, you must notify the Bank immediately on 02-679-5566 (lines are open from 8:30am to 5:30 pm every Business Day) and comply with all instructions from the Bank. The notification of the security breach will take effect immediately after it is received by the Bank. Subject to clause 8, any losses that may occur prior to the notification taking effect will be borne by you.

# 6. YOUR OTHER OBLIGATIONS

- 6.1 When using the Electronic Banking Service, you must:
  - act in accordance with these Terms and Conditions;
  - comply with all relevant laws; and
  - comply with the Electronic Banking Service user guide and any other requirements applicable to the use of the Electronic Banking Service from time to time.
- 6.2 You must comply with all instructions and requirements given by the Bank from time to time in relation to the use of the Electronic Banking Service.
- 6.3 You warrant the truth, accuracy and completeness of all information given to the Bank by you:
  - when applying to open the Electronic Banking Service; or
  - when using the Electronic Banking Service; or
  - otherwise acting in respect of any Account

and you acknowledge and agree that, in entering into these Terms and Conditions and providing the Electronic Banking Service, the Bank is relying on the truth, accuracy and completeness of all information given by you.

- 6.4 You must notify the Bank immediately if there are any changes to the information you provided.
- 6.5 You should access the Electronic Banking Service with a personal computer with internet access and an appropriate mobile telephone installed with legally copyrighted Mobile Banking Application.

## 7. INSTRUCTIONS

- 7.1 You shall ensure that your instructions are complete and correct. An instruction cannot be altered or cancelled after it is submitted through the Electronic Banking Service, unless agreed by the Bank.
- 7.2 When the Bankreceives instructions through the Electronic Banking Service, the Bank will verify that the person giving the instruction is you by reference to entry of the correct username, secure password and valid one-time password.
- 7.3 Once the Bank has verified that the person sending a Funds Transfer instruction is you in accordance with clause 7.2, the instruction will constitute a valid direction from you to the Bank and you must accept all responsibility for the accuracy of information contained in the instruction.
- 7.4 You acknowledge that the Bank is not obliged to refer to anything other than your username and secure password and one-time password when verifying that the instructions are from you.
- 7.5 You understand that a transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal business hours even although the Electronic Banking Service may be accessible outside such hours.

# 8. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 8.1 You will be liable for any unauthorised transactions if:
  - the loss was due to fraud on your part;
  - the loss occurred before you notified the Bank of a breach of your Security Codes;
  - there was unreasonable delay in your notifying the Bank after becoming aware of a security breach of your username, password or E-token;

- the loss was due to disclosure of your username, password or E-token;
- you did not take reasonable care when safeguarding your username, password or E-token; or
- you selected a code which the Bank specifically warned you against (e.g. date of birth, 1111 etc.).
- 8.2 The Bank will be liable for any unauthorised transactions if:
  - the loss occurred due to bank error or negligence;
  - the loss resulted from any component of the access method being forged, faulty, expired or cancelled; or
  - the losses occurred after you had already notified the Bank that your username, password or E-token security had been breached.

## 9. SYSTEM FAILURE AND LINKED SITES

- 9.1 You may experience interruptions and difficulties accessing the Electronic Banking and its content from time to time. The Bank does not represent or guarantee that the Electronic Banking and the content will be free from errors, viruses or interruptions. It may be affected by outages, faults or delays. These may be caused by technical difficulties, your or a third party's software, equipment or systems, traffic, infrastructure failures or actions taken by any third parties. The Bank may also alter, interrupt or suspend or deny your access to all or part of the Electronic Banking or content at any time for any reason the Bank think fit, without any prior notice.
- 9.2 If the Electronic Banking or any internet system experiences any breakdown or interruption, corruption of data or any other form of system failure so that you cannot use the Electronic Banking Service effectively then, on request from you, the Bank will do all things reasonably practicable to reinstate the Electronic Banking Service as soon as possible.
- 9.3 The Electronic Banking may contain links or references to other websites. The Bank is not responsible for the availability or content of any linked website and any link or reference is for your convenience and is not an endorsement by the Bankof the other website, its contents or its owner/sponsor.

#### 10. LIABILITY OF THE BANK

- 10.1 The Bank gives no warranties or guarantees in relation to the rights to access and use the Electronic Banking Service. All terms implied by law, except those that cannot be lawfully excluded, are excluded to the full extent permitted by law.
- 10.2 Where it is not lawful or possible to exclude conditions, warranties or rights implied or given by statute or other laws, the Bank's liability for any breach of such implied conditions, warranties or rights will (to the extent allowed by law) be limited to the supplying of the service again or the payment of the cost of having the service supplied again, as the Bank decides.
- 10.3 The Bank will not be liable to you in contract or in tort (including negligence) for, or in respect of, any direct, indirect or consequential loss, damage, liabilities, claims or expenses you suffer arising from or in connection with:
  - the Electronic Banking Service its content, the Bank's computer systems, any event referred to in clause 9.1 or 9.2, if you should have been aware the systems or equipment was unavailable for use or malfunctioning, in which case the Bank's responsibilities are limited to those set out in clause 10.2 plus refunding any fees or charges imposed as a result;
  - any third party website linked to or referred to on the Electronic Banking Service or these Terms and Conditions;
  - any loss, error, misdirection, corruption or interception of any information;
  - any event beyond the Bank's control including without limitation any error, malfunctioning or failure of any software, equipment or system.

# 11. TERMINATION

- 11.1 You acknowledge, agree and consent the Bank to terminate these Terms and Conditions and end your use of the Electronic Banking Serviceat any time as the Bank sees appropriate without any advance notice to you.
- 11.2 You may terminate these Terms and Conditions by closing the Electronic Banking Service at the branch counter. The Bank will cancel your access to the Electronic Banking Service as soon as reasonably practicable within 5 Business Days.

# 12. INDEMNITY BY YOU

12.1 Subject to clauses 8.1 and 8.2, you indemnify the Bank and must pay the Bank on demand for any losses, costs and expenses that the Bank suffer or incur as a result of the Bank complying with an instruction from you.

12.2 The indemnity is a continuing indemnity and is not affected by anything which may otherwise affect it at law or in equity or by statute or otherwise.

# 13. COSTS, EXPENSES AND FEES

- 13.1 You must pay or, to the extent already paid by the Bank, reimburse the Bank on demand for all:
  - costs, charges and expenses incurred by the Bank, its agents, contractors and employees in connection with the exercise, enforcement or protection (or any attempt to exercise, enforce or protect) of any of its rights under these Terms and Conditions, including, in each case, legal costs and expenses on a solicitor and own client basis or a full indemnity basis, whichever is the higher; and
  - taxes, registration and other fees, and account charges by the Bank, in each case, including fines and penalties for late payment, arising directly or indirectly in connection with the execution, delivery or compliance with these Terms and Conditions, any payment, receipt or supply in relation to them and any transactions contemplated by the Bank.

13.2 the Bank may charge you fees in respect of the Electronic Banking Service (i.e. in addition to any fees payable under the terms of the Accounts that may be accessed with the Electronic Banking Service). The Bank may change or add to these fees from time to time in its absolute discretion by notification via the media, by written notice to you or by posting an electronic notice on the Bank's official Internet website currently having domain address http://www.bankofchina.com/th. A list of current fees will be provided on request.

You agree and authorize the bank to deduct the aforesaid fees from the Selected Account and/or internet banking account.

# 14. STATEMENTS AND NOTICES

#### 14.1 Statements

The Bank will not issue you statements of Account in respect of the Electronic Banking Service, but will send you statements on a regular basis showing transactions on your bank Accounts. You must examine these statements and notify the Bank as soon as possible if something appears to be wrong so that the Bank can resolve the matter quickly and properly.

#### 14.2 General notices

Subject to clauses 14.3 and 15.1, any notice, demand, consent or other communication given or made under these Terms and Conditions must be:

- in writing and clearly readable;
- signed by the party giving or making it (or signed on that party's behalf by its authorised officer); and
- left at the address of the recipient, or sent by prepaid ordinary post to that address or sent to the facsimile number of the recipient.

# 14.3 Notification of breach of your Security Codes

You may give notice to v of any breach of your username, password or E-token by telephone on 02-679-5566(lines are open from 8:30am to 5:30 pm every Business Day). Any notification by you pursuant to this clause will take effect immediately.

# 14.4 Changes of details

Details may be changed as follows:

- You may change any information given to the Bank by completing and submitting a form to the Bank indicating a change of details.
- The Bank may change its details for the purpose of service of notices, by giving notice of that change to you in accordance with the provisions of clause 15.1.
- If you change your address and do not properly notify the Bank, the Bank can give notice to you by writing to the last known address you properly notified to the Bank.

#### 14.5 Receipt

Proof of posting or delivery of a letter or of dispatch of a facsimile is proof of receipt:

- in the case of a document sent by prepaid ordinary post on the third Business Day after the date of posting;
- in the case of a document left at the address: on the day and at the time at which delivery was made; and
- in the case of a facsimile: on the day and at the time at which the transmitting facsimile machine indicates that the facsimile was sent in its entirety to the facsimile number of the recipient for the purposes of this clause.

#### 15. GENERAL

# 15.1 Notification of material changes

- The Bank may change any of these Terms and Conditions at any time including introducing a fee or charge. The Bank will give you a notice 30 days prior any such changes. Such notification may be provided via the media, by written notice to you or by posting an electronic notice on the Bank's official Internet website.
- The Bank may at any time by notice change the Electronic Banking Service including without limitation the service scope, the manner of operation, the type of equipment and software to be used, the operating hours, time limits and monetary amounts, or impose restrictions or suspend or withdraw the Electronic Banking Service. Such notification may be provided via the media, by written notice to you or by posting an electronic notice on the Bank's official Internet website.

## 15.2 Records

Using the Electronic Banking Service you will be able to access records of Funds Transfers for a period of 12 months from the date of the transfer.

## 15.3 Waivers, variations and consents

Any waiver or consent by the Bank is effective only if it is in writing signed by or on behalf of the Bank and then only to the extent expressly stated in writing and in the specific instance and for the specific purpose for which it is given.

No failure on the part of the Bank to exercise, or delay on its part in exercising, any of its rights operates as a waiver of them.

No provision of these Terms and Conditions or right conferred by it can be varied except in writing signed by the parties.

# 15.4 Invalidity

If any part of these Terms and Conditions is for any reason unenforceable that does not affect the enforceability of the remainder.

# 15.5 Inconsistency

If there is any inconsistency between these Terms and Conditions and the terms and conditions for the accounts with or other services of the Bank, these Terms and Conditions shall prevail in respect of the Electronic Banking Service.

## 15.6 Assigning rights

The Bank may without your consent assign to any person its rights under these Terms and Conditions. You must not assign any of your rights under these Terms and Conditions without the Bank's prior written consent.

# 15.7 Disclosure of your information

You irrevocably consent and agree to the Bank providing information concerning you or these Terms and Conditions:

- to any of its branch offices and any company within the Bank's group or any of its or their delegates, or any banking or financial or tax regulatory body in Thailand or other countries, including any person enter into any arrangement with the Bank for its banking business and services, which include to sell or transfer or rights assignment, as well as to other persons as required or permitted by laws.
- if the information is publicly available; or
- if the Bank is under a public duty to disclose the information.

# 15.8 Other

You agree, acknowledge and consent to be bound by the standard terms and conditions, fee and service charge rate set by the Bank will be published in announcement posted at the Bank's branches and on the website and their amendment hereafter. The Bank may make changes hereto which will be published 30 days in advance via the Bank's branches and the website. You agree, acknowledge and consents that such amendment is binding on you without separate written notice.

# 15.9 Governing law and jurisdiction

These Terms and Conditions are governed by and are to be interpreted in accordance with the laws of the Kingdom of Thailand. You and the Bank submit to the non-exclusive jurisdiction of the courts of the Kingdom of Thailand.

#### 16. LANGUAGE

These Terms and Conditions are drafted in the English language. If these Terms and Conditions are translated into any language other than English, the English language text shall prevail.