# PERSONAL ELECTRONIC BANKING APPLICATION FORM

电子银行(个人)申请表

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 ยกเลิกบริการ                         | □ Cancellation 取消 ยกเลิกบริการ                         |  |
| 🗆 Recover Forgotten Username 恢复用户名 กู้คืนรหัสผู้ใช้    | 🗆 Recover Forgotten Username 恢复用户名 กู้คืนรหัสผู้ใช้    |  |
| 🗆 Obtain New Password 密码重置 ขอรหัสผ่านใหม่              | 🗆 Obtain New Password 密码重置 ขอรหัสผ่านใหม่              |  |
| □ Change Internet Banking Status 更改状态 เปลี่ยนแปลงสถานะ | 🗆 Change Internet Banking Status 更改状态 เปลี่ยนแปลงสถานะ |  |
| ் Block Access 冻结 ระงับสิทธิ์                          | ୍ Block Access 冻结 ระงับสิทธิ์                          |  |
| ் Unblock Access 取消冻结 ยกเลิกการระงับสิทธิ์             | ் Unblock Access 取消冻结 ยกเลิกการระงับสิทธิ์             |  |
| E-token 动态口令牌  |  |  |
| □Request E-token 申请动态口令牌 ขอรับ E-Token ใหม่            |  |  |
| □Cancellation 注销 ยกเลิก                                |  |  |
| 🗆 Block access 冻结 ระงับสิทธิ์                          |  |  |
| 🗆 Unblock access 取消冻结 ยกเลิกการระงับสิทธิ์             |  |  |

|  | CUSTOMER INFORMATION 客户信息 ข้อมูลทั่วไป   |  |
|--|--|--|
| Title 称呼 คำนำหน้า<br>ชื่อ                      | □ Mr. 先生 นาย □ Mrs. 夫人 นาง □ Ms.女 นางสาว □ อื่นๆ Others 其他 (ระบุ Please specify 请具体注明)         |  |
| GivenName 名 ชื่อ                               | Surname 姓<br>นามสกุล   |  |
| ID No. / Passport<br>身份证/护照号码                  | Nationality<br>国籍<br>สัญชาติ   |  |
| Email Address<br>电子邮箱地址                        |  |  |
| Contact Address<br>联系地址 ที่อยู่ใน<br>การติดต่อ | Same as existing Customer Information when opening account (CIF)   Yes   No, kindly change to: |  |
| Mobile No.<br>手机号码<br>โทรศัพท์มือถือ           | Same as existing Customer Information when opening account (CIF) □ Yes □ No, kindly change to: |  |
| Telephone No.<br>固定电话 หมายเลข<br>โทรศัพท์      | Same as existing Customer Information when opening account (CIF)   Yes   No, kindly change to: |  |

| BANK ACCOUNT 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   |                        |  |
| Account No.5 / MX / · · · · · · · · · · · · · · · · · ·  |                        |  |
|  |                        |  |
|  |                        |  |
|  |                        |  |
| Bank Branch Name<br>受理单位名称   | Date 日期                |  |
| CIE Number   | 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          |  |
| Document Check List:   |                        |  |
| □ID No./ Passport verification □Permit/VISA verification   | ion                    |  |
| Sape   All the above information have been checked 以上填写内容经开户   Document Check List: □ID No./ Passport verification □Permit/VISA verification | Approved By<br>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.



- 7. 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.
- 8. 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.co.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:

- 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,

| Signature of Applicant<br>申请人签名 ลายมือชื่อผู้ขอใช้บริการ                            |
|---|
| Account Holder<br>账户持有人正楷姓名<br>ลงชื่อเจ้าของบัญชี (โปรดเขียนชื่อ – นามสกุล ตัวบรรจง |
| Signature of the Account Holder<br>账户持有人签名 ลายมือชื่อเจ้าของบัญชี                   |
|   |
| Date<br>日期 วันที่   |

# Bank of China (Thai) Public Company Limited Personal Internet Banking Services and Mobile Banking Services Terms and Conditions

Update July 2023

Please read and understand the following Terms and Conditions which govern your usage of "Personal Internet Banking Service" and "Mobile Banking Service". By using the Service, you agree to be bound by these terms and conditions. If at any time you do not accept any and all of these Terms and Condition, you must immediately discontinue all the access of the Website and/or use of the Service.

#### 1. General

Personal Internet Banking Service, Mobile Banking Service and the Website are provided, operated, administered maintained and developed by Bank of China (Thai) Public Company Limited. Your access and usage of the Service is governed by these terms and conditions including any amendments made hereto and any other additional operating policies which the Bank at our sole discretion, may imposed from time to time.

The Bank also reserves the sole discretion and rights to make any amendment to the Terms and Conditions and the Bank shall notify you of such amendment by announcement on the Website and other methods at least 30 days before such amendment shall come to effect, By continue using the Service subsequent to such change shall constitute your agreement and binding acceptance of the same.

Notwithstanding to these Terms and Conditions, you agree and acknowledge that, these Service may be subject to other applicable forms, terms and conditions, If there are any discrepancies between this Terms and Conditions and other terms and conditions, the latter shall prevail.

For any further inquiry concerning these Terms and Conditions, please contact;

# Bank of China (Thai) Public Company Limited

179/4 Bangkok City Tower, South Sathorn Road, Thungmahamek Sub-District, Sathorn District, Bangkok 10120

Call Center: 02-679-5566

Tel: 02-286-1010

#### 2. Definitions

**Accounts** means one or more of your savings, current deposit, term deposit, or loan account(s) maintained with the Bank or other account(s) that you may open with the Bank in the future.

**The Bank** means Bank of China (Thai) Public Company Limited and its branches, subsidiaries and its successor in title and assigns and where applicable in all of them.

**Business Day** means Banking business day which excludes the financial institutions' holidays according to Bank of Thailand announcement.



**E-Token** means security device that produces a unique one-time 6 digit password/passcode and such passcode can be used to access the Service.

Funds Transfer means a transfer of funds between Account.

**Operating Hours** means the Bank operating hours in accordance with announcement on the Bank's website.

**Security Code** means a user ID, password, verification code, electronic identification/signature or such other code or access procedure, whether generated by E-Token or mobile device or otherwise delivered via e-mail or method which the Bank provides to you to access and/or use the Services.

The Service means the (i) Personal Internet Banking service (ii) Mobile Banking service and (iii) other services which the Bank provides or makes available at times to you under these Terms and Conditions (including without limitation the transmission of instructions to the Bank, funds transfer, bill payments and international remittances and where the context requires, E-Token or Security Code used to access the Service.)

**you, your, yourself** means the account holder and authorised person (or persons for joint accounts), sole trader or partnership listed in the application form as the customer.

**Website** means the Bank's official internet website, currently having domain address http://www.bankofchina.co.th.

# 3. Establishing Services

- 3.1 Before using the Service you must:
- (a) hold or open at least one savings deposit account, current deposit account, term deposit account, or loan Accounts with the Bank in your name;
- (b) submit a completed Service application form to the Bank;
- (c) agree and complete the identity verification process as required by the Bank and/or by applicable laws.
- (d) complete a request forms for the Security Codes and E-Token from the Bank.
- 3.2 Upon the completion of processes in Clause 3.1, the Bank provides the Security Codes details to you; you may access the Service via the Website and/or mobile device.
- 3.3 The Services shall apply to all your Accounts maintain with the Bank.
- 3.4 By using the services, you acknowledge that nothing in this agreement affects any authorised signatories to operate your Accounts with the Bank via any other methods.

#### 4. Responsibility for Security Code.

- 4.1 Following the collection of the Security Code (i.e., username, password and the similar) from the Bank, you are required to change such information with the following requirements;
  - Username must consist of between 6-20 digit alpha-numeric characters.
  - Password must consist of 8-20 digit alpha-numeric characters.
- 4.2 You acknowledge and agree that, at all time, you shall keep all Security Code, E-Token information confidential and shall not disclose to other person whatsoever.



- 4.3 You agree that at all time, you are responsible for all access/use made via the Website and/or mobile device with your Security Code, whether it was in fact made by you other person.
- 4.4 If you become aware or have reasonable ground to believe that your Security Code, E-Token has been used by other person in the way that it reflects on transaction statement, you must immediately notify the Bank via Call Centre details as shown in Clause 1 and follow the Bank instructions.
- 4.5 Subject to Clause 4.4, you agree that until the Bank receives and logged such notification, you shall be liable to all the transactions which made through the Website and/or other mobile devices, whether or not such transaction had conducted and /or authorised by you. If such notification has been delayed by any reasons, you shall in addition being liable for the transaction conducted up to the above referred point in time.
- 4.6 Upon the Bank receipt of your notification in Clause 4.4, the Bank may, at its sole discretion, suspend your access to the Service until the issue is solved or the new Security Code has been issued.
- 4.7 If the abovementioned unauthorised use is due to your action(s), you shall be liable for such use even though the notification in Clause 4.4 has been made.
- 4.8 You are responsible to provide your own adequate protection systems, including antivirus measures, to protect the security of your information from unauthorised access/use.

#### 5. Instructions and authorisations.

- You shall at all time, be responsible for all transactions transmitted to the Bank via the Website and/or mobile device using your Security Code. Whether they were made by you or someone purporting to be you and you are agree that the Bank shall be entitled to rely on such assumption. The Bank shall not be liable or responsible for any losses which you may suffer directly or indirectly from a result of such use.
- 5.2 You agree that if the receiver account is denominated in a currency that is different from the currency of the sender account, your instruction to transfer fund must also include an instruction to the Bank to conduct foreign exchange of fund for such transaction.
- 5.3 For the transaction involves any foreign exchange of fund, you agree and acknowledge that, you are subject to the applicable exchange rate, service fees, service charges and/or expenses and responsible to update the current rate on the Bank's Website.
- 5.4 You acknowledge and agree that if the name of receiver account is in foreign languages (i.e. English, Chinese Pinyin and Chinese Characters), in your transaction instruction, such receiver account name shall also be made in such specific language or the transaction will not be processed.
- 5.5 You hereby authorise the Bank to accept and act upon your instruction in respect of the Service including but not limited to funds transfer, bill payments and international remittances or otherwise deal with your Accounts.
- 5.6 In the event that you discover or have any reason to believe that the instruction transmitted to or received by the Bank is not accurate or not complete, you must contact the Bank immediately.



- 5.7 You agree that the Bank shall have its sole discretion to act or not to act upon your request as it is deemed appropriate as applicable to other relevant terms and conditions, policies, regulations and laws.
- 5.8 All instruction given by you and/or transaction made by you shall effect immediately (or within same day). For the scheduled payment instruction, if it falls on non-Business day, it shall effect on the next Business day.
- 5.9 The Bank is not responsible for failing to comply with any Funds Transfer instruction if the instruction:
  - (a) is unclear or incomplete;
  - (b) does not conform to the directions on the Website
  - (c) the amount required to be send does not meet or exceeds any applicable transaction limit imposed by the Bank;
  - (d) not provided the Bank with a foreign exchange instruction(see clause 5.2);
  - (e) it is given or is to take effect outside Operating Hours;
  - (f) the Bank is not satisfied that the instruction provided by you;
  - (g) the sender Accounts has insufficient funds or insufficient pre-agreed credit to carry out the Funds Transfer;
  - (h) the sender Accounts has been frozen for any reason or there is a legal impediment to processing the Funds Transfer;
  - (i) the receiver Accounts cannot be identified; or
  - (j) the Funds Transfer cannot be processed due to any other circumstances beyond the Bank's control (force majeure), including communications with or any action by any other financial institution.

#### 6. Transaction

- 6.1 You acknowledge that the transfers and payments made using the Service are not final upon the receipt of your instruction. The Bank at its own discretion may request further documents or information for verification of such transaction before authorising such request and the Bank shall not be liable to any loss incurred whether directly or indirectly to you from such actions.
- 6.2 You acknowledge and agree that the Bank may specify the limit on the number and amount of transaction you are able to conduct within one specific time.
- 6.3 You may cancel the transaction pursuant to Clause 9 (Suspension, Cancellation and Termination) herein.

#### 7. Expenses, Fees and Charges.



- 7.1 You shall have an obligation to pay any expense, fees, charges, commission and other relevant charges including but not limited to legal and enforcement costs, taxes, registration and other fees, and account charges by the Bank.
- 7.2 You acknowledge and agree that the fees shall be as set out in the announcement published by the Bank on the Website. Such rates may be adjusted and changes by the Bank from time to time. You are responsible to update all information about the relevant fees on our Website.

#### 8. Disclosure of Information

- 8.1 You acknowledge, agree and consent for the Bank to provide information relating to yourself, your Accounts, or any transaction between you and the Bank:
  - 8.1.1 to any person who is an assignee, or potential assignee or a beneficiary or potential beneficiary of; or a participant in or potential participant;
  - 8.1.2 to any of its subsidiaries, affiliates, business partners, advisors or any other persons to the extent necessary to complete, verify or restrict transaction or instruction.
  - 8.1.3 to verify the existence conditions of your accounts for third party such as a credit bureau or merchants.
  - 8.1.4 to comply with relevant laws, regulations, government agencies, and authorities in Thailand and elsewhere including court orders and requests.

# 9. Suspension, Cancellation and Termination

- 9.1 You may make cancellation for the transaction which did not go through due to any reasons, by visiting the Bank in person and complete a cancellation form.
  The Bank has the absolute discretion to determine whether to proceed with cancellation request or not. The Bank is not liable for any loss or damage arising from the Bank decision.
- 9.2 You acknowledge and agree that if you input wrong Security Code and information for more than a number of times prescribed by the Bank, the system may suspend your access to the Service for a period of 24 hours automatically before the Service will become available again or unless you contact the Bank in person to verify your identity for reactivation of Services.
- 9.3 Upon the lost/stolen of the Security Code and/or E-Token, you agree to immediately notify the Bank to temporary suspend the Services until the issue has been solved and the new information is issued.
- 9.4 You may terminate the Service with the Bank by notifying with written notice the Bank at least 30 days in advance. The notice shall only be effective when the Bank receives such notification, acknowledges and proceeds with your request.
- 9.5 The Bank may terminate, suspend or restrict your access to the Service if;
  - (a) you breach any and all of these terms and conditions;
  - (b) you fail to pay any fee and charge when due;



- (c) you had intentionally provided the Bank with false information or documents;
- (d) you are brought to a civil insolvency proceeding against you or order by court to go under either temporary or absolute receivership;
- (f) there is information that you have committed an offence or the Bank has reasonable ground for suspect that your action is in breach of, or contradicts to the laws.
- 9.6 You agree that any termination does not affect your ability or obligation in respect to the transactions received by the Bank prior to the termination that have been processed or are being process by the Bank.
- 9.7 Any rights and obligation under these Terms and Conditions which in term and sense shall survive the termination in anyway shall continue to be in full force and effect thereafter.

#### 10. Statements And Notices

#### 10.1 Statements

The Bank will issue a statement of account to you on a bi-annual basis. In addition, you may request to receive more frequent statements of account and/or receive a single one off statement at any particular time in which additional fees/charges may be imposed on you in response to your request.

#### 10.2 General notices

Any notice, demand, consent or other communication given or made under this document must be made in writing and clearly readable manners and signed by the party giving the notice (or its authorised person); and shall be sent by registered post to the address provided by you or sent via facsimile.

# 10.3 Changes of Information

Upon any change of your information, you shall notify the Bank in writing to such changes. In case of the change of address, without such notification of the changes, the Bank reserves the right to send any documents to you to the latest address.

# 10.4 Correspondences

Any and all correspondences relating to the Services, you will be deemed to receive when;

- 10.4.1 in the case of a document delivered by registered post: on the second Business Day after the date of posting;
- 10.4.2 in the case of a document delivered by 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.

#### 11. 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 this document or right conferred by it can be varied except in writing signed by the parties.

## 12. Invalidity

If any part of this document is for any reason unenforceable that part is to be read down to the extent necessary to preserve its operation and if it cannot be read down it is to be severed.

## 13. Assignment of rights

The Bank may without your consent assign to any person its rights under this document. You must not assign any of its rights under this document without the Bank's prior written consent.

## 14. Governing law and jurisdiction

This document is governed by the laws of Thailand and the parties submit to the non-exclusive jurisdiction of its courts.