

Terms and Conditions for Debit Card

1. Debit Card of Bank of China (Thai) Public Company Limited (“the Bank”) or other type of debit card with similar criteria if it does not have specific name, shall be collectively called “Card” which the bank shall issue to the applicant (“Cardholder”) for the purpose of cash withdrawal, check account balance, make a purchase of goods and services and other services which the Bank may provide to the Cardholder via Automatic Teller machine (“ATM”) and Electronic Data Capture (“EDC”) machine or via any other channel/network that the Bank may provide in the future, under terms and conditions established and announced by the Bank.
2. Upon the issuance of the Card for the Cardholder, the Bank will issue the Personal Identification Number (“PIN”) to the Cardholder and Cardholder shall keep the PIN confidential. Use of the Card may be accompanied by the Cardholder entering the PIN on to ATM or EDC machine. Nonetheless the Cardholder may change said PIN by themselves according to the procedure and method set out by the Bank. The Cardholder agrees to be bound by the usage of the PIN provided by the Bank or that the Cardholder has changed, instead of the use of any marks or signatures by the Cardholder.
3. The Cardholder acknowledge and agrees that, any use of the Card and/or PIN either by the Cardholder or any authorized person or with acknowledgement of the Cardholder, shall be deemed as the use of the Card by Cardholder and agrees to be liable in full for any debts incurred by such use unless the Cardholder is able to prove that such use is fraudulent and the Cardholder does not have any involvement or negligence resulting in such fraud.
4. The Cardholder can only use the Card to withdraw cash, make payments for goods and services to the amount that the Cardholder has deposited into the Card’s account.
5. In the event that the Cardholder withdraws cash from overseas ATMs, the available amount for withdrawal (except Mainland China) in such foreign currency shall not exceed the maximum amount permitted by and subject to other limitation imposed by such financial institution. In any case the amount withdrawn will be converted to Thai Baht (THB) using the sell exchange rate of Bank and/or network provider on the date that the withdrawal is made.
6. Upon the usage of the Card to make a payment for goods and/ or services via EDC machine, the Cardholder acknowledges and agrees that the transaction is completed and the Bank is allowed to make a deduction from the Cardholder account and the Bank shall not require the Cardholder to give any further consents or documents. In the event that the available funds in the Cardholder account is insufficient to make such payment the Bank may decline to proceed with such requested transaction.
If the payment is made overseas (except Mainland China) in foreign currency , the amount spent will be converted to Thai Baht (THB) using the sell exchange rate that the Bank and/or network provider on the date that the payment is made.
7. When using the service via ATM or EDC Machine which require the Cardholder to input a PIN, the Cardholder shall input the PIN correctly. In the event that the Cardholder inputs the incorrect PIN more than 3 times, the machine will rejected the transaction and the Cardholder will not be able to use the Card until the Cardholder contact the Bank to resolve the issue.
8. In the event that the Card has been retained by the ATM for any reasons, the Cardholder shall inform the Bank within 90 days from the date the incident occurred and follow up with the Bank in order to receive the card back. After 90 days has passed, the Bank reserves the right to destroy the Card. This shall not prevent to Cardholder to contact the Bank in order to issue a new Card. For the issuance of a new Card, the Cardholder agrees to pay any relevant fees to the Bank at the rate set out by the Bank.

9. Any card issued by the Bank, shall be property of the Bank, therefore the Bank shall have the right to suspend/withdraw/ decline or recall the Card in the following circumstances;
 - 9.1 In the event that the Bank finds that the Cardholder has transferred or allowed another person to use the Card.
 - 9.2 The funds in the Cardholder's account are insufficient.
 - 9.3 In the event that the Bank finds that the Card has been involved in any fraudulent acts or any acts which are in breach of the relevant laws and regulations
 - 9.4 The Cardholder has breached these terms and conditions.
 - 9.5 The Bank has been informed or received a written request by the relevant government authorities (e.g. Civil Court, Criminal Court, Bankruptcy Court, Legal Execution Department, Revenue Department, etc)
 - 9.6 In the event that the Bank suspects that the Card may be involved in any fraudulent activity, the Bank may immediately cancel the Card and issue the replacement Card to the Cardholder.
 - 9.7 In any event of force majeure.
10. Any paper, letter, or notice that the Bank send to the Cardholder at the address which was provided to the Bank by the Cardholder or the latest address amended and informed the Bank in writing by the Cardholder or the address appears in government documents, the Cardholder confirms and agrees that such address shall be the correct address for the delivery of documents from the Bank to Cardholder and the documents shall be deemed received without the consideration of the method of delivery (i.e. via registered mail or non registered mail).
11. The Cardholder shall notify the Bank in written immediately of any changes of any data previously indicated in this application form.
12. The Bank shall not be liable in the event that a merchant rejects/refuses to accept the Card.
13. The Cardholder agrees and is liable for the Bank to impose the application fee, card fee (replacement card), service fee and other relevant fees which incur from the usage of the card at the rate established by the Bank until the card is cancelled or until the Bank had terminated the card by any reasonable grounds. The Cardholder agree for the Bank to deduct such fees from the designated account of the cardholder and that the Cardholder shall deposit the sufficient funds in such account before the payment date.

Any fees in accordance with this Card shall be imposed on an annual basis. In the event that the account of the Cardholder is inactive for more than 1 year or the account has a zero balance, the Card has not been cancelled but the Cardholder is unable to use the card, the Cardholder shall contact the Bank in order to continue using the service.

14. In the event that the Card is lost or stolen, the Cardholder shall immediately notify the Bank via call center at 02-679-5566, or any other mechanism set out by the Bank, to cancel/temporary block the Card.

Once the Cardholder has made a lost or stolen report, the Cardholder shall not be liable for any transactions incurred afterward **except** the transactions which occur within 5 minutes after the Cardholder has made the report or the Bank has investigated the transactions and determined that such loss incurred by the Cardholder or the Cardholder had some involvement in the transaction or acted in any way with negligence. In such case, the Cardholder agrees to be liable for such loss in full. The Cardholder shall cooperate with the Bank in providing all required information such as date, time, relevant parties, amount, nature of transaction and other information requested by the Bank. The Bank reserves the right to be excluded from any liability if the Cardholder refuses to co-operate with the Bank.

15. In the event that the Cardholder encounters any error during the transaction process, the Cardholder may inform the Bank via Call Center, telephone number 02-679-5566 within 30 days from the date the incident occurred. The Cardholder shall provide the information such as date, time, relevant parties, amount of transaction and other information which the Bank requires. The Cardholder shall follow the Bank's instruction while the Bank conducts an investigation under the relevant rules and regulations and informs the result of the investigation to the Cardholder within 90 days followed by the delivery of the written report on the result.
16. The Cardholder may terminate the card at any time by notifying the Bank in writing and destroying the Card, subject to paying any outstanding fees/amount due..
17. The Bank reserves the right to terminate, amend, change, terms and conditions for the Card usage, including fee rate, service fee rates, and the Bank shall notify such changes to the Cardholder in written at least 30 days in advance except in the urgent case the Bank shall notify the Cardholder in writing at least 15 days in advance, and/or by announcing such changes in local Thai newspapers or as required by Customer Protection Board.
Regardless of the means to deliver the information of such changes to the Cardholder, if the Bank had followed the aforementioned method, the notification shall be deemed as delivered and acknowledged by Cardholder. If such changes are beneficial to the Cardholder, the Bank shall not have duty to inform the Cardholder and it shall be automatically imposed to the Cardholder.
18. The Cardholder agrees to be bound by these terms and conditions and other practices enclosed in this terms and conditions and/or other amendments that the Bank may make in the future for the use of the Card services or any announcement that the Bank may make in the future, any documents announced via online platform shall be considered as an integral part of these terms and conditions. Moreover the Cardholder agrees to comply with other relevant laws and shall provide any documents to the Bank as required by government agencies and/or the Bank.