

General Terms and Conditions for Being the Cardholders and the Use of Cash Card Services

The Applicant agrees to be the Cardholder and to use the Bank's Cash Card services as approved by the Bank pursuant to the details of services as prescribed by the Bank. The Applicant agrees to be bound by the terms and conditions as follows:

1. Definition

1.1 "**Account Owner**" means the owner of a deposit account who authorizes to use deposit account having its name as account owner to link with the Cash Card and authorizes to debit funds from such deposit account for payment of indebtedness incurred from using a Cash Card, regardless of whether the deposit account is a single name account or a joint name account (under the type of "and/or").

1.2 "**ATM Card**" means any electronic automatic teller machine card (ATM Card) issued by the Bank to the Cardholder, whether specifies the Cardholder's name on the card or not, and shall also mean ATM Identification Card (ATM Card which is also used as a student, employee or member of any educational institution, company, or organization identification cards), and/or ATM Identification Smart Card, and/or ATM Electronic Savings Account Card (ATM Card which is used with an electronic savings account) and/or Credit Cards (only in case of using for the withdrawal/ transfer of funds from deposit accounts and/or using for making transactions as an ATM Card) issued by the Bank, including other types of ATM Card issued by the Bank as further prescribed by the Bank.

1.3 "**Bank**" means The Siam Commercial Bank Public Company Limited including any persons appointed by the Bank.

1.4 "**Cardholder**" means the Account Owner authorized by the Bank to be the person who has the right to use the Cash Card; and in case of credit cards, the "Cardholder" shall also mean "the Primary Cardholder and Supplementary Cardholder" and/or the Account Owner authorized by the Bank to use credit facility (as the case may be).

1.5 "**Cash Card**" means any ATM Card and/or Debit Card, including any other electronic cards issued by the Bank as further prescribed by the Bank.

1.6 "**Debit Card**" means any electronic debit card issued by the Bank to the Cardholder, whether specifies the Cardholder's name on the card or not, and shall also mean Debit Identification Card (Debit Card which is also used as a student, employee or member of any educational institution, company, or organization identification card), and/or Debit Identification Smart Card, and/or Debit Plus Card, and/or Happy Home Card, and/or other types of Debit Card issued by the Bank as further prescribed by the Bank, which are available in 3 forms, i.e. virtual card, physical card and traditional card. The Cardholder is able to apply for the use of each type of Debit Card services pursuant to the procedures, means and channels as prescribed by the Bank.

1.7 "**Force Majeure**" means any circumstances beyond the Bank's control causing interruption of providing services pursuant to these Terms and Conditions, including resulting in disruption or information error such as the malfunction of the Bank's computer system or communication system from malfunction of power supply or energy problem, any third party's act, computer virus or harmful data which does not result from the Bank's failure to maintain the computer system pursuant to the standard.

1.8 "**Personal Security Code**" means the PIN-Personal Identification Number, OTP (One Time Password), CVV (Card Verification Value), CVC (Card Validation Code), including any other information and code of the Cash Card and/or to be used with or supplemented with the Cash Card, or in relation to the Cash Card's services, regardless of the name of the services, and whether the code is created by the Bank or by the Cardholder.

2. Ownership of the Cash Card

The Cardholder accepts that the Cash Card, issued by the Bank and delivered to the Cardholder, is the property of the Bank and/or any educational institution/ juristic person/ organization (in case where the Cash Card is also used as a student, employee or member of any educational institution, company, or organization identification card (as the case may be)). The Cardholder

shall not destroy, damage, or modify any part of the Cash Card including sell, give, or transfer the right of using Cash Card to other persons, except the approval of the Bank is given. **In the event that the Cardholder fails to collect or does not activate the Cash Card issued by the Bank within the time period prescribed by the Bank (if any) for whatever reason, the Bank shall have the right to cancel and destroy such Cash Card.**

3. Possession, and Seizure or Suspension of the Cash Card and Personal Security Code

3.1 The Cardholder shall keep the Cash Card and the Personal Security Code in a safe custody and confidential, and shall not notify, disclose, or take any action that might cause any other persons to know the Personal Security Code, and shall not give or assign the Cash Card or Personal Security Code to any other persons to use on behalf of the Cardholder, or take any action that might cause the Cash Card falling into the possession of other persons, or make the Personal Security Code become absolutely known to other persons. The Cardholder agrees to be bound by and shall be liable for such use of the Cash Card and/or the Personal Security Code in all respects (except it is arising from the Bank's fault). In case that the Cardholder fails to comply with such terms and conditions and resulting in any frauds and/or causing any other persons to use the Cash Card and/or Personal Security Code or counterfeit the Cash Card or the Cardholder's signature or take any action which misleads the Cardholder so that the Cardholder authorizes to withdraw or transfer funds or pay for goods and/or services in lieu of making cash payment, the Cardholder agrees to be responsible for the use of the Cash Card and Personal Security Code as if it were used by the Cardholder itself.

3.2 If the Cash Card or the Personal Security Code is lost or stolen, or the Cardholder wishes to cancel or temporarily suspend the use of the Cash Card, the Cardholder may proceed as follows:

3.2.1 The Cardholder may inform the Bank to seize or suspend the use of the Cash Card by contacting SCB Call Center at Tel. 02-777-7777 or the relevant Bank's division controlling the provision of Cash Card services. In case the Cash Card is lost or stolen, the Cardholder shall execute and submit documents and/or evidence to the Bank pursuant to the format and procedure as prescribed by the Bank (if any). In this event, the Bank shall proceed to seize or suspend the use of the Cash Card and/or Personal Security Code within 5 (five) minutes after receiving notification from the Cardholder. In this event, the Cardholder shall not be responsible for the use of the Cash Card and/or Personal Security Code after such 5 (five) minutes unless the Bank is able to prove that the debt incurred from the Cardholder's act.

3.2.2 The Cardholder may request for seize or suspension of the use of the Cash Card by his/herself pursuant to the procedures and means as prescribed by the Bank via SCB Easy Application or any other channels to be provided by the Bank to the Applicant in the future.

In addition, the Cardholder and the Account Owner agree to pay the fees, service charges, and any other expenses incurred in connection with the seizure or suspension of the Cash Card and/or Personal Security Code, including the fees for issuance of a new card for replacement (as the case may be) at the rate prescribed by the Bank.

4. The Use of the Cash Card and the Validity and Binding of Transactions

4.1 The Cardholder may use the Cash Card whether by presenting the Cash Card and/or use the Cash Card together with the Personal Security Code or notify the Cash Card number or use as virtual card which is linked with device or equipment for transaction execution as prescribed by the Bank and/or any other form to be prescribed by the Bank in the future (hereinafter referred to as "**the Use of Cash Card**") via the Bank's counter or Automatic Teller Machine (ATM) or any other electronics machines of the Bank or other banks which there is a sign of acceptance of Cash Card held by the Cardholder, or at any merchants, service provider or service point accepting the Cash Card or other channels such as phone, website, application, program or electronics channel or other service channels to be prescribed by the Bank in the future, for cash deposit or withdrawal and/or funds transfer from deposit account to other accounts and/or for payment of goods, services and/or other

expenses In lieu of making cash payment and/or for drawdown/utilization of the credit facility and/or for the use of any service or execution of any transactions pursuant to the procedures and conditions prescribed by the Bank for the Use of the Cash Card and/or the use of each type of service or transaction. **In the event that the Personal Security Code has been press incorrectly more than limited number of times prescribed by the Bank, then the Cash Card will be no longer in service. In this regard, the Cardholder shall contact the Bank and request for cancelling the suspension of such Personal Security Code or generating a new Personal Security Code (Reset PIN) or issuing a new card pursuant to the methods and procedures as prescribed by the Bank.**

In this regard, the Cardholder acknowledges that the Cardholder is able to change the Personal Security Code at any time pursuant to the procedures and conditions as prescribed by the Bank.

4.2 The Cardholder is able to use the Cash Card for an unlimited number of times per day (except upon reaching the maximum credit limit), subject to a maximum credit limit per day per card as follows:

4.2.1 ATM Card: not exceeding 200,000 Baht

4.2.2 Debit Card:

(1) The use of Debit Card for cash withdrawal via Automatic Teller Machine (ATM) or any other electronics machines (card withdrawal limit): not exceeding 500,000 Baht

(2) The use of Debit Card to make payment of goods, services and/or other expenses in lieu of making cash payment via Electronic Data Capture Machine (EDC) or any other equipment (card purchase limit): not exceeding 500,000 Baht

(3) The use of Debit Card to make payment of goods, services and/or other expenses in lieu of making cash payment via E-Commerce (online purchase limit): not exceeding 500,000 Baht

In this regard, in addition to the request for the suspension of the use of Debit Card under these terms and conditions, the Cardholder is able to request for suspending or cancelling the suspension of the use of Debit Card for payment of goods, services and/or other expenses in lieu of making cash payment through E-Commerce to the merchants in Thailand and foreign countries pursuant to the procedures and means as prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Cardholder in the future. In this regard, (i) the suspension of the use of Debit Card for payment of goods, services and/or other expenses in lieu of making cash payment through E-Commerce to the merchants in Thailand will make the Cardholder unable to use the Debit Card to debit for payment of goods, services and/or other expenses on a monthly basis automatically; (ii) the merchant in Thailand refers to a merchant applying for the use of the acceptance of payment service with the payment acceptance service provider registered in Thailand, and the merchant in foreign countries refers to a merchant applying for the use of the acceptance of payment service with the payment acceptance service provider registered in foreign countries.

In the event that the Cardholder suspends the use of Debit Card in the form of plastic card (whether in physical card or traditional card) together with the use of Debit Card for payment of goods, services and/or other expenses in lieu of making cash payment through E-Commerce to the merchants in Thailand and foreign countries without cancelling such suspension for more than 1 year for whatever reasons, the Bank shall have the right to cancel the use of Debit Card services (the cancellation of physical card will be effected to the virtual card); provided that the Cardholder has the right to receive a refund of the annual fees in proportion to the remaining period of Debit Card.

The maximum credit limit for transactions as abovementioned may be changed as announced by the Bank, and the Cardholder may change the maximum credit limit pursuant to the criteria, procedures and conditions as prescribed by the Bank.

Furthermore, if the Cardholder does not wish to use the Debit Card to make payment of goods, services and/or other expenses in lieu of making cash payment, the Cardholder is able to turn off such function by reducing the maximum limit of payment of goods, services and/or other expenses in lieu of making cash payment via Automatic Teller Machine (ATM) or

any other electronics machines of the Bank, SCB Easy Application, SCB Call Center at Tel. 02-777-7777 or other channels as prescribed by the Bank.

4.3 The Cardholder and the Account Owner agree and accept that as for the Use of Cash Card in connection with the use of services or the execution of transactions provided by the Bank, whether or not relating to any type of the Cardholder's accounts, if the Cash Card or the Cash Card's information is used in conjunction with the Personal Security Code of the Cardholder, is used by any means pursuant to the conditions for the use or execution of such type of service prescribed by the Bank in any handbook or document relating to the Use of the Cash Card, such use or execution shall be deemed valid and binding the Cardholder and the Account Owner in all respects without requiring the Cardholder to further execute or sign any documents. In this regard, the Cardholder and the Account Owner agree and accept that any records and/or documents created by the Bank in order to debit funds from deposit account of the Cardholder and/or the Account Owner as a consequence of the Use of the Cash Card of the Cardholder shall be deemed correct in all respects and can be used as an evidence in lieu of payment order from the deposit account of the Cardholder and/or the Account Owner. In this event, the Cardholder and/or the Account Owner is not required to place their signatures on such records or documents.

4.4 The Cardholder acknowledges and is well aware that each Use of the Cash Card shall take immediate effect (Real Time), after completion of the transaction pursuant to the terms prescribed by the Bank. The Cardholder shall not change, suspend, or cancel the Use of the Cash Card thereafter. For every transaction of the Use of Cash Card (other than payment of goods and/or services by Cash Card), the Cardholder will receive a transaction record as evidence of Use of the Cash Card (except if the Cardholder chooses not to receive such transaction record). The Cardholder shall verify the transaction record, or information appearing at the time of Use of the Cash Card. If there is any incorrect information, the Cardholder shall notify the Bank within 10 business days from the date of receipt of the transaction record or the date of the Use of the Cash Card (if the Cardholder chooses not to receive such transaction record), so that the Bank may verify and correct any discrepancies accordingly. If the Cardholder does not dispute the incorrect transaction or information within such period, it shall be deemed that the transactions as appearing on the transaction record or information appearing at the time of Use of the Cash Card is correct in all respects, unless the Cardholder can clearly prove to the Bank that the transaction in the transaction record or information appearing at the time of the Use of the Cash Card is incorrect, and that such discrepancy is not due to the Cardholder's fault or deficiency. However, the Cardholder shall dispute such discrepancy within a period of 60 days from the date of receipt of the transaction record or the Use of the Cash Card (except if the Cardholder chooses not to receive such a transaction record), otherwise it shall be deemed that the transactions appearing on the transaction record, or information appearing at the time of the Use of the Cash Card is correct in all respects and the Cardholder will no longer be allowed to dispute or defend for any reasons.

4.5 The Cardholder agrees and accepts that any procedures through machines, devices and/or electronic system services pursuant to these terms and conditions are reliable and acceptable between the Cardholder, the Account Owner and the Bank, and that documents and/or evidence relating to debit of funds, transfer of funds, or any proceedings by the Bank with the Cardholder's and the Account Owner's deposit account and/or other evidential documents in connection with the Bank's Cash Card services, which the Bank creates pursuant to the transaction of the Use of the Cash Card under these terms and conditions, shall be deemed valid and shall bind the Cardholder and the Account Owner in all respects.

4.6 In case of necessity for the benefit of the Cardholder and/or for the benefit of using the services, the Bank may require the Cardholder to execute any documents in the form as prescribed by the Bank and/or deliver any documents to the Bank within a reasonable period.

4.7 The Cardholder represents and warrants that any documents and/or data received and/or to be received in the future by the Bank from the Cardholder are the Cardholder's documents and data which are correct, complete and true in all respects. The Bank will collect and record such documents and data in the Bank's customer information database for the purpose of providing the Bank's services and/or making transactions in relation to Cash Card with the Bank pursuant to the Cardholder's

intention.

In case the Bank finds or suspects that any data received by the Bank from the Cardholder is incorrect, incomplete or untrue, the Cardholder agrees that the Bank shall have the right to deny providing services, temporarily suspending or canceling transactions and/or the use of the Cash Card services at any time without having to notify the Cardholder in advance. The Bank shall not be liable for any losses and damages in any respects. In this regard, if the Bank exercises the right to cancel the use of Cash Card, the Bank will inform the Cardholder accordingly. In addition, the Cardholder agrees to indemnify and hold harmless against the Bank for all losses or damages incurred to the Bank as a result of providing services to the Cardholder by using or referring to such data.

4.8 The Cardholder agrees that if the deposit account is changed for whatsoever reasons, these terms and conditions shall continue to be enforced with the changed account in all respects.

4.9 The Cardholder and/or the Account Owner hereby authorize the Bank to determine and charge any fees, service fees and expenses relating to the issuance and the Use of the Cash Card at a rate as announced by the Bank, and authorizes the Bank to debit such fees, service fees and expenses from the deposit account that linked with the Cash Card without requiring to obtain any consent from the Cardholder and/or the Account Owner. In the event that there is no balance or insufficient balance in the deposit account linked with the Cash Card, the Cardholder and the Account Owner authorize the Bank, at its sole discretion, to debit funds from other accounts of the Cardholder and/or the Account Owner maintained with the Bank in order to pay for aforementioned indebtedness; in this event, the Bank will notify the Cardholder and/or the Account Owner thereafter.

4.10 The Cardholder and the Account Owner agree to be bound by and comply with the Application for the Use of Services, terms and conditions, rules, regulations, handbooks, including any announcement relating to the rate of fees, service fees and other expenses as prescribed by the Bank. The Cardholder acknowledges and confirms that the Bank has completely provided or delivered all rules, regulations, handbooks and other documents relating to the Cash Card to the Cardholder and the Cardholder has read and completely understood the same.

4.11 All rights and benefits provided or given by the Bank to the Cardholder with respect to the Use of the Cash Card, including these terms and conditions, and the rate of fees, service fees and any expenses, are subject to revocation, modification, or amendment as the Bank determines appropriate by giving written notice not less than 30 days in advance to the Cardholder, except the following;

4.11.1 in case of emergency, the Bank will notify the Cardholder in writing by post or by making announcement in a well-known daily newspaper in Thai language published throughout the country not less than 7 days in advance. In case of notification by an announcement in such newspaper, the Bank will thereafter notify the Cardholder in writing.

4.11.2 if the revocation, modification, or amendment benefits the Cardholder or relieves the Cardholder of obligations, the Bank may specify that such revocation, modification, or amendment will be immediately in effect and notify the Cardholder within 30 days after the effective date thereof.

4.11.3 if the revocation, modification, or amendment results in increasing the burden or risks to the Cardholder in accordance with the Bank of Thailand's regulations, the Bank shall obtain consent from the Cardholder before such revocation, modification, or amendment.

In this regard, the Cardholder agrees to accept such revocation, modification, or amendment in all respects and agrees to waive its right to claim for any and all damages or compensation as a result of such revocation, modification or amendment.

4.12 1 Cardholder may apply for the use of Cash Card services not more than 5 cards per 1 deposit account.

5. Procedure in case of Discrepancies

In the event that the Cardholder and/or the Account Owner find(s) any incorrect information or mistakes regarding the Use of Cash Card, the Cardholder and/or the Account Owner shall immediately notify the Bank by contacting SCB Call Center at Tel.

02-777-7777 and shall inform the Bank at least about the date and time of transaction process, transaction execution channels such as place of terminal machine etc., deposit account number and/or credit facility account (if any) of the Cardholder, the Account Owner and the relevant persons, type of transaction, the amount transferred into or out of the account, including other information prescribed by the Bank relating to the discrepancies of the transaction. The Bank, the Cardholder and the Account Owner shall jointly cooperate and proceed to examine and investigate the cause of the discrepancies in order to remedy the problem immediately. In this regard, the Bank will notify the Cardholder of the results of such proceedings pursuant to the methods and channels as the Bank deems appropriate, such as telephone, post, electronic mail (e-mail), or by other methods or channels as further prescribed by the Bank.

6. Liabilities and Exceptions to Liabilities of the Bank

6.1 Any acts performed by the Bank pursuant to these terms and conditions, information provided by the Cardholder and/or the Account Owner to the Bank, a request made by the Cardholder and/or the Account Owner and/or any terms and conditions for the use of services which are currently existing or hereafter to be further prescribed shall bind the Cardholder and/or Account Owner in all respects, and the Bank shall not be responsible for any losses and damages incurred by the Cardholder and/or the Account Owner and/or any other persons, except the following;

6.1.1 In case of the Bank intentionally or with gross negligence fails to comply with the Application for the Use of Services, or seize or suspension instruction in respect of the Use of the Cash Card or Personal Security Code of the Cardholder resulting in occurrence of transfer transaction through the Bank's system, provided that the Cardholder shall correctly deliver the Application for the Use of Services and/or information and/or correctly request for seizure or suspension of the Use of Cash Card or Personal Security Code pursuant to the criteria, conditions and procedures under these terms and conditions; or

6.1.2 In case of the occurrence of the transaction of withdrawal or funds transfer, or payment of goods and/or services, or transactions of the use of services or transaction through the Cash Card, before the Bank had delivered the Cash Card and/or Personal Security Code; or

6.1.3 In case of the occurrence of the transaction of withdrawal or funds transfer, or payment of goods and/or services, or transactions of the use of services or transaction through the Cash Card which is fraudulent and without any fault of the Cardholder and/or the Account Owner.

6.2 In case the Bank provides the services or does not provide the services to the Cardholder if any of the following events occur, the Cardholder and the Account Owner agree that the Bank shall not have to be liable to the Cardholder, the Account Owner and/or any other persons in all respects:

6.2.1 There is insufficient amount in the account of the Cardholder or the Account Owner or the credit facility of the Cardholder or the Account Owner has been suspended (if any).

6.2.2 The withdrawal and/or funds transfer and/or payment of goods and/or service result(s) in the excess of the credit limit as agreed upon by and between the Cardholder or the Account Owner and the Bank (if any).

6.2.3 It is under any legal proceeding or petitions.

6.2.4 The Bank notified the Cardholder of any temporary interruption of withdrawal and/or funds transfer and/or payment of goods and/or services and/or provision of services before or during the transaction of withdrawal and/or funds transfer and/or payment of goods and/or services and/or the use of services.

6.2.5 The Cardholder or the Account Owner fails to comply with or breaches any terms and conditions or agreement between the Cardholder or the Account Owner and the Bank.

6.2.6 Any of Force Majeure events occur.

7. Suspension and/or Cancellation of the Services

7.1 The Cardholder may cancel or temporarily suspend the use of Cash Card services at any time by notifying the Bank. In the event that the Cardholder requests to cancel the use of Cash Card services, the Cardholder shall be entitled to receive a refund of the annual fee in proportion to the remaining period of Cash Card.

7.2 The Bank shall have the right to cancel or temporarily suspend the Cash Card immediately in the following events, if the Bank exercises the right to cancel the Cash Card, the Bank will inform the Cardholder accordingly:

7.2.1 The Cardholder or the Account Owner fails to pay any fees or expenses to the Bank.

7.2.2 The Cardholder or the Account Owner breaches any agreements or any terms of these terms and conditions.

7.2.3 The Cardholder or the Account Owner deceases, disappears, is incompetent, is quasi-competent, becomes bankrupt, or is being placed under temporary or absolute receivership.

7.2.4 The Bank finds or suspects that any photos, documents and/or information received by the Bank from the Cardholder or the Account Owner is incorrect, incomplete or untrue.

7.2.5 In case there is a seize or suspension of the Cash Card, and there is no cease of such seizure or no cancellation of such suspension for more than 1 year for whatever reasons.

7.2.6 The Cardholder uses the Cash Card for wrong purposes; the Cardholder's behavior appears to be in bad faith or inappropriate; the Cardholder uses the Cash Card for illegal purposes or contrary to the public order or good morals; or the Cardholder commits any wrongful act to the Bank or any persons.

7.2.7 The Cardholder does not obtain or activate the Cash Card within a period of time as prescribed by the Bank.

7.2.8 There is any reasonable ground to believe that the Cash Card is forged.

7.2.9 The Bank suspects or has an opinion that:

(1) there occurs an application for the use of the services or the transaction of the use of services for or in the businesses which may be illegal or contrary to the public order or good morals or in a manner that such transaction may be unlawful or does not comply with regulations governing such transaction.

(2) there is a circumstance to believe that the use of the service or the transaction of the use of services in a manner of bad faith or wrongful act regardless of whoever committed such act.

(3) the transaction of the use of services, whether directly or indirectly, is associated with any persons identified as committing an act of terrorism, or any persons punished (sanctioned) or is associated with any persons punished by the United Nations, European Union, any country or any authorized institution by law.

(4) the transaction of the use of services may be associated with money received from or used for unlawful purposes or for suspicious activities of money laundering or any other provisions of law.

7.2.10 It is necessary for the Bank due to any commercial reason or under any requirement of laws, regulations or orders of any court, inquiry officer, government officer or government authority.

7.3 If the Cardholder or any other person uses a Cash Card that has been reported as a lost card or uses a cancelled or expired Cash Card, the Bank and/or any person having an agreement with the Bank on the acceptance of the Cash Card shall have the right to confiscate the Cash Card immediately. Unless otherwise agreed in writing between the Bank and the Cardholder and/or the Account Owner, a cancellation of the use of Cash Card for whatever reason shall not be deemed as a cancellation of any deposit account of the Cardholder and/or the Account Owner and/or a cancellation of any duty which the Cardholder and/or the Account Owner are/is required to perform in accordance with these terms and conditions unless otherwise the Bank has agreed with the Cardholder and/or the Account Owner in writing.

7.4 For the security of the Cardholder's use of Cash Card services, the Bank shall have the right to seize the use of the Cash Card or do any necessary acts as the Bank deems appropriate such as to seize the use of Debit Card for payment of goods, services and/or other expenses in lieu of making cash payment through E-Commerce or to suspend some function of the Cash Card, etc.; provided that the Bank will inform the Cardholder.

8. Collection, Use and Disclosure of Data

8.1 The Bank may record any communications between the Cardholder and/or the Account Owner and the Bank and/or store, record and/or process information relating to the Cardholder and/or the Account Owner and/or transactions and/or any acts in connection with the use of services of the Cardholder and/or the Account Owner for the benefit of enhancement and provision of the Bank's services, including for keeping record as an evidence for the use of services and transactions. The Cardholder and the Account Owner agree to and shall not dispute the use of such record and/or information as an evidence against the Cardholder and the Account Owner under the laws.

8.2 For the use of the Bank's services, the Bank will collect, use and disclose the Cardholder's personal data and/or the Account Owner's personal data and/or any other person's personal data provided by the Cardholder and/or the Account Owner to the Bank for the purpose of providing services in accordance with this terms and conditions and any other purposes as prescribed in the Bank's Privacy Notice. To understand how the Bank collects, uses and discloses personal data and the data owner's rights in accordance with the Personal Data Protection Law, the Cardholder and/or the Account Owner may further read such Privacy Notice as announced by the Bank on the Bank's website namely www.scb.co.th and/or any other channels prescribed by the Bank or to be further changed and notified to the Cardholder and/or the Account Owner by announcing on such website and/or any other channels prescribed by the Bank. In addition, in the event that the Cardholder and/or the Account Owner has given any personal data of any other person, the Cardholder and/or the Account Owner shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice.

8.3 In case the Cardholder is a cardholder of Debit Plus Card and/or Happy Home Card, the Cardholder agrees and acknowledges that the Bank will disclose personal data to an insurance company in order to obtain insurance coverage or privilege from the insurance company pursuant to the conditions of such cards. Please further read the insurance company's privacy notice on the insurance company's website and/or any other channels prescribed by the insurance company.

8.4 For the benefit of the Cardholder, the Bank may send commercial information such as product and service information, marketing information and promotion to the electronic address such as e-mail address and mobile number and the Cardholder may cancel or reject the delivery of such commercial information by contacting SCB Call Center Tel.02-777-7777 or pursuant to the channel prescribed by the Bank.

9. Contact Details and Notices

The Cardholder shall immediately notify the Bank in writing of any change of the address / office address / telephone number / facsimile number and/or e-mail address via the Bank's branch or other channels prescribed by the Bank. Any correspondence or document sent by the Bank to the Cardholder whether by registered or unregistered post or by hand or facsimile or e-mail, or any electronic means or any other means shall be deemed duly served to the Cardholder if it is sent or delivered to the given address, number and/or e-mail address. If such sent or delivered correspondence or document cannot reach the recipient because of a change of or a removal of premises at the residing address, number and/or e-mail address, but the Cardholder does not inform or notify the Bank as to the change or removal in writing and/or through other channels or means prescribed by the Bank, or the given residing address, number and/or e-mail address cannot be found, it shall be deemed that the Cardholder has been duly informed of the contents of such correspondence or document.

10. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Thailand and the courts of Thailand have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the use of the services under these terms and conditions.

11. Additional Terms and Conditions for Cardholders of Debit Card

The Cardholder under the Debit Card type and/or the Account Owner agree(s) to be bound by and comply with the following additional terms and conditions. If any of the following provisions contravene or conflict with either all or parts of the provisions of Clauses 1 to 10 above, the following provisions shall prevail.

11.1 The Cardholder shall place their signature at the space provided on the reverse side of the Debit Card immediately upon receipt of the Debit Card (only for physical card and traditional card), and the Cardholder may then use the Debit Card until the expiry date as prescribed by the Bank, unless there is a suspension or cancellation of the Debit Card prior to the expiry date. In case the Debit Card is expired, damaged, lost or theft and the Cardholder wishes the Bank to issue a new Debit Card in replacement of an expired, damaged, lost or theft card, the Cardholder shall provide the Application for the Use of Services to the Bank regardless of whether in the formats of document and/or electronic in accordance with the forms, conditions and procedures prescribed by the Bank.

11.2 The use of Debit Card for cash withdrawal.

The Cardholder is able to use Debit Card for cash withdrawal via the counter or Automatic Teller Machine (ATM) or any other electronics machines of the Bank or financial institution or other service provider whether in Thailand and foreign countries which there is a sign of acceptance of the Debit Card, pursuant to the limit of amount and time of withdrawal prescribed by the Bank or the financial institution or the service provider.

11.3 The use of Debit Card to make payment of goods, services and/or other expenses in lieu of making cash payment.

The Cardholder is able to use the Debit Card to make payment of goods, services and/or other expenses in lieu of making cash payment at merchant, service place or other service point which agree to accept the Bank's Debit Card or other channels such as phone, website, application, program or other electronic channels (hereinafter referred to as "**Merchant**"). The Cardholder agrees as follows:

11.3.1 The Cardholder shall use the Debit Card with Merchant and sign on documents in a form and procedure as prescribed by the Bank and/or Merchant (if any), except in case the Cardholder places a purchase order for goods and/or services from Merchant which has a particular agreement with the Bank, the Cardholder may inform Merchant of its intention to make payment of such goods and/or services by informing the number of the Debit Card either verbally or in writing for the Merchant's collection of payment. The Cardholder and the Account Owner agree and accept as follows:

(1) The Cardholder and the Account Owner agree that any documents and/or information showing the transaction ordering of goods and/or services of the Cardholder prepared as an evidence in connection with the use of the Debit Card are accurate and complete and shall be deemed an instruction of the Cardholder to the Bank to make payment of goods and/or services to Merchant without having the Cardholder to sign on such documents and/or information.

(2) In case the Cardholder is not actually the person placing the purchase order for goods and/or services to the Merchant, upon receipt the Cardholder's dispute, the Bank will immediately suspend the collection of payment from the Cardholder and/or the Account Owner. In the event that the collection of payment has already been made by the Bank, the Bank will immediately refund the payment amount to the Cardholder and/or the Account Owner. In any event, if the Bank is able to prove that such debts incurred from the Cardholder's own act, the Bank shall have the right to claim for the refund from the Cardholder and/or the Account Owner thereafter.

(3) The Cardholder is able to cancel the purchase transaction of goods and/or services within 45 days from the date on which the purchase transaction of goods and/or services is made; or within 30 days from the date on which the delivery of goods and/or services is due if the due date of such delivery of goods and/or services is specified in writing. In case the Cardholder can prove that the Cardholder does not receive goods and/or services; receive goods and/or services but does not receive on time; does not receive correctly; receive defect goods and/or services; the goods and/or services does not meet the purpose, the Bank will suspend the collection of payment from the Cardholder and the Account Owner; or if the Bank has already proceed with such collection, the Bank will refund the collected amount to the Cardholder and/or the Account Owner

within 30 days from the date on which the Cardholder notified to the Bank if the purchase transaction of goods and/or service is made within the country or within 60 days from the date on which the Cardholder notified to the Bank if the purchase transaction of goods and/or service is made from foreign countries.

In this regard, by making the aforementioned objection and/or proof to the Bank, if the Cardholder and/or the Account Owner provide(s) any false statements or evidences or commits any wrongful acts, the Cardholder and/or the Account Owner shall indemnify and hold harmless the Bank against any and all losses and damages incurred to the Bank and/or any third person in all respects.

11.3.2 The Bank shall not be liable for any impairment or defects or damages of any goods and/or services in respect of the use of Debit Card for payment of goods, services and/or other expenses in lieu of cash payment to Merchant. In case the goods are returned and/or the services are cancelled or the prices of the goods and/or services are adjusted, the Cardholder will not receive a cash refund from Merchant and the Bank. In this regard, the Merchants will request the Debit Card from the Cardholder to prepare refund evidence and credit funds into the Cardholder's deposit account and the Cardholder will receive the Debit Card together with a copy of refund evidence which is issued and signed by Merchant or any other means as prescribed by such Merchant.

11.4 In order to use Debit Card for drawdown/utilization of the credit facility, the Cardholder is able to use the Debit Card to drawdown/utilize the credit facility via any Automatic Teller Machine (ATM) or other electronics machines of the Bank or any other channels as prescribed by the Bank pursuant to the conditions for the use of credit facility specified in the agreement made between the Cardholder and the Bank.

11.5 In the event that any person demands a payment from the Bank for the Cardholder's indebtedness incurred in connection with the Cardholder's use of the Debit Card for payment of goods and/or services, cash withdrawal, debt occurred from the use of Debit Card by other means or any other debt, such as fees for the use of the Debit Card for cash withdrawal, funds transfer or other fees relating to the Debit Card, the Cardholder and/or the Account Owner authorize(s) the Bank to debit such amount from the deposit account of the Cardholder and/or the Account Owner which is linked with Debit Card. If there is no insufficient balance or balance in such account, the Cardholder and the Account Owner authorize the Bank to debit such amount of funds from any accounts of the Cardholder and/or the Account Owner maintained with the Bank as repayment of such indebtedness; in this event, the Bank will notify the Cardholder and/or the Account Owner accordingly.

11.6 At each time of the use of Debit Card (except in some cases such as making payment of goods and/or services at Merchant by providing a number of Debit Card in verbal or in writing or other cases to be further prescribed by the Bank), the Cardholder will receive a copy of the transaction record as evidence of use of Debit Card in lieu of cash payment or for cash withdrawal (except if the Cardholder chooses not to receive such evidence of use of Debit Card).

In addition, the Cardholder and/or the Account Owner understand(s) and accept(s) that the Cardholder may, without any charge, request a transaction record of the use of Debit Card for payment of goods and/or services in lieu of cash payment (shortened version) by using the Debit Card at any Automatic Teller Machine (ATM) of the Bank or may request for express statement in respect of deposit account at the Bank's branch, or for information or statement of use of Debit Card via other channels or methods to be further prescribed by the Bank by making payment of any fees and proceeding in accordance with the procedures and conditions prescribed by the Bank.

11.7 If the Cardholder is a holder of a Debit Plus Card and/or a Happy Home Card, the Cardholder will receive personal accident insurance for injury, disability, loss of a bodily appendage, or death as a result of accident, pursuant to the relevant insurance coverage amount and conditions prescribed by the Bank and the insurance company, including any other privilege as specified in the handbook and/or any documents in connection with the use of the Bank's Debit Plus Card and/or a Happy Home Card.

11.8 If it appears later that the Cardholder has not used payroll account with the Bank, the Bank shall have the right to suspend or cancel any privileges or benefits provided by the Bank including special interest rate and special fees rate which exclusively

offered for payroll account.

11.9 In the event that the Bank approves the SCBM Debit Card, the Cardholder acknowledges that by using such card, the Cardholder will earn an M Point(s), therefore the Bank will send the Cardholder's information to The Mall Group Company Limited and/or its affiliates which are the business alliances jointly issuing co-brand products ("**The Mall Group**") in order to apply for M card membership and link M Card membership number with such card, and in case that the Cardholder already has the M card membership, the Bank will link the Cardholder's M Card membership number with such card to receive privileges pursuant to any marketing promotion campaign as prescribed by The Mall Group. Please read further about The Mall Group's Privacy Notice on The Mall Group's website, namely www.mcardmall.com and/or any other channels to be further prescribed by The Mall Group. In this regard, if the Cardholder cancel the M card membership, the Cardholder shall not earn the M point from using such card.

11.10 In case the Cardholder has applied for a new debit mastercard with the Bank as from 24 December 2022 onwards, the Cardholder agrees that the Cardholder wishes to use the Auto Billing Updater (ABU) service with the Bank automatically and acknowledges that the Bank will send the personal data and/or any data in relation to the applied Debit Card namely ICA number, former card number, former card expiry date, new card number, new card expiry date and card status to the Mastercard's Auto Billing Updater system on a recurring basis for the purpose of updating the Cardholder's Debit Card information given to the merchant. In this regard, the Cardholder is able to cancel such service at any time via SCB Call Center at Tel. 02-777-7777 or other channels as prescribed by the Bank.
