

Terms and Conditions for the Use of the Bank's Electronic Services

The Applicant agrees to use the Bank's Electronic Services approved by the Bank pursuant to the details of services prescribed by the Bank. The Applicant agrees to be bound by and comply with the following terms and conditions:

1. Definitions

1.1 "Applicant's Account" means the Applicant's deposit account maintained with the Bank and/or any other financial institutions, including credit card, electronic card, credit line of speedy cash, account or any other codes issued by the Bank to the Applicant which can be used for the services similar to the deposit account and the Applicant has designated such deposit account, credit card, electronic card, credit line of speedy cash, account, code in Electronic Services provided by the Bank.

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

1.3 "Bill Payment Transaction" means instructions or transactions made through the Electronics Services system to authorize the Bank to debit any sum from the Applicant's Account and transfer such sum to other person's account for payment of goods or services pursuant to bill or invoice of the Applicant and/or other person, whether such bill or invoice is in whatever form.

1.4 "Cash Card" means the electronic card in type of quick cash card (ATM Card) and/or the electronic card in type of debit card (Debit Card) and/or any other electronic cards as prescribed by the Bank in the future.

1.5 "Device for Transaction Execution" means computers, mobile phones, tablets and/or any other devices prescribed by the Bank for the use of services.

1.6 "Electronic Services" means SCB Easy Phone and/or SCB Easy Net and/or SCB Easy Application and/or SCB Mobile Banking services including any other additional electronic services to be provided by the Bank to the Applicant in the future.

1.7 "Equipment for Transaction Execution" means the equipment for the Applicant to engage in or execute transactions of the use of Electronic Services as approved by the Bank such as an encoding/decoding machine (Token) or any other types of equipment having similar function thereto.

1.8 "Force Majeure" means any circumstances beyond the Bank's control causing interruption of providing services pursuant to this 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.

1.9 "Fund Transfer Transaction" means instructions or transactions made through the Electronics Services system to authorize the Bank to debit any sum from the Applicant's Account and transfer such sum to any accounts.

1.10 "Juristic Person Account" means juristic person's savings account and/or current account which has normal status, has opened with the Bank and has been designated by juristic person to use such account with SCB Easy Application service.

1.11 "Personal Security Code" means Login Name or Username, Password, PIN-Personal Identification Number, fingerprint, face recognition, biometric, Password for the use of Equipment for Transaction Execution, OTP – One Time Password, including any other codes in relation to the access of the use of Electronic Services regardless of the name of the services and whether the code is generated by the Bank or the Applicant.

1.12 "Pre-login" means any Electronic Services which the Applicant can access without having to enter the Personal Security Code. However, in making transactions and/or using the services, the Applicant may or may not be required to enter the Personal Security Code subject to the terms and conditions prescribed by the Bank for the use of such type of services.

2. Use and Safe Keep of Personal Security Code, Personal Data and Devices for Transaction Execution

2.1 The Applicant shall keep the Personal Security Code and personal data confidential and not disclose or do any acts that may cause other persons to know such Personal Security Code and/or personal data.

2.2 The Applicant shall protect and keep security of Device for Transaction Execution at the secure place and shall not allow such Device for Transaction Execution to be in the possession of any other persons.

2.3 The Applicant may change Login Name or Username, Password, PIN-Personal Identification Number, the password for the use of the Equipment for Transaction Execution and/or code in relation to the access of the use of Electronic Services at any time pursuant to the means and conditions prescribed by the Bank.

2.4 If the Applicant's Personal Security Code or Equipment for Transaction Execution is damaged, lost or stolen, the Applicant shall immediately notify, request for suspension the transaction and/or the use of Electronic Services and/or request for seize or suspension the use of the Personal Security Code or the Equipment for Transaction Execution by contacting SCB Call Center at Tel. 02-777-7777. The Bank will immediately suspend the transaction or the use of Electronic Services and/or seize or suspend the use of the Personal Security Code or the Equipment for Transaction Execution, provided that the Applicant shall pass the process of the account owner verification pursuant to the procedures and means prescribed by the Bank. In this regard, the Applicant agrees that any transactions or the use of Electronic Services through the Applicant's Personal Security Code or Equipment for Transaction Execution done before such seize or suspension of the Bank shall be bound by the Applicant in all respects.

The Applicant agrees to be fully responsible for all costs and expenses in connection with the request for seize and/or suspension of the transaction or the use of Electronic Services, the Personal Security Code and/or Equipment for Transaction Execution in all respects.

3. The Access of the Bank's Electronics Services System

3.1 In using each type of Electronic Services, the Applicant shall execute the agreement for the use of the service and/or do any acts as prescribed by the Bank and shall be obtained an approval from the Bank to be an applicant for such type of service. In this regard, the Applicant shall be bound by and comply with the terms and conditions for the use of the service prescribed by the Bank for the use of such type of services and/or the on-screen terms and conditions for each type of transaction appeared before or during making transaction (if any). Such agreements, terms and conditions shall form an integral part of this terms and conditions.

In case that the Applicant uses credit card number and credit line of credit card or speedy cash number and credit line of speedy cash to verify for applying the use of SCB Easy Application as from 22 September 2018 onwards, the Applicant will be able to use only services in relation to credit card pursuant to Clause 3.11, services in relation to speedy cash and/or any other services prescribed by the Bank. If the Applicant wishes to use services in relation to deposit account, fund account and/or any other services thereafter, the Applicant shall enter the Personal Security Code in the type as prescribed by the Bank and proceed in accordance with the procedures and means prescribed by the Bank via SCB Easy Application.

The Applicant must activate the use of each type of Electronic Services system by using the Personal Security Code within 7 days after obtaining an approval from the Bank or within the period as prescribed by the Bank. Failure to activate within such period, it shall be deemed that the Applicant does not intend to use such type of Electronic Services and the Bank shall delete all information in relation to applying for the use of such Electronic Services and cancel an approval of the use of such Electronic Services without having to inform the Applicant. In this regard, if the Applicant intends to use such Electronic Services, the Applicant must submit a new Application in accordance with the procedures and means prescribed by the Bank.

3.2 In using Electronic Services except for Pre-login service at any time, the Applicant shall have to enter correct Personal Security Code and comply with the procedures, means and conditions for the use of service prescribed by the Bank in all respects. If the Applicant enters incorrect Personal Security Code in excess of times prescribed by the Bank (as the case may be), the Electronic Services system shall be temporarily suspended. In this regard, the Applicant shall contact the Bank's branch or notify the Bank by contacting SCB Call Center at Tel. 02-777-7777. The Applicant agrees that such temporary suspension shall not cancel any pre-set transactions and/or any transactions successfully done pursuant to the procedures of each type of Electronic Services and the Applicant agrees not to claim any losses and damages from the Bank in all respects.

3.3 The Applicant may use the Electronic Services for 24 hours a day and may make the Fund Transfer Transaction and/or the Bill Payment Transaction pursuant to the amount limit and the conditions prescribed by the Bank as follows:

Electronic Services System Transaction	Fund Transfer Transaction (Maximum Amount)										Bill Payment Transaction (Maximum Amount (Baht))	
	Accounts in SCB				Transfer to Account in Other Bank (Baht)		Transfer to PromptPay Account in SCB and Other Bank (Baht)		Outward Remittance / International Fund Transfer (US Dollar or equivalent)		Per Transaction Not Exceeding	Per Day Not Exceeding
	Transfer between Applicant's Accounts (Baht)		Transfer to Third Party's Account (Baht)		Per Transaction Not Exceeding	Per Day Not Exceeding	Per Transaction Not Exceeding	Per Day Not Exceeding	Per Transaction Not Exceeding	Per Day Not Exceeding		
	Per Transaction Not Exceeding	Per Day Not Exceeding	Per Transaction Not Exceeding	Per Day Not Exceeding								
SCB Easy Phone	2,000,000	2,000,000	500,000	500,000	-	-	-	-	-	-	10,000	10,000
SCB Easy Net	No limit	No limit	5,000,000	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	50,000	50,000	2,000,000	2,000,000
SCB Easy Application	No limit	No limit	5,000,000	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	50,000	50,000	2,000,000	2,000,000
SCB Mobile Banking	No limit	No limit	5,000,000	5,000,000	2,000,000	2,000,000	-	-	-	-	2,000,000	2,000,000

Maximum amount limit for making transactions aforementioned is subject to change upon the Bank's announcement and the Applicant may request for change of such maximum amount limit pursuant to the criteria, means, and conditions prescribed by the Bank.

In this regard, the Applicant may make the Fund Transfer Transaction without limitation of times (except for excess of maximum amount limit), except for Outward Remittance which the Applicant has to fill in Application and submit all relating documents to the Bank via channels prescribed by the Bank for obtaining the Bank's approval and the amount limit approved by the Bank.

The Applicant may check for conditions for making each type of transaction through the Bank's website namely <https://www.scb.co.th> and/or any other channels prescribed by the Bank or to be further changed and notified of such change to the Applicant by posting on the website namely <https://www.scb.co.th>

3.4 The use of Fund Transfer Service and/or Bill Payment Service

3.4.1 The Applicant shall execute transaction in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.4.2 In case of domestic fund transfer and/or bill payment, when the Applicant successfully executes the fund transfer transaction and/or the bill payment transaction pursuant to the terms and conditions prescribed by the Bank, the Bank will proceed as follows:

(1) In case of the Real-Time transaction, the Bank will proceed the fund transfer transaction pursuant to the details of Fund Transfer Transaction or Bill Payment Transaction (as the case may be) only when the Bank is able to immediately debit, and/or utilise credit line of credit card and/or credit line of speedy cash in the sum equal to the amount specified in the Fund Transfer Transaction or Bill Payment Transaction (as the case may be) together with the applicable fees or service charges payable to the Bank from the Applicant's Account specified in Fund Transfer Transaction or Bill Payment Transaction (as the case may be). The result of making transaction through the Bank's Electronic Services system shall be displayed where the Applicant is able to click print out and/or save as menus by him/herself and keep such confirmation as the evidence.

(2) In case of the pre-set transaction, the Bank will proceed the fund transfer transaction pursuant to the details of Fund Transfer Transaction or Bill Payment Transaction (as the case may be) only when the Bank is able to immediately debit, and/or utilise credit line of credit card and/or credit line of speedy cash in the sum equal to the amount specified in the Fund Transfer Transaction or Bill Payment Transaction (as the case may be) together with the applicable fees or service charges payable to the Bank from the Applicant's Account specified in Fund Transfer Transaction or Bill Payment Transaction (as the case may be) on the date specified by the Applicant to be the transaction date pursuant to Fund Transfer Transaction or Bill Payment Transaction (as the case may be). In this regard, if any month does not have the date specified by the Applicant to be executed transaction date, the Bank will proceed the fund transfer transaction on the last date of that month. The Applicant is able to cancel the pre-set transaction in accordance with the procedures and means prescribed by the Bank. In case that the Applicant terminates or discontinues the use of SCB Easy Application service and has not cancelled the pre-set transaction, the pre-set transaction shall be effective.

(3) The Bank will notify the result of fund transfer and account debiting through notification function or SMS or E-mail or other channel or procedures to be prescribed by the Bank. The said result or the Applicant's statement of account is available to the Applicant on the same date the transaction being effected for monitor or print out or save as through the Electronic Services.

3.4.3 In case of international fund transfer, the Applicant is able to execute international fund transfer transaction to the countries that the Bank provides the services and the transaction amount shall not exceed the maximum amount prescribed by the Bank. In this regard, the foreign exchange rate used for the transaction shall be as prescribed by the Bank at the time of executing transaction which will be shown on the screen during the Applicant executes and confirms transaction.

3.5 In case of the Applicant chooses to use Pre-login service, the Applicant shall comply with the procedures and means prescribed by the Bank before starting using such service. The Applicant acknowledges and agrees that after setting up Pre-login service, the Applicant can access without having to enter the Personal Security Code. However, in making transactions and/or using the services, the Applicant may or may not be required to enter the Personal Security Code subject to the terms and conditions prescribed by the Bank for the use of such type of services and it shall be deemed that the Applicant is bound by such transactions and/or services in all respects.

The Applicant agrees and accepts that FastPay service is the one of Pre-login service which the Applicant is able to scan QR code for payment of goods, services and/or any other debts or for donation, without having to enter the Personal Security Code and it shall be deemed that the Applicant is bound by such transaction in all respects. In this regard, the Applicant shall comply with the procedures and means prescribed by the Bank before starting using such service.

3.6 The Applicant is able to add the Applicant's Account, credit line account, credit card, debit card, prepaid card, any other account and/or any other information of the Applicant and/or any other persons as prescribed by the Bank, including fund account and/or any other account of the Applicant maintained with SCB Asset Management Company Limited and/or trading accounts, derivatives trading account and/or any investment account of the Applicant maintained with SCB Securities Company Limited in order to access any information, execute transactions and/or use the services by choosing from the account number or any other information appearing on the Electronic Services system of the Bank or the Applicant fills in the information. In this regard, the Applicant shall comply with the procedures and means prescribed by the Bank.

3.7 The Applicant accepts that the Applicant will be able to download and install SCB Easy Application on the Device for Transaction Execution as prescribed by the Bank at the maximum number of 3 (three) devices or other number as prescribed by the Bank. However, such service can be used by one device at each time and in the event that the service is used by more than one device at the same time, the Bank's system will allow the device entering into the service at the latest to be the only device using the service.

3.8 The use of Cardless ATM Service

3.8.1 The Applicant will be able to use Cardless ATM service to withdraw cash from the Applicant's account maintained with the Bank as prescribed by the Bank without requiring the use of Cash Card or to withdraw cash advance from credit line of credit card without requiring the use of credit card or to draw down facility from credit line of speedy cash without requiring the use of speedy cash card; provided that the Applicant shall use the service pursuant to the procedure and method prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. When the transaction executed by Applicant is successful, the Bank will send the withdrawal code to the Applicant via SCB Easy

Application or such other electronic channels to be used for cash withdrawal at Automated Teller Machines, CDM/ATM Machines and/or any other automated service machines as prescribed by the Bank to use with this service ("ATM Machines").

3.8.2 The Applicant will be able to withdraw cash in multiple of Baht 100 such as Baht 400, 500, 900 or 2,000 and the maximum amount limit shall not exceed the following:

(1) In case of cash withdrawal without requiring the use of Cash Card, the maximum amount limit shall not exceed Baht 50,000 per day and per all accounts of the Applicant or any other amount to be further amended by the Bank in the future. In this regard, Cardless ATM service is separated from the cash card service of the Bank; thus, the maximum limit per transaction of Cardless ATM service shall be separated from the maximum limit per transaction of cash card service and shall not be used to calculate with the transaction for the use of cash card service and any other services.

(2) In case of cash advance withdrawal without requiring the use of credit card, the maximum amount limit shall not exceed Baht 50,000 per day and per person or any other amount to be further amended by the Bank in the future. In this regard, the facility amount being able to withdraw depends on the remaining credit line of credit card approved by the Bank, the use of credit card history and any other conditions prescribed by the Bank.

(3) In the case of facility drawdown without requiring the use of speedy cash card, the maximum amount limit shall not exceed Baht 50,000 per day and per person or any other amount to be further amended by the Bank in the future. In this regard, the facility amount being able to draw down depends on the remaining credit line of speedy cash approved by the Bank, the use of speedy cash history and any other conditions prescribed by the Bank.

3.8.3 When the Applicant receives the withdrawal code, the Applicant will be able to withdraw cash from the Bank's ATM Machines across Thailand without using Cash Card, credit card or speedy cash card (as the case may be) by entering the mobile phone number (pursuant to the mobile phone number determined by the Applicant during the execution the transaction via aforementioned channels), the withdrawal code and the amount of money (pursuant to the amount determined by the Applicant during the execution the transaction via channels aforementioned) and comply with the procedure and method of ATM Machines. In this regard, it is the Applicant's responsibility to protect and keep security of such mobile phone number and withdrawal code.

3.8.4 The Applicant shall use the withdrawal code for the cash withdrawal pursuant to Clause 3.8.3 within 15 minutes from the time the Applicant receives such withdrawal code and/or any other period to be further amended by the Bank in the future. In case of exceeding such period, the Applicant will not be able to use such withdrawal code. In this regard, the Applicant will be able to receive withdrawal code not exceeding the numbers prescribe by the Bank.

3.8.5 The Applicant is able to cancel the withdrawal code pursuant to the procedure and method prescribed by the Bank via SCB Easy Application or any other electronic channels prescribed by the Bank.

3.8.6 The Applicant agrees and accepts that if there is transaction execution via ATM Machines by using the withdrawal code received by the Applicant from the Bank, it shall be deemed that the Applicant receives the money and such transaction is accurate and valid and shall bind the Applicant in all respects without having the Applicant to execute and/or sign any other documents. The Applicant also agrees to be bound by such act as if it has been done by the Applicant regardless of whether it has been done by the Applicant or any other persons and for whatever reason.

3.8.7 The Applicant agrees to pay the fees and/or service charges in relation to the use of Cardless ATM service as prescribed by the Bank and the Bank shall not have to return any and all fees and/or service charges payable by the Applicant. In this regard, the Applicant agrees to be bound by and comply with the terms and conditions for the use of ATM Machines of the Bank.

3.9 The use of Bulk Transfer Service (Fund transfer more than 1 transaction)

3.9.1 The Applicant shall execute transaction in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.9.2 When the Applicant successfully executes the fund transfer transaction pursuant to the terms and conditions prescribed by the Bank, the Bank will proceed as follows:

(1) In case of the Real-Time transaction, the Bank will proceed each fund transfer transaction pursuant to the details of such Fund Transfer Transaction only when the Bank is able to immediately debit the sum equal to the amount of such transaction together with the applicable fees or service charges payable to the Bank from the Applicant's Account specified in Fund Transfer Transaction. In this regard, the Bank will proceed the fund transfer transaction without considering sequence of transactions executed by the Applicant.

(2) In case of the pre-set transaction, the Bank will proceed each fund transfer transaction pursuant to the details of such Fund Transfer Transaction, on the date specified by the Applicant to be the transaction date pursuant to Fund Transfer Transaction, only when the Bank is able to immediately debit the sum equal to the amount of such separately transaction together with the applicable fees or service charges payable to the Bank from the Applicant's Account specified in Fund Transfer Transaction. In this regard, the Bank will proceed the fund transfer transaction without considering sequence of transactions executed by the Applicant and if any month does not have the date specified by the Applicant to be executed transaction date, the Bank will proceed the fund transfer transaction on the last date of that month. The Applicant is able to cancel the pre-set transaction in accordance with the procedures and means prescribed by the Bank. In case that the Applicant terminates or discontinues the use of SCB Easy Application service and has not cancelled the pre-set transaction, the pre-set transaction shall be effective.

(3) The Bank will notify the result of fund transfer and account debiting through notification function or SMS or E-mail or other channel or procedures to be prescribed by the Bank. The said result or the Applicant's statement of account is available to the Applicant on the same date the transaction being effected for monitor or print out or save as through the Electronic Services.

3.10 The use of Recommended Transaction Service

3.10.1 Recommended Transaction Service is the service that the Bank's electronic system provides convenience to the Applicant by displaying information of transactions frequently executed by the Applicant in each type of transactions. In this regard, the Application is able to change such displayed information before executing the transaction pursuant to the procedure and method prescribed by the Bank.

3.10.2 In using Recommended Transaction Service, the Applicant agrees and consents to the Bank to collect/gather information of transactions executed by the Applicant with the Bank and to display such transaction information for the Applicant's convenience pursuant to details in Clause 3.10.1

3.11 The use of services in relation to credit card

3.11.1 The Applicant is able to apply for the use of credit card and to track status of applying for the use of credit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.11.2 The Applicant is able to activate credit card issued by the Bank in the name of the Applicant by filling any information and Personal Security Code on the screen correctly and completely via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant agrees and accepts that if the Applicant's credit card is a supplementary card, the primary credit card holder is able to activate supplementary credit card. If the transaction is successful, it shall be deemed that such activation of credit card binding the Applicant and supplementary credit card holder (in case the Applicant is primary credit card holder and makes transaction to activate supplementary credit card) in all respects.

3.11.3 The Applicant is able to temporarily suspend the use of credit card or cancel the temporary suspension of credit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant agrees and accepts that if the Applicant's credit card is a supplementary card, the primary credit card holder is able to temporarily suspend the use of supplementary credit card and the cancellation of temporary suspension of supplementary credit card shall be made by primary credit card holder only though the Applicant which is supplementary credit card holder is the person who temporarily suspends such supplementary credit card.

3.11.4 The Applicant agrees and accepts that in the event that the Applicant adds or applies the use of credit card in SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future, the Applicant will be able to select credit card to make payment of goods, services and/or any other debts as prescribed by the Bank to be paid by credit card via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future by proceeding in accordance with the procedures and means prescribed by the Bank. If the transaction is successful, it shall be deemed that the credit card debts have been created pursuant to the terms and conditions of the use of credit card.

3.11.5 The Applicant is able to redeem the rewards (points) in credit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant agrees and accepts that if the Applicant's credit card is a supplementary card, the primary credit card holder is able to redeem the rewards (points) in supplementary credit card. If the transaction is successful, it shall be deemed that such redemption binding the Applicant and supplementary credit card holder (in case the Applicant is primary credit card holder and makes transaction to activate supplementary credit card) in all respects.

3.11.6 The Applicant is able to request for temporary credit line of credit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant agrees and accepts that the use of credit line and payment of debts in such temporary credit line part shall be in accordance with handbook and the terms and conditions for the use of credit card.

3.11.7 The Applicant is able to apply for Dee Jung Installment Plan service by requesting to make payment of credit card transaction in installment for spending transaction as prescribed by the Bank and selecting the period of installment in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.11.8 The Applicant is able to apply for Dee Jung Transfer service by withdrawing cash advance from credit line of credit card or drawdown facility from credit line of speedy cash and transfer such cash advance to the Applicant's deposit account maintained with the Bank and designated to use with SCB Easy Application service or any other electronic service prescribed by the Bank in the future and selecting the period of repayment in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.11.9 The Applicant is able to check SCB Rewards or M Point (as the case may be) in credit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

In this regard, M point information shown herein is the information provided to the Bank by The Mall Group Company Limited, therefore, the Bank may not guarantee the accuracy of such information. If the Applicant has any inquires, the Applicant shall contact The Mall Group Company Limited directly.

3.11.10 The Applicant is able to request for 1 Point Redemption service and redeem the rewards (points) in credit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.11.11 The Applicant is able to access to and/or request for credit card statement in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.11.12 The Applicant is able to change the channel for receiving credit card statement in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the channels for receiving credit card statement are post, E-mail address, SCB Easy Application service or any other channels to be provided by the Bank in the future. In the event that the Bank has sent credit card statement to the Applicant through such channel, it shall be deemed that the Applicant correctly and completely receives such credit card statement.

3.12 The use of services in relation to QR Code

The Applicant is able to create or scan QR Code to make payment or receive payment of goods, services and/or any other debts or make a donation in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

In the event that the Applicant creates QR Code to make payment of goods and/or services by allowing the merchant to scan such QR Code, the Applicant agrees and acknowledges that such QR Code has only information in relation to the Applicant's Account for using to debit for making payment of goods and/or services, but the merchant will be the person who specifies the amount which the Applicant shall pay to the merchant. The Applicant agrees and consents to the Bank to debit the sum equal to the amount specified by the merchant together with any fees and/or service charges payable to the Bank (if any) from the Applicant's Account and it shall be deemed that the Applicant is bound by such transaction in all respects. In this regard, the Applicant shall comply with the procedures and means prescribed by the Bank before starting to use such service.

3.13 The use of services in relation to requesting for deposit account statement

The Applicant is able to request for deposit account statement via SCB Easy Application by proceeding in accordance with the procedures and means prescribed by the Bank.

3.14 The use of services in relation to purchasing goods and/or services

3.14.1 The Applicant is able to purchase goods and/or services from any merchants prescribed by the Bank and send such goods and/or services as a present to any other person using SCB Easy Application or any other electronic services prescribed by the Bank (the "Recipient") or use such goods and/or services himself/herself via SCB Easy Application or any other electronic channels prescribed by the Bank in accordance with the procedures and means prescribed by the Bank and the merchants.

3.14.2 When the Applicant successfully makes payment of goods and/or services via SCB Easy Application or any other electronic channels prescribed by the Bank,

(1) the Bank's system will send notification to the Recipient specified by the Applicant. The Recipient shall accept the right, via SCB Easy Application or any other electronic channels prescribed by the Bank, within 45 days from the date received such notification or pursuant to any other period prescribed by the Bank or merchants. When the Recipient accepts the right, QR Code, Barcode or any other code will appear. Such code will have time counting down. Therefore, the Recipient shall use such code within such period by presenting to the merchants. In case of the expired period or the Recipient does not accept the right, it shall be deemed that the Recipient waives all right. In this regard, the Applicant or the Recipient shall not have the right to request for refund and to claim any losses and damages from the Bank and/or the merchants in any respects.

(2) the Applicant is able to check information of purchase of goods and/or services, shipping status and/or any other information in relation to purchase of goods and/or services via SCB Easy Application or any other electronic channels prescribed by the Bank. In this regard, in case that the Applicant purchases goods and/or services which the Application will receive QR Code, Barcode or any other code for showing merchants to receive such goods and/or services, the Applicant shall use such QR Code, Barcode or code within period and present to the merchants pursuant to the specified conditions. In case of the expired period or the Applicant does not use such code, it shall be deemed that the Applicant waives all right. In this regard, the Applicant shall not have the right to request for refund and to claim any losses and damages from the Bank and/or the merchants in any respects.

3.14.3 The Applicant agrees and accepts that the Bank is only channel and a facilitator for the purchase of goods and/or services via SCB Easy Application or any other electronic channels prescribed by the Bank. Therefore, the Bank shall not be liable to the Applicant, the Recipient or any persons for any losses and damages resulting from such goods and/or services in any respects. If there is any problem or further question, the Application shall contact merchants directly. In this regard, the return of any goods and/or services and/or the refund depends on merchants' sole discretion.

3.15 The use of services in relation to fund account

3.15.1 The Applicant is able to open fund account with SCB Asset Management Company Limited (the "Management Company") in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Bank will disclose and/or send the Applicant's data to the Management Company for the purpose of verifying the data and identity of the Applicant and/or for the benefit of opening fund account and/or accessing the Applicant's data maintained with the Management Company and/or for providing services in relation to investment provided by the Management Company. In addition, the Bank and the Management Company will store and record such data in the customer information database of the Bank and/or the Management Company for the benefit of making transactions with the Bank and/or the Management Company. Please further read the Management Company's Privacy Notice posted on the Management Company's website namely www.scbam.com and/or any other channels prescribed by the Management Company.

3.15.2 The Applicant agrees and accepts that the Bank only facilitates to send instruction of purchase, sale or switch of any funds to the Management Company via SCB Easy Application or any other electronic channels prescribed by the Bank. Therefore, if the Applicant has problem or has any inquires, the Applicant shall contact the Management Company directly.

3.15.3 The Applicant is able to make or cancel the pre-set transaction in relation to purchase, sale or switch of any funds in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank. In case that the Applicant terminates or discontinues the use of SCB Easy Application service and has not cancelled the pre-set transaction, the pre-set transaction shall be effective.

3.16 The use of services in relation to cheque book

3.16.1 The Applicant is able to purchase cheque book in the amount not exceeding as prescribed by the Bank in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Bank will proceed in accordance with the details of purchase instruction and will send the cheque book to the address specified in the purchase instruction only when the Bank is able to debit funds in the amount equal to the amount of fees or service charges payable to the Bank together with any taxes from the Applicant's Account specified in the purchase instruction.

3.16.2 The Applicant agrees and accepts that before using the cheque book purchased pursuant to Clause 3.16.1, the Applicant shall activate such cheque book in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant shall activate such cheque book within 60 days from the date of making purchase instruction (including the transaction date) (in case of making purchase instruction after 4.00 p.m., it shall be deemed that such instruction is made on the following day) or within any other period as amended by the Bank in the future. Failure to activate the cheque book within such period for whatsoever reasons such as the cheque book is returned to the Bank because of no recipient, such cheque book will not able to use and the Bank shall not have to refund any fees, service charges, taxes and/or costs and expenses received by the Bank in all respects. In addition, the Bank shall not be liable to the Applicant for any losses and damages in any respects. Furthermore, of the cheque book is possessed by the Bank, the Applicant consents to the Bank to destroy such cheque book.

3.16.3 The Applicant is able to seize each cheque that activated pursuant to Clause 3.16.2 in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.17 The use of services in relation to opening deposit account

3.17.1 The Applicant is able to open deposit account with the Bank in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.17.2 The Applicant agrees and accepts that in case of any photos and/or information received by the Bank from the Applicant are not correct, complete and true, the Bank shall have the right to temporarily suspend or close such deposit account at any time without having to notify the Applicant in advance. The Bank shall not be liable to the Applicant for any losses and damages in any respects.

3.18 The use of services in relation to Cash Card

3.18.1 The Applicant is able to apply for the use of debit card service and to activate debit card issued by the Bank in the name of the Applicant in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.18.2 The Applicant is able to set amount limit for cash withdrawal and/or payment of goods and/or services of Cash Card, including to access information in relation to payment of goods and/or services transaction, M Point and/or any other information of debit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

In this regard, M point information shown herein is the information provided to the Bank by The Mall Group Company Limited, therefore, the Bank may not guarantee the accuracy of such information. If the Applicant has any inquires, the Applicant shall contact The Mall Group Company Limited directly.

3.18.3 The Applicant is able to temporarily suspend or cancel the temporary suspension of the use of Cash Card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant agrees and accepts that if the Applicant does not cancel the temporary suspension of the use of Cash Card within 1

year from the date of the temporary suspension of the use of Cash Card or within any other period as prescribed by the Bank, the Bank shall have the right to cancel such Cash Card.

3.18.4 The Applicant is able to reset PIN for using ATM card and/or debit card in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, such ATM card and/or debit card shall be designated to use with SCB Easy Application service, or any other electronic service prescribed by the Bank in the future.

3.19 The use of services in relation to prepaid card

3.19.1 The Applicant is able to top-up fund into SCB M Visa Prepaid Card, PLANET SCB Prepaid Card and/or any other prepaid cards as further prescribed by the Bank of the Applicant or any other persons in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. The maximum top-up amount is limited to the maximum amount as prescribed by the Bank and shall not exceed the maximum amount limit for such type of prepaid card. In the event that the top-up amount exceeds the amount limit or will cause the outstanding fund in such prepaid card at that time is higher than the amount limit for such type of prepaid card, the system will reject such top-up transaction. In this regard, it shall not be deemed as the Bank's fault in all respects.

3.19.2 The Applicant is able to access information in relation to spending transaction, M point and/or any other information of the Applicant's SCB M Visa Prepaid Card and/or any other prepaid cards as further prescribed by the Bank in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

In this regard, M point information shown herein is the information provided to the Bank by The Mall Group Company Limited, therefore, the Bank may not guarantee the accuracy of such information. If the Applicant has any inquires, the Applicant shall contact The Mall Group Company Limited directly.

3.19.3 PLANET SCB Prepaid Card ("PLANET SCB Card")

The Applicant is able to execute following transactions in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future:

- (1) To apply for the use of PLANET SCB Card and to activate PLANET SCB Card issued by the Bank to the Applicant.
- (2) To top-up Baht currency into PLANET SCB Card only. In this regard, clause 3.19.1 shall be applied mutatis mutandis.
- (3) To buy foreign currency in PLANET SCB Card by debiting Baht currency in PLANET SCB Card, or to sell foreign currency in PLANET SCB Card to Baht currency in PLANET SCB Card. In this regard, as the exchange rate may be changed anytime the Applicant shall have to check exchange rate as shown on the screen during the transaction executed by the Applicant via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.
- (4) To transfer only Baht currency in PLANET SCB Card to the Applicant's deposit account maintained with the Bank and has designated to use with SCB Easy Application service or any other deposit account as prescribed by the Bank in the future.
- (5) To set PIN of PLANET SCB Card.
- (6) To temporarily suspend or cancel the temporary suspension of the use of PLANET SCB Card.
- (7) To execute any transactions to be provided by the Bank to the Applicant in the future.

3.20 The use of services in relation to investment account

The Applicant is able to open trading account, derivative trading account and/or any investment account with SCB Securities Company Limited ("SCBS") in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Bank will disclose and/or send the Applicant's data to SCBS for the purpose of verifying the data and identity of the Applicant and/or for the benefit of opening any accounts with SCBS and/or accessing the Applicant's data maintained with SCBS and/or for providing services in relation to investment provided by SCBS. In addition, the Bank and SCBS will store and record such data in the customer information database of the Bank and/or SCBS for the benefit of making transactions with the Bank and/or SCBS. Please further read SCBS's Privacy Notice posted on SCBS's website namely www.scbs.com and/or any other channels prescribed by SCBS.

3.21 The use of services in relation to requesting for credit line

The Applicant is able to request for credit line of speedy loan, speedy cash, car and/or other credit line and to track status of request for credit line in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.22 The use of Voice Command Service (Voice Command Service via Siri iOS)

3.22.1 In case the Applicant wishes to use Voice Command service, the Applicant shall comply with the procedures and means prescribed by the Bank before starting the use of such service. The Applicant agrees and accepts that after setting up Voice Command service for the first time, the Applicant can access services in SCB Easy Application as prescribed by the Bank without having to enter the Personal Security Code. However, in making transactions and/or using the services, the Applicant may or may not be required to enter the Personal Security Code subject to the terms and

conditions prescribed by the Bank for the use of such type of services and it shall be deemed that the Applicant is bound by such transactions and/or services in all respects.

3.22.2 The Applicant can access Quick Balance service in order to check remaining balance in the Applicant's account maintained with the Bank and designated to use with SCB Easy Application service or any other electronic service prescribed by the Bank in the future by using voice command via Siri iOS without having to enter the Personal Security Code in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.22.3 The Applicant can access Easy Pass Top-up service or Mobile Top-up service by using voice command via Siri iOS without having to enter the Personal Security Code. However, in making Easy Pass Top-up transactions or Mobile Top-up transactions, the Applicant shall enter the Personal Security Code in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.22.4 In using Voice Command service, the Bank will send and/or disclose the Applicant's data as necessary to external service provider for the purpose of providing Voice Command service and connecting Siri iOS with the Bank's Electronic Services.

3.23 The use of the Deposit or Withdrawal Cash Service via the Bank's Agents

The Applicant is able to execute deposit or withdrawal cash transaction from the Applicant's deposit account maintained with the Bank and pursuant to the conditions prescribed by the Bank via the Bank's Agents in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.24 The use of services in relation to the Juristic Person Account

3.24.1 The Applicant represents that juristic person who is the owner of the Juristic Person Account gives consent to the Applicant to use the Juristic Person Account linked with SCB Easy Application service used by the Applicant and authorizes the Applicant to execute transactions and/or proceed any acts in relation to such Juristic Person Account via SCB Easy Application service.

3.24.2 The Applicant is able to execute transactions and/or proceed any acts in relation to the Juristic Person Account via SCB Easy Application service in accordance with the procedures and means prescribed by the Bank. In such case, the wording "Applicant's Account" specified in terms and conditions in relation to the use of such service shall mean Juristic Person Account.

3.25 The use of MeTang Service

The Applicant is able to request for early wage in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future, only in case that the Applicant's employer approves the Applicant to join the MeTang project.

3.26 The use of services in relation to subscription of debentures

The Applicant is able to subscribe the of debentures in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.27 The change of mailing address

3.27.1 The Applicant is able to change the mailing address for product(s)/service(s) in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.27.2 The Applicant agrees and accepts that the change of mailing address will allow the Bank to contact, send documents and/or make debt collection to the Applicant's new address.

3.27.3 The sending of credit card, credit facility statement(s) and/or any other documents to the new mailing address will take effect in the next cycling statement of credit card or credit facility or other periods as prescribed by the Bank.

3.28 The use of Google my Business via SCB Service

The Applicant is able to apply for Google my Business via SCB Service in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future. In this regard, the Applicant agrees and accepts that the Bank is channel to facilitate the Applicant to apply for Google my Business service with Google and the Bank is not a service provider.

3.29 The use of SCB Direct Debit Service

The Applicant is able to apply for SCB Direct Debit Service in accordance with the procedures and means prescribed by the Bank via SCB Easy Application or any other electronic channels to be provided by the Bank to the Applicant in the future.

3.30 The Applicant agrees and accepts that the Bank will send any information in relation to SCB Easy Application to the Applicant via E-mail Address given by the Applicant to the Bank only when such E-mail Address has been verified by the Applicant in accordance with the procedures and means prescribed by the Bank.

3.31 The Applicant accepts that some type of the service, the Bank receives or obtains contents or information from the third party or the Bank has connected the Bank's system with the third party information; therefore, the Bank does not guarantee the accuracy and completeness of such contents or information and the Bank does not involve with and does not give any representation or warranty regarding products, services, offers, promotions and/or

any benefits produced and/or provided by the third party. In this regard, the Bank shall not be liable to the Applicant or any persons for any losses and/or damages resulting from using such contents or information and/or any other events arising from such products and/or services in any respect.

4. The Validity of the Use of the Services or Transactions and Agreement Binding on the Applicant

4.1 It is agreed and accepted by the Applicant that any operation or processing the transaction through the Bank's Electronic Services pursuant to this terms and conditions is reliable and enforceable between the Applicant and the Bank. The Applicant represents and warrants that any documents and/or information received by the Bank through such procedure is reliable, correct and true as if they were made in writing and is enforceable among the Applicant, the Bank and the relevant third party in all respects. In this regard, the Bank is not required to check the accuracy of information, the name of deposit account owner and/or any details in relation to the transactions for the use of service at each time.

4.2 The Applicant represents that any photos, documents and/or data received and/or to be received in the future by the Bank from the Applicant via Electronic Services are the Applicant's data which is correct, complete and true in all respects. The Bank will collect and record such data in the Bank's customer information database for the purpose of providing the Bank's services and/or making transactions with the Bank.

In case of the Bank finds or suspects that any photos, documents and/or data received by the Bank from the Applicant are not correct, complete or true, the Applicant agrees that the Bank shall have the right to deny providing services, temporarily suspending or canceling transactions and/or the use of the Electronic Services and/or other services at any time without having to notify the Applicant in advance and the Bank shall not be liable to the Applicant for any losses and damages in any respects. In addition, the Applicant 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 Applicant by using or referring to such data,

4.3 The Applicant agrees and accepts that any acts, whether related to any services, made via the Bank's Electronic Services through the use of the Personal Security Code and/or the use of Pre-login service pursuant to this terms and conditions shall be deemed accurate and valid and shall bind the Applicant in all respects without having the Applicant to execute and/or sign any other documents. The Applicant also agrees to be bound by such acts as if it has been done by the Applicant regardless of whether it has been done by the Applicant or any other persons and for whatever reason. In addition, the Applicant agrees that the use of the Personal Security Code shall be deemed as the electronic signature pursuant to the law.

4.4 In case of any necessity for the benefit of the Applicant and/or for the benefit of the use of services, the Bank may require the Applicant to execute any documents in the form prescribed by the Bank and/or to send any documents to the Bank within a reasonable period.

4.5 The Applicant cannot change or withhold or cancel any Fund Transfer Transaction and/or Bill Payment Transaction and/or any other transaction after the Applicant has submitted the transaction to the Banks through the Electronic Services, unless the transaction is the pre-set transaction which the Applicant may change or withhold or cancel such transaction through the Electronic Services before the date of the Bank has proceeded with such transaction or within the period as prescribed by the Bank in accordance with the procedures and means specified by the Bank.

4.6 The Applicant agrees that after the Bank has already proceeded the transactions in accordance with the application for the use of service and/or the transactions of the use of service, it shall be deemed that the Bank has provided the service correctly and completely and such service is binding the Applicant in all respects. In the event of requesting for credit line or executing any transactions in relation to the fund account, it shall be deemed that the Applicant has already received credit line or service from the Bank correctly and completely and such credit line or service is binding the Applicant in all respects. In this regard, the Bank shall not have to refund any and all fees, service fees and/or costs and expenses received by the Bank for whatever reasons.

4.7 The Applicant accepts that all documents and/or evidences in relation to the Bank's debit, transfer or any acts with the Applicant's Account or credit line (if any) and/or any documents made by the Bank subject to the request of the Applicant pursuant to this terms and conditions in relation to the provision of Electronic Services are true and correct and shall be bound by the Applicant in all respects.

4.8 The Applicant agrees that in case of any change of the Applicant's Account for whatsoever reasons, these terms and conditions shall continue to be enforced with the changed account in all respects.

4.9 The Applicant agrees to pay the fees and service charges including any other expenses in relation to the use of the Electronic Services pursuant to the rates and conditions prescribed by the Bank. In this regard, the applicant authorizes the Bank to debit any sum payable to the Bank from every type of the Applicant's Account maintained with the Bank.

4.10 The Applicant irrevocably and unconditionally agrees to indemnify and hold harmless against the Bank for all losses or damages incurred to the Bank and/or any persons as a result of providing service to the Applicant or proceeding transactions as the Applicant requests pursuant to this terms and conditions without the Bank's fault or in case where the Applicant uses this services for any business which is illegal or contrary to public order or good morals such as making transactions via Electronic Services system to make a payment of any debt relating to gamble, weapon trade, or supporting terrorism.

4.11 The information provided by the Bank to the Applicant via electronic channel, whether such information is cheque status, insufficient amount in deposit account to make payment of cheque, foreign exchange rate, interest rate, investment information or any other information, is a preliminary information only.

4.12 The Applicant agrees that the Bank shall have the right to add, amend or modify the terms and conditions for the use of the services, including fees, service charges and/or expenses in relation to the use of each type of Electronic Services provided by the Bank through the Bank's system at any time as the Bank may deem appropriate and the Applicant agrees to be bound by such added, amended or modified terms and conditions, fees, service charges and/or expenses in all respects, provided that the Bank will inform the Applicant and/or by announcement at the Bank's office or branch

and/or on the Bank's website and/or notification in writing to the Applicant and/or by any other means as the Bank may deem appropriate 30 days in advance upon such addition, amendment or modification take effect. If such addition, amendment or modification results in the Applicant being incurred expenses or increased liabilities, if the Bank does not receive the objection in writing within 30 days from the date specified in the announcement, the Bank's website and/or written notification, it shall be deemed that the Applicant agrees and accepts with such addition, amendment or modification.

4.13 The Applicant agrees to be bound by and comply with regulations, terms and conditions including user guide and documents explaining procedures to use the Electronic Services prescribed by the Bank, which the Applicant has received or shall be deemed to have received of such documents on the execution date of this Application, including those to be further prescribed, added, amended or modified which shall form an integral part of this terms and conditions.

5. Dealing with Error

If the Applicant is aware of any error in using the Electronic Services, the Applicant shall promptly notify the Bank by contacting SCB Call Center at Tel. 02-777-7777, providing at least the following information; date and time of transaction execution, place of terminal machine is located, account number and/or credit account number (if any) of the Applicant and related persons, transaction types, credited or debited amount and any information relating to the erroneous transaction as prescribed by the Bank. In this regard, the Bank and the Applicant shall cooperate in investigating and examining the facts and causes of error, and the Bank will rectify such error. The Bank shall inform the result to the Applicant by means and channels which the Bank deems appropriate such as telephone, mail, email or any other means or channels prescribed by the Bank.

6. The Bank's Liability and the Limitation of Liability

6.1 Any acts and things performed by the Bank pursuant to this terms and conditions, information provided by the Applicant to the Bank, a request made by the Applicant and/or any terms and conditions for the use of services which are currently existing or hereafter to be further prescribed shall bind the Applicant in all respects and the Bank shall not be responsible for any losses and damages incurred to the Applicant, the beneficiary and/or any other persons, save that

(1) In case of the Bank intentionally or with gross negligence fails to comply with the Application, fund transfer instruction, bill payment instruction, fund transfer cancellation instruction, payment cancellation instruction and/or seize or suspension instruction of Personal Security Code or Equipment for Transaction Execution resulting in occurrence of transfer transaction through the Bank's system, provided that the Applicant shall correctly deliver the Application and/or correctly request for suspension of transfer or payment and/or correctly request for seize or suspension of Personal Security Code or Equipment for Transaction Execution pursuant to the terms, conditions and means under this terms and conditions; or

(2) In case of the occurrence of the Fund Transfer Transaction or the Bill Payment Transaction through the Bank's Electronic Services system before the Bank had delivered the Personal Security Code and/or the Equipment for Transaction Execution to the Applicant; or

(3) In case of the occurrence of the Fund Transfer Transaction or the Bill Payment Transaction through the Bank's Electronic Services system is fraudulent and without the Applicant's fault.

6.2 In case the Bank provides the services or does not provide the services to the Applicant, if there is any of the following events occurred, the Applicant agrees that the Bank shall not have to be liable to the Applicant and/or any persons in all respects:

(1) There is insufficient amount in the Applicant's Account or the Applicant's credit line has been suspended.

(2) The fund transfer and/or payment resulting in the excess of the credit line limit as agreed upon by and between the Applicant and the Bank.

(3) The Applicant is involved in any proceedings or petitions.

(4) The Bank notified the Applicant of any temporary interruption of the fund transfer and/or payment and/or provision of services before or during the Fund Transfer Transaction, the Bill Payment Transaction and/or the use of services.

(5) The Applicant fails to comply or breaches any terms and conditions or agreement between the Applicant and the Bank.

(6) Any of Force Majeure events occur.

7. Suspension and/or Termination

7.1 The Bank shall have the right to deny, temporarily suspend or cancel providing any and all types of the Electronic Services at any time by giving the 15 days prior notice to the Applicant. If the Bank deems that it is illegal or contrary to public order or good morals to provide services or to proceed transactions or the Bank is reasonably believed that there is any use of service or execution of transaction in the robotic manner or any abuse or wrongful use of services or there is a necessary occurrence of any event for which a prior written notice may not be given, the Bank will promptly notify the Applicant.

7.2 The Applicant may terminate or cancel the use of any type of services by providing the Bank the 15 days written notice or submitting such notice through other channels prescribed by the Bank. In this regard, the Bank shall always be entitled to charge any fees, service charges or expenses in relation to the use of Electronic Services by debiting from the Applicant's Account until such termination or cancellation takes effect pursuant to this terms and conditions.

8. Collection, Use and Disclosure of Data

8.1 The Bank may record any communications between the Applicant and the Bank and/or store, record and/or process information relating to the Applicant and/or transaction and/or any acts in connection with the use of services of the Applicant for the benefit of enhancement and providing of the Bank's services. The Applicant agrees that the Bank shall have the right to use such record and/or information as an evidence against the Applicant under the laws without any dispute. Nonetheless, it is not the Bank's duties to record or keep such records and/or information.

8.2 The Bank will send and/or disclosed data, which cannot identify the identity of the Applicant (data that is not first-name, last-name, identification number or any other data which can identify the Applicant), to Google, the Google group company and/or juristic persons or any other persons which are the Bank's partner of contract or having the relationship with the Bank either in Thailand or other countries for the purpose of information/data analysis. The Applicant is able to study the details of the procedure of sending and/or disclosing information to Google including the information/data analysis of Google at www.google.com/policies/privacy/partners/ or any other URL specified by Google under the subject of "How Google uses data when you use our partner's sites or apps".

8.3 The Applicant gives consent to the Bank to collect and use personal data, biometric information (such as fingerprints, face recognition, etc.), financial information, transaction execution information, investment and all types of asset information, and/or any other information in relation to the Applicant that the Applicant has given to the Bank or the Bank has received or accessed from any other source for the purpose of providing total asset reports; proceeding any acts in relation to the credit facility procedures; data analysis; managing the Bank's business; offering, giving, using and/or improving any services or products of the Bank, any services or products of any other person for which the Bank is distributor or agent or having a relationship with the Bank and/or any services or products of any other person; and/or for examination of transactions that may arise as a result of fraudulent or suspicious transactions; and/or for any other purposes that are not prohibited by laws; and/or for complying with the laws and regulations of any countries which govern the Bank. The Applicant gives consent to the Bank to deliver, transfer and/or disclose such information to companies in the Bank's financial business group (currently (1) SCB Asset Management Company Limited, (2) SCB Securities Company Limited, (3) SCB Protect Company Limited, (4) SCB Abacus Company Limited, (5) Digital Ventures Company Limited, (6) SCB-Julius Baer Securities Company Limited, (7) SCB 10X Company Limited and (8) Monix Company Limited), auditors, external auditors of the Bank, financial institutions, governmental authorities, assignees, business partners, juristic persons or any other persons which are the Bank's partners of contract or having a relationship with the Bank, and/or cloud computing service providers, either in Thailand or other countries, for the purpose of providing total asset reports; proceeding any acts in relation to the credit facility procedures; data analysis; giving, using and/or improving any services or products of the Bank or any services or products of such persons; and/or offering any services or products of the Bank; and/or for any other purposes that are not prohibited by laws. Furthermore, the Applicant gives consent to companies in the Bank's financial business group to disclose personal data, biometric information (such as fingerprints, face recognition, etc.), financial information, transaction execution information, investment and all types of asset information, and/or any other information in relation to the Applicant, to the Bank for the purpose of providing total asset reports; proceeding any acts in relation to the credit facility procedures; data analysis; managing the Bank's business; offering, giving, using and/or improving any services or products of the Bank, any services or products of any other person for which the Bank is distributor or agent or having a relationship with the Bank and/or any services or products of any other person; and/or for any other purposes that are not prohibited by laws. In this regard, this consent will remain in effect even though the Applicant no longer executes transactions with the Bank. (This provision shall be cancelled upon the effectiveness of Personal Data Protection Act B.E.2562 in relation to the collection, use and disclosure of personal data).

8.4 For the use of the Bank's service, the Bank will collect, use and disclose the Applicant's personal data and/or any other person's personal data provided by the Applicant 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 Applicant 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 Applicant by announcing on such website and/or any other channels prescribed by the Bank. In addition, in the event that the Applicant has given any personal data of any other person, the Applicant shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice.

8.5 For the benefit of the Applicant, 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 Applicant may cancel or reject the delivery of such commercial information pursuant to the channel prescribed by the Bank.

9. Contact Details and Notices

9.1 The Applicant agrees that the Applicant shall be able to designate only one telephone number and one E-mail address to be used as the channels of sending – receiving information with the Bank or for the use of each type of Electronic Services.

9.2 The Applicant shall immediately notify the Bank in writing at the Bank's branch or other channels prescribed by the Bank if the Applicant changes address, telephone number, facsimile number or E-mail address from previously specified in the Application or Forms for Change of Information in respect of the Use of the Service (if any).

9.3 Any documents or notices submitted or delivered by the Bank to the Applicant or the contact person (if any) in accordance with to the address, office address and/or E-mail address specified in the Application or Forms for Change of Information in respect of the Use of the Services (if any) shall be deemed duly receipt by the Applicant and it shall be deemed that the Applicant shall have been duly acknowledged the content contained therein.

10. Governing Law

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