

## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR TMRW

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## SECTION A

### General, Interpretations and Definitions

1.1 By applying for or using any Account, Card or Service, you are deemed to have read, understood and accepted all of the terms and conditions set out herein, as may be amended, modified or supplemented from time to time (these “General Terms”). These General Terms apply to any Account, Card or Service which we provide, and each time you use any of them. These General Terms supplement and are to be read together with:

- (a) the terms and conditions governing the specific Account, Card or Service offered by us alone or by us together with third parties (“Specific Terms”); and
- (b) the terms and conditions of any other document or agreement governing your relationship with us (“Other General Terms”),

each as may be amended, modified or supplemented from time to time (together, the “Other Terms”).

1.2 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in the first mentioned document shall prevail over the second mentioned document:

- (a) the Specific Terms;
- (b) these General Terms;
- (c) the Other General Terms.

1.3 General construction and interpretation

- (a) Our discretion: whenever we are required to act, make a determination or exercise judgment in any other way, we may do so in our sole and absolute discretion.
- (b) When we act or refuse to act: on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by Applicable Law.
- (c) Timing: if we receive any instruction on a non-Business Day or after the specified clearance or cut-off times, we may treat the instruction as received on and may only carry out that instruction on the next Business Day.
- (d) Words importing a singular number includes the plural number and vice versa.
- (e) Words importing the masculine gender includes the feminine or neuter gender.
- (f) Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these General Terms.
- (g) Any phrase introduced by the terms “other”, “including”, “include”, and “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### Terms of Use and Instructions

2.1 Unless otherwise accepted by us and subject to the terms and conditions of such acceptance, you acknowledge and agree that all of your instructions must be given through Digital Services; and that instructions once given to us are irrevocable and binding on you; and you shall not dispute any instruction so given.

2.2 You are responsible for accuracy and completeness of all instructions and shall ensure that all instructions are given in the manner specified by us and in compliance with the Applicable Laws and that your Account has sufficient funds for us to carry out any instruction and you must follow our instructions in connection with the

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- 2.3 We can disregard any instruction or refuse to provide or allow you to use any Account, Card or Service if:
- (a) we are of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear, conflicting, fraudulent or not given in a manner specified by us;
  - (b) it is unreasonable and impracticable to do so;
  - (c) it is against our business practice or any internal policy or procedure;
  - (d) it is against any Applicable Law (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, the United Nations and the European Union);
  - (e) it results in an Account being overdrawn or exceeding the daily transfer limit or category limit on the Account or the transaction limit for any Account, Card or Service being exceeded;
  - (f) if a minimum balance requirement applies to the Account and the instruction would cause the Account balance to fall below that minimum balance; or
  - (g) circumstances beyond our control prevent your instructions from being carried out; or you have not provided us with all documents, verification and information we require.
- 2.4 We do not guarantee that (i) an instruction will be carried out within a particular timeframe or in any particular order, (ii) there will be no time lag between the time you provide an instruction and the time the instruction is carried out by us, or (iii) an instruction will be completely secure. The risk of fraud, misunderstanding, error, or delay in the instructions given to us are entirely at your own risk.
- 2.5 We may:
- (a) act on any instruction we believe in good faith has been given by you;
  - (b) act on incomplete, unclear, conflicting or multiple instructions if we reasonably believe we can correct the information or determine the order of acting without referring to you;
  - (c) require the use of Access Procedures for certain types of transactions and may, from time to time, specify additional conditions or change or implement new security procedures for accepting instructions;
  - (d) cancel, refuse, or reverse any action taken on the basis of an instruction, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the Account as overdrawn or exceeding its limits, if:
    - (i) we need to correct any error or omission;
    - (ii) we are required to return funds to the payer or drawer;
    - (iii) we have not received cleared and unconditional funds in full or in time;
    - (iv) our internal checks indicate that the instruction was not from you; or
    - (v) we have reasonable grounds to do so for any other reason whatsoever or if we deem that action to be necessary, desirable or appropriate; and
  - (e) agree to the variation or cancellation of any prior instruction on conditions we require. We will try to stop a transaction when instructed but we will not be responsible for any Loss you incur if we cannot do so.
- 2.6 You agree that where any person uses the Access Procedures to use or access the Services or issue instructions through the Services or where the signature or the authorisation on the face of an instruction appears to be similar to the signature or the authorisation in the operating mandate:
- (a) we shall regard that person to be you;
  - (b) any use or access of the Services shall be deemed to be used or accessed by you; and
  - (c) any instructions shall be deemed to be instructions that were validly issued and authorised by you and shall be valid, binding and enforceable on you.

Accordingly, we may act on such instructions or allow any such person to use or access the Services without performing any check on such person's identity, the authenticity of any person's instructions or any person's authority to use or access the Services.

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### Communications

- 2.7 If you become bankrupt, lack capacity, or pass away, we may freeze or suspend operations on any Account, Card or Service, not act on any instrument presented or any instructions received, and refuse access to the funds in the Account or to any Card or Service without being responsible for any Loss thereby incurred by you, your successors or anyone else until we receive, to our satisfaction, evidence of the person(s) who have the legal authority to operate the Account, Card or Service.
- 2.8 You must give us instructions when you want to change or cancel the operating mandate or when you want to change any signature. We are entitled to a reasonable period to process the change or cancellation. Any such instruction submitted to us will be effective only upon our written confirmation to you that your instructions have been accepted by us.
- 2.9 We may honour, for a payment, all instructions given and instruments signed in accordance with the previous operating mandate if these instructions and instruments are dated before, but presented after, we have received and accepted your instruction in accordance with section 2.8 above.
- 3.1 If there is any change in your particulars or contact details, you must notify us by such mode or method specified by us.
- 3.2 Notices, information, documents and communications will be sent in the manner we deem appropriate via the Digital Service and in accordance with the Applicable Laws (including through Push Notifications sent to your Equipment (whether or not you are logged into the Digital Service), or notifications / information feeds in the App; or sent to your last known address, phone number or email address in our records; or through the display of notices at our branches, our ATMs, or our websites; or via the statement of accounts we send to you; or via a daily newspaper, radio or television broadcasts; or via Third Party Links.
- 3.3 You shall take all steps necessary to allow Digital Services to send Push Notifications to your Equipment and send notifications via the App; including enabling Push Notifications and ensuring the App is accessible to you. You acknowledge that if you do not take such steps, you may not receive such notifications.
- 3.4 You agree that unless otherwise expressly provided in writing, any notices, information, documents and communications sent by us to you will be deemed effective or received by you:
- (a) if sent by post to an address within Thailand, the following Business Day after posting;
  - (b) if sent by post to an address outside Thailand, five Business Days after posting;
  - (c) if sent by fax, electronic mail, SMS or via the Digital Services, at the time and date it is despatched from our Equipment to you;
  - (d) if sent by hand, at the time of delivery;
  - (e) if displayed at our branches, on our ATMs, or posted on our website or Third Party Links, on the date of display or posting;
  - (f) if advertised in the newspaper, on the date of advertisement; and
  - (g) if broadcast via radio or television, on the date of broadcast.
- 3.5 We shall not be responsible for notices, information, documents and communications after they are sent. You remain responsible for all actions taken based on such notices, information, documents and communications.
- 3.6 Your communications and notifications to us through the Digital Services are effective when actually received by us in a legible form.
- 3.7 You must not use email to send us any communication and notification in connection with your Accounts, Cards, or Services.

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### Statements and Records

#### Statements generally

- 4.1 We may issue statements or confirmation advices for your Accounts periodically, in any form as prescribed by us, and by any mode of delivery as we may determine. If there is no activity in the Account, we may not issue any statement.
- 4.2 If we issue consolidated statements, no separate statements will be issued separately for each Accounts or Cards.
- 4.3 You must:
- (a) carefully check each entry in the statement of account and confirmation advice for accuracy as soon as you receive it;
  - (b) promptly report to us any irregularity, discrepancy, inaccurate or incorrect omission or entry, error, or unauthorised transaction; and
  - (c) report to us as soon as possible if you do not receive or are unable to access any statement or confirmation advice that is due to you.

#### Electronic statements

- 4.4 Where we issue statements and confirmation advices in electronic form (collectively, the “Electronic Statements”), you agree that:
- (a) Electronic Statements may be made available to you through the Digital Services, by email, or by any other methods as we may determine;
  - (b) you shall provide your email address or mobile number of which you are the registered or authorised user or such other information we request to make the Electronic Statements available to you;
  - (c) we can continue to make available the Electronic Statements through the Digital Services or such other channels as we may designate from time to time even if the email address or mobile number in our latest records is invalid; and
  - (d) notwithstanding that Electronic Statements are issued, we may also issue printed copies of the statements and confirmation advices to your last known mailing address in our records.

#### Records of transactions

- 4.5 The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice, as transactions completed after cut-off times or on non-Business Days may be processed at a later date.
- 4.6 We may destroy, erase or stop maintaining any record (whether in paper, electronic, data or other form) after such time as permitted by Applicable Law.
- 4.7 Nothing in this section shall prevent us from rectifying any errors or omissions in any statement or confirmation advice and any such amended statement or confirmation advice shall be binding on you.

#### Conclusiveness of records

- 4.8 Any recording or note made by us of any instruction shall be final, conclusive and irrefutable evidence of that instruction.
- 4.9 Any document relating to any Card Transaction bearing your signature shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by you.
- 4.10 You agree that, absent manifest error:
- (a) all instructions, acknowledgments and agreements (including data, images, records and documents containing those instructions, acknowledgments and agreements) in electronic form (collectively, “Electronic Records”) are final, conclusive, binding, and irrefutable evidence of the instructions, acknowledgments and agreements; and
  - (b) our records in any form (including Electronic Records) and any certificate (including any statement, report or communication) we issue, or decision we make, about a matter or an amount payable, are conclusive, final, and binding.

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### Representations and Warranties

- 5.1 You represent and warrant, at all times, that:
- (a) you have full legal capacity and authority to open, maintain and operate all Accounts, Cards and Services you have with us, and to give us all instructions in connection with the foregoing, and to comply with your obligations under these General Terms;
  - (b) you have the power and have obtained all authorisations, consents, licences, or approvals necessary to agree to these General Terms, and you will ensure the same are maintained in full force and effect;
  - (c) your obligations under these General Terms are valid, binding and enforceable and will not breach any agreement, authorisations, consents, licences, or approvals or Applicable Law;
  - (d) you will not use any Account, Card or Service in a manner which would contravene any Applicable Laws, these General Terms, or such other guidelines or requirements as the Bank may otherwise specify;
  - (e) you are acting for your own account and all Accounts and Cards belong to you as principal and not as trustee, agent, or nominee. In this regard, you also acknowledge that we do not have to recognise any person other than you as having any interest in the Account or Card, and you agree that you shall use the same signature for all Accounts, Cards or Services;
  - (f) you have not withheld any information, and all information you provide to us is true, accurate and complete and if there is a change in the information provided, you will report the change as soon as possible to us;
  - (g) you will not
    - (i) offer, promise or give; or
    - (ii) agree to receive or accept, any bribe;
  - (h) you will comply with all Applicable Laws in all jurisdictions that apply to you including reporting your worldwide income to any applicable tax authority;
  - (i) you do not have immunity from jurisdiction of any court or from legal process;
  - (j) you accept the risks in connection with the use of the Services; and
  - (k) you will provide us with any assistance, information, or documents that we may need from time to time (whether for us to comply with our obligations under all Applicable Laws, to act on your instructions, for the operation of the Account, Card or Service, or otherwise).

- 5.2 We make no representation, warranty, or undertaking of any kind, whether express or implied, statutory or otherwise:
- (a) as to the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any notices, information, documents and communications, in any form, transmitted via our Services, through e-mail or by SMS;
  - (b) that the Biometric Access Service will meet your requirements, or will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time;
  - (c) as to the security of the Unique Biometric Identifier authentication function of any Equipment and whether it works in the way that the manufacturer of the device represents; and
  - (d) that the functions contained in, or services performed or provided by, the Services will meet your requirements, that the operation or availability of the Services will be uninterrupted or error-free, or that the Services will be free from errors or defects.

### Security Procedures and Responsibilities

#### Use of Access Procedures

- 6.1 We may issue to you a Password in any combination of letters, numerals and characters.
- 6.2 We may deactivate or revoke the use of any Access Procedure. In such case, we will notify you before such deactivation or revocation.

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### Required security precautions

- 6.3 You shall:
- (a) take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorised use of your Account, Card, or Digital Services;
  - (b) keep your Password confidential at all times, and not allow anyone (without exception) to use your Password, as you are responsible for all transactions undertaken with your Password;
  - (c) not use the Card after the Account is closed or after we tell you that the Card has been cancelled or that we have withdrawn the use of the Card;
  - (d) cooperate with us in any investigation or court proceeding, including permitting us or any supervisory or regulatory body to have access to your Equipment as we or the supervisory or regulatory body may request, and you shall co operate in answering any of their queries in relation to any aspect of the Digital Services;
  - (e) promptly, upon our request, cut the Card in half or return the Card to us, and, for Cards in electronic form, remove such Cards from your Mobile Wallet in any and all Equipment you had the Card installed on; and
  - (f) except as and when so required by us in section 6.3 (e) above, ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.

- 6.4 You must make a report to us as soon as possible when you:
- (a) suspect or become aware that your Card, Equipment, Password is lost, stolen, misused or tampered with;
  - (b) suspect or become aware that a third party is aware of your Password; or
  - (c) suspect or become aware that there has been unauthorised access to or use of your Card, Account, Equipment, Password.

- 6.5 If you inform us that the security of your Password (including your Unique Biometric Identifier) has been compromised, we may require you to change the Password, re-register your Unique Biometric Identifier or cease the use of the Biometric Access Services.

### Payment Responsibilities

- 7.1 You are responsible for:
- (a) making all payments under these General Terms and Other Terms, including any bank charges, commissions, administrative charges, interest and fees charged by any party in connection with your use of the Account or any Service; and for handling garnishee orders, injunctions or other court orders, judgment or proceedings relating to your Account or the monies in the Account;
  - (b) ensuring that payments you make are in immediately available funds and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings, you must ensure that the amount we receive is equal to the amount payable in the absence of the deduction or withholding;
  - (c) paying all taxes (including all goods and services tax) imposed on or payable in respect of any amount incurred on or debited to the Account, and we are entitled to debit the amount of such tax(es) from the Account. You must reimburse us if we are required by law to collect and make payment in respect of such taxes;
  - (d) paying the interest (at a rate we determine and inform you in accordance with the Applicable Laws) specified on:
    - (i) all service charges;
    - (ii) the unutilised amount of any credit facility granted by us;
    - (iii) other sums due and payable to us; and
    - (iv) all Loss suffered or incurred by us for taking action to safeguard our position under these Terms;
  - (e) ensuring that all payments to us are received by us on the due date in full and in the currency in which they are due.

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- 7.2 You must make payment of either the amount of minimum payment sum (the “minimum sum”) or the full outstanding amount specified in your Card statement by the specified due date (“Due Date”). Otherwise:
- (a) the amount of the minimum sum that remains unpaid will be added to the amount of the following month’s minimum sum;
  - (b) you will be liable to pay late payment charges and interest on the unpaid amount; and
  - (c) we may suspend the use of any one or all Cards.
- 7.3 If we have only received the minimum sum by the Due Date, you must pay interest on any amount remaining unpaid.
- 7.4 Please see TMRW Fees and Charges for details on the applicable charges and interest. Notwithstanding any term in these General Terms, we may demand from you at any time an immediate repayment of any amount you owe us.

### Application of Payments

- 7.5 We may apply payments received by us in any order of priority and in any manner we think fit.
- 7.6 If there is any credit balance on the Account, we may, without prejudice to other rights we have, pay for all or any part of such credit balance:
- (a) to you by such mode as we may decide (including by way of cashier’s order, or funds transfer to any of your banking account(s) with us); or
  - (b) to your executor(s) or administrator(s) in the event of your death, and shall not be obligated to enquire about the beneficial rights to such funds.

### Amendments / Variation

- 8.1 We may amend or supplement these General Terms from time to time by notifying you in accordance with our usual practice and the Applicable Laws. The amended or supplemented General Terms will be effective from the date specified in the notice.
- 8.2 If you do not accept the supplement or amendment to these General Terms, you must stop using the Account, Card, and Services and, as soon as possible, close the Account and terminate the Card. If you continue to use the Account, Card, or Service after the supplement and amendment takes effect, you are deemed to have accepted the change or addition without reservation.
- 8.3 We may at any time:
- (a) change the operating hours or the time period during which any Account, Card or Service may be available;
  - (b) set or change the frequency or manner of use of any Account, Card or Service;
  - (c) limit, cancel or suspend the operations or use of any Account, Card or Service; and
  - (d) refuse to re-issue, renew or replace the Card,
- And where any of the events specified in (a) to (d) above occurs, we will notify you as required by the Applicable Laws.
- 8.4 We do not guarantee that the Accounts, Cards, and Services will always be available and uninterrupted.
- 8.5 We reserve the right to reject any application for any of the Accounts, Cards, or Services, without assigning any reason whatsoever.
- 8.6 We are not liable for any Loss, if we limit, cancel, or suspend the operations or the use of any Account, Card, Service, or Mobile Wallet, due to:
- (a) any force majeure or cause beyond our control;
  - (b) the unavailability of or inaccessibility to your records, the Accounts, Cards, or Services; or
  - (c) any other reason we believe is necessary, desirable or appropriate.



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### Our Rights of Debit / Security and Set Off

- 8.7 If we provide and you use any new, additional or enhanced Account, Card, Service, or product, the terms and conditions governing the new, additional or enhanced Account, Card, Service, or product will be binding on you.

#### Debit your Account

- 9.1 Without prejudice to any other rights we may have, we may debit your Account for all sums due and owing to us even if you incur a Loss in interest earnings or a reduction in the original principal amount due to bank charges or adverse exchange rate movements.

#### Right of Set-Off

- 9.2 Without limitation to any other rights we have and to the fullest extent permissible under the Applicable Laws, we may, without your prior consent and without prior notice to you, combine or consolidate any number of your Accounts in Thailand or overseas (whether held alone or jointly, or under any style, name or form including trade names of sole-proprietorships), set off your monies or credit balances (whether matured or not) in these accounts against your Liabilities.
- 9.3 You must resolve any complaint against a Payee Corporation with them directly and no claim against the Payee Corporation may be set off or claimed against us.
- 9.4 If there is a dispute with any Payee Corporation in respect of a payment, a refund for the transaction will be made to you only after the Payee Corporation has refunded the payment to us.

### Intellectual Property Rights

- 10.1 The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos and all other intellectual property rights in the Accounts, Cards, Services, and their respective contents; including improvements, developments, ideas, concepts, know-how or techniques in connection with the Digital Services; and functions, systems, and applications in the Digital Services (collectively, "Intellectual Property") (except for information pertinent to your Account(s) or information personal to you in your capacity as our customer), are solely owned by us or licensed for use by us. You must not use or reproduce the Intellectual Property.
- 10.2 Subject to these General Terms, the Bank grants you, for the duration of the General Terms, a personal, limited, revocable, non-transferable and non-exclusive licence to enable access and use the Digital Services on any Equipment used by you. You may not sub-license this licence or any other right granted under the General Terms.
- 10.3 No part of the Accounts, Cards, Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without our prior written consent. You shall not reverse engineer or attempt to extract the source code of the software provided to you by us in connection with the Digital Services without our prior written permission.
- 10.4 The Digital Services may include software that is licensed by third parties ("Third Party Licensors"). You shall not use the Digital Services in a manner which infringes the rights of the Third Party Licensors in any way. You will be liable if your use of the Digital Services infringes upon the rights of the Third Party Licensors.

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### Fees / Charges / Default Interest

- 11.1 The fees and charges payable by you will be determined by us and may change from time to time. Any change in the amount of fees or charges payable will be notified to you in accordance with our usual practice and the Applicable Laws.
- 11.2 There will be no refund of any fees or charges payable upon the termination of the Account, Card or Service.
- 11.3 We are entitled to debit the Account at any time for any fees or charges due and owing by you to us even if the Account would be overdrawn as a result.
- 11.4 Default interest will be calculated in accordance with our usual practice and will be payable before and after judgment. To the extent permissible under the Applicable Laws, the amount of default interest will be added to the unpaid sums, and the total amount will bear interest until all the sums you owe us are paid in full.
- 11.5 Please see TMRW Fees and Charges for details of the applicable fees, charges, and default interest rates.

### Currency Conversion / Unavailability of Funds

- 12.1 We may convert one currency into another at our prevailing rate of exchange. This includes:
- (a) conversion of any credit balance in your Account or other amounts we may owe you to any other currency for the purpose of carrying out any instruction, crediting of any Account, assessing your Liabilities or enforcing our rights under these General Terms or under any Service or Account (including to effect any set-off or consolidation by us of the Accounts);
  - (b) conversion of any Account balance or any part thereof (and if we choose, together with the interest accrued on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we repay you the same in such currency, it will be in full and we will completely be discharged of our obligations; or
  - (c) conversion of any sum received by us (whether for credit into any Account or in payment of any Liabilities) in any currency into the currency of the Account or the currency in which payment is to be made.
- 12.2 We are not liable for any Loss or risks arising from any currency conversion; any decrease in the value of funds due to tax, depreciation, and/or fluctuation in exchange rates; or unavailability of the funds or currency you require. In case that any of the said event occurs, we may recover from you any Costs incurred.

### Exclusion of Liability

#### General

- 13.1 To the fullest extent as permissible under the Applicable Laws, we are not liable for any and all Loss you may suffer in connection with the Accounts, Cards or Services howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, provided that we will be liable for your direct Loss only to the extent such Loss is caused directly by our fraud, gross negligence or wilful misconduct.
- 13.2 Your access and use of the Digital Services is at your sole risk. To the fullest extent permitted by Applicable Law, the Digital Services are provided to you “as is” and “as available” basis. We disclaim all warranties and conditions (either express, implied or statutory) relating to the Digital Services, including its merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, availability, freedom from Malware, and non-infringement of third party rights.

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### **No Warranty on Links, Agents, Third Party Services or Disputes**

- 13.3 We may provide links to Third Party Links. However, this does not mean that we guarantee the contents of the Third Party Links, endorse the products or services offered, or have verified any information contained in the Third Party Links. Access to and the use of such Third Party Links is at your own risk and subject to the terms and conditions applicable to such access or use.
- 13.4 We may make use of agents, consultants, sub-contractors and third parties to provide the Digital Services (including any notices, information, documents and communications in connection with it); or provide banking services.
- 13.5 Certain Cards give you access to services provided by third parties. You are responsible for the cost of all medical, legal or other services provided by these third parties. You acknowledge that third party services are provided on a best-effort basis and that these services may not always be available for reasons such as time, distance or location. Neither we nor the third party service provider, or the party paying for these third party services (for example, Visa International Service Association or Mastercard International Incorporated), is liable to you for any Loss in connection with the services provided.

### **No Advisory Duty**

- 13.6 The contents made available through the Digital Services are provided for general information only and should not be used as a basis for making any specific investment, business, or commercial decision. Unless we expressly agree in writing, we do not assume any advisory, fiduciary, or other similar duties to you. We assume and will rely on the assumption that you have taken the necessary independent legal, tax, financial, and other advice in relation to any Account, Card, Service, or transaction.

### **Liability for Lost or Stolen Cards / Disclosure of Password**

- 13.7 If your Card is lost or stolen, or if your Password is disclosed without your authorisation, you will remain liable for all unauthorised transactions effected after such loss, theft or disclosure, unless you:
- immediately notify us of the loss or theft of the Card or disclosure of the Password;
  - take all reasonable steps to help recover or stop the use of the Card;
  - provide us with any documents we require (e.g. police report or statutory declaration); and
  - have established to our satisfaction that you have not, by your acts or omissions (directly or indirectly), caused or contributed to the occurrence of the loss, theft or disclosure of the Password.
- 13.8 You will remain responsible for all transactions on your Account and Card which were effected before the loss or theft of your Card or unauthorised disclosure of your Password, but only presented to us for payment after we have received your notification of such loss, theft or disclosure.
- 13.9 You are responsible for notifying any Payee Corporations with whom there are standing payment arrangements on your Card or Account. If you do not notify the Payee Corporations, and the standing payment arrangements are not terminated, we may debit the amounts from any of your other Accounts.

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### Indemnity

- 14 You agree to indemnify us and all our servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) in connection with:
- (a) your use of or any instruction you give us for any Account, Card, Service or transaction;
  - (b) us acting on or carrying out or delaying or refusing to act on any instruction you or an Authorised Person gives us;
  - (c) searches and enquiries we make in connection with you;
  - (d) the provision of any Service to you and the performance of our functions as your banker;
  - (e) the preservation or enforcement of our rights as a result of your non-compliance with any of these General Terms or the Other Terms;
  - (f) any action, court orders, judgments and proceedings of whatever nature (whether taken by us or any other party against you or otherwise) relating to the Account, Cards, Services or the monies in the Account;
  - (g) our compliance with any existing or future law or regulation;
  - (h) taxes payable by us in connection with your Account, Card or Services; or
  - (i) any increased cost in our funding if there is a change in law or circumstances.

### Termination By Either Party

- 15.1 Either you or we may end our mutual banking relationship by giving each other prior notice in writing in accordance with these General Terms.
- 15.2 Termination does not affect any of your or our pre-existing rights and obligations.
- 15.3. We may also close and terminate any one or all Accounts, Cards, and Services without prior notice to you, if:
- (a) you do not follow our instructions in connection with the Accounts, Cards and Services or if in our opinion you do not comply with any Applicable Law;
  - (b) in our opinion, an Account, Card or any Service is not operated in a proper or regular manner or is inactive or dormant;
  - (c) in our opinion, a banking relationship is no longer appropriate;
  - (d) you threaten to breach or you have breached any Term, or any other term or agreement between us;
  - (e) you have given us untrue, inaccurate, incomplete or misleading information;
  - (f) you do not pay on time any amount due to us;
  - (g) you pass away or become incapacitated;
  - (h) you become insolvent or bankrupt;
  - (i) any legal action or order is taken or enforced against you, or you have been convicted of a crime, or you have acted inappropriately;
  - (j) any thing happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with these General Terms; or
  - (k) you or we would otherwise breach any law or any agreement with a third party.
- 15.4 Upon the termination or closure of the Account or Card, or revocation of the Service, you must:
- (a) not use the Account, Card, or Service;
  - (b) pay all fees, Costs and amounts accrued to date;
  - (c) return as soon as possible to us any property belonging to us;
  - (d) reimburse us for any transactions we make based on your instructions after closure/termination of the Account or Card, or revocation of the Service; and
  - (e) notify any Payee Corporations with whom there are standing payment arrangements on your Card or Account. If the Payee Corporations continue to be paid, we may debit the amounts paid to your other Accounts.
- 15.5 Your responsibility to pay all fees, Costs and amounts survives the termination of these General Terms.

## SECTION A

### Miscellaneous

- 15.6 If we close or terminate any Account or Card, or revoke any Service, we may discharge any payment obligation we have to you by paying you in any manner we select.

#### Waiver and Impairment

- 16.1 Our rights under these General Terms or the Other Terms are not waived or affected by any delay in exercising those rights. Any partial exercise of our rights does not prevent us from exercising further rights or remedies.
- 16.2 These General Terms may be enforced in any country even if it is invalid or unenforceable in another country.

#### Assignment

- 16.3 These General Terms are binding on you and us and on our successors or assignees.
- 16.4 You cannot assign your rights and obligations under these General Terms.
- 16.5 We will obtain your consent prior to assigning our obligations under these General Terms, and you agree that such consent shall not be unreasonably withheld.

#### Applicable Law and Dispute Resolution

- 16.6 These General Terms are governed by and will be interpreted according to the laws of Thailand.
- 16.7 Any dispute arising out of or in connection with these General Terms or the Other Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Thailand.

#### Actions Against Financial Crime

- 16.8. We shall be entitled to take all actions we consider appropriate:
- (a) if you initiate, engage in or effect any transaction (directly or indirectly) in connection with fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion ("**Financial Crime**"); or
  - (b) if you are or become, or are or become associated with, or any asset is or becomes associated with, an individual and/or entity named in any list (including the Specially Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, antiterrorism or other related or similar programs enforced and administered by the relevant regulatory authorities or bodies, whether in Singapore or elsewhere ("**Sanctions Compliance**").
- 16.9. Arising from any concerns that we have relating to Financial Crime or Sanctions Compliance, we may, at our absolute discretion and without any notice to you:-
- (a) close all Accounts and terminate all Services you have with us;
  - (b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the Services;
  - (c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; and/or
  - (d) make reports and take such other actions as we may deem appropriate.

## SECTION A

### Miscellaneous

#### Thai Version to Prevail

- 16.10 You understand that the content, functions and features of the Digital Services and any communications will primarily be in the Thai language. We may, from time to time, provide you with a translation of all or any part of such content, function, feature, or communication into the English language solely for your reference only. In the event of any conflict or inconsistency between the English and Thai language versions, the Thai language version will prevail.

#### Severability

- 16.11 If any provision of these General Terms is found to be void, illegal, invalid or unenforceable, the other provisions of these General Terms will not be affected.

## SECTION B

### General Terms for Privilege Schemes

- 17.1 We may, from time to time, carry various schemes, campaigns, programmes, or promotions ("Privilege Schemes") on your Account, Card, or use of the Services; including on your use or purchase of products, goods or services from merchant establishments participating in these Privilege Schemes.
- 17.2 These sections apply to your participation in the Privilege Schemes.
- 17.3 To be eligible to participate in a Privilege Scheme, your Account and/or Card must be valid, in good standing and satisfactorily conducted, as determined by us.
- 17.4 Each Privilege Scheme is not valid with other offers, discounts, promotions, vouchers, coupons, privileges or other purchases of goods and services, unless otherwise stated.
- 17.5 Card Transactions which are cancelled or voided are not eligible for the Privilege Schemes.
- 17.6 We have the discretion to make decisions on all matters relating to the Privilege Schemes, including:
- (a) determining the Privilege Schemes, and the rewards, gifts, privileges, or benefits which may be granted thereunder ("Rewards");
  - (b) determining your eligibility for the Privilege Scheme;
  - (c) determining the duration of the Privilege Scheme, and when the Rewards should be given; and
  - (d) terminating, modifying, or changing the Privilege Schemes and the Rewards.
- 17.7 Unless otherwise stated, the Rewards are not transferable to any third party, are non-negotiable and not exchangeable for cash or other items.
- 17.8 If you are determined to be ineligible to participate in the Privilege Schemes, we are entitled to reclaim or forfeit any Reward given to you, including claiming the full retail value of the Reward from you.
- 17.9 We are not an agent of the merchant establishment participating in Privilege Schemes or the supplier of the Reward. Any dispute about the quality or service standard must be resolved directly with such merchant establishment and/or supplier. The merchant establishment and/or supplier may impose conditions upon the usage of and/or the granting of the Reward.

## SECTION B

### General Terms for Accounts

- 17.10. We will not be liable or responsible for:
- (a) any defect, quality, merchantability, the fitness or any other aspect of the Reward;
  - (b) the acts, omissions, products or services of the merchant establishment participating in Privilege Schemes or the supplier of the Reward; or
  - (c) losses arising in connection with the Privilege Schemes or redemption or usage of the Reward.

18.1 These sections apply to your use of the Account.

18.2 Different Accounts may have different requirements. We may change these requirements from time to time.

18.3 We may, by notice to you in writing, convert one type of Account into another type or close any Account.

#### Deposit Terms

18.4 A deposit includes any deposit made in cash, by cheque, telegraphic transfer or by any instrument which is placed with us by any means or through the use of any Service.

18.5 All deposits are subject to verification and must be placed in the mode or manner as we may require from time to time.

18.6 We may give immediate credit for cash, cheques, drafts and instruments deposited, provided always that: (a) the amount will not be available for withdrawal until it has been unconditionally received by us; and (b) cash deposited may not be drawn on until it is available.

18.7 We can refuse to accept a deposit at our absolute discretion without giving any reason.

18.8 If we agree to accept a deposit, you must reimburse us with the required amount and we may debit the Account:

- (a) if the actual amount received by us is less than the amount recorded as credited to the Account;
- (b) if the draft or other instrument to effect the deposit is dishonoured, counterfeit, altered and/or forged;
- (c) if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); or
- (d) if required by any Applicable Law.

18.9 If the amount recorded as deposited is different from the actual amount received, we may revise any document relating to the deposit including any deposit slip and your statements of account.

18.10 Deposit slips are not valid unless machine validated by us. Any receipt issued (including a machine validated deposit slip) cannot be used as evidence of title or receipt of the amounts stated on it.

18.11 Clearance times for different types of Accounts, cash or other instruments may vary. Deposits made after the specified cut-off times may not be processed until the following Business Day.

## SECTION C

- 18.12 We receive instruments solely as agents for collection therefore, we will not be responsible for any non-payment or Losses incurred in connection with the instrument.
- 18.13 If you request for a dishonoured cheque to be returned, you agree that we may (even though we are not obliged to do so) return it by any means we select at your risk and expense.
- 18.14 You must not deposit cash or bearer cheques into cheque collection boxes or machines. If a deposit is made this way, it is made at your own risk and we will not be responsible for any Losses incurred as a result.
- 18.15 No monies in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to anyone without our prior written consent.

### Withdrawal Terms

- 18.16 We may change or terminate any mode or manner of withdrawal for any Account and notify you of such change or termination, which shall be effective from the date specified in that notice to you.
- 18.17 We may refuse to act on any withdrawal instruction:
- (a) unless such withdrawal instruction is satisfactory to us; /or
  - (b) if there are insufficient funds in the Account or which would cause the Account to be overdrawn.
- 18.18 Monies in the Account may be withdrawn at the branch where the Account is maintained, or if we agree, at our other branches in the same jurisdiction as we may permit.
- 18.19 The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made, may vary. If withdrawals are made after the cut-off times we specify, they may not be processed until the following Business Day.
- 18.20 All withdrawals must be in Local Currency regardless of whether the Account is denominated in Local Currency or not. If we agree to permit a withdrawal in a Foreign Currency, that withdrawal will be subject to:
- (a) the availability of the Foreign Currency;
  - (b) the payment of applicable fees;
  - (c) the giving of any prior notice; and
  - (d) any other condition we may impose,
- and paid by means of cable payments, telegraphic or electronic transfer, or by issuing drafts of a bank selected by us, or in any other mode or manner we may decide in accordance with all Applicable Laws.
- 18.21 You must ensure that the Account you choose to debit a transaction involving foreign exchange has sufficient funds. If the funds are insufficient, we may close out the foreign exchange position and cancel the transaction. You must then bear the fees and any Losses (including foreign exchange losses and replacement costs) incurred in connection with the transaction and the cancellation.
- 18.22 You may apply to set up direct debit or regular or periodic payments if permitted for the Account. We may, by informing you in writing, cancel or stop the direct debit or regular or periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by you or if required by law.



## SECTION C

### Telegraphic Transfer

- 18.23 You may apply for a telegraphic transfer to be made only if:
- (a) we agree to your application;
  - (b) the minimum amount or maximum amount for telegraphic transfer is met; and
  - (c) you pay all fees required for the telegraphic transfer including fees for conversion of the currency into the currency of the destination country.
- 18.24 We will not refund any fees paid if we are unable to effect a telegraphic transfer unless the failure was solely and directly caused by us.

### Linking of Accounts

- 18.25 If you have more than one Account with us, we may link the Accounts (such Accounts being "Linked Accounts").
- 18.26 We may, from time to time in our sole discretion, determine the types of Accounts that are eligible for linking and set conditions for linking Accounts.
- 18.27 We may issue a consolidated statement reflecting transactions for all Linked Accounts on monthly or periodic basis, and not send any other statement for the Accounts individually.
- 18.28 You may access your Linked Account through the Services. However, your access to a Linked Account using the Services may be restricted in the manner we decide.
- 18.29 We may, at any time, de-link any Linked Account if we decide that such Account is no longer suitable to be linked.

### Interest

- 18.30 Interest may be payable on the credit balance of certain Accounts at a rate we determine.
- 18.31 We will not pay interest on an Account if any minimum balance requirement is not met.
- 18.32 Please see TMRW Fees and Charges for details of the applicable interest rates.

## SECTION D

### General Terms for Cards

- 19.1 These sections apply to your use of the Card.
- 19.2 At your request, we may allow a Card to be used with one or more Accounts.
- 19.3 After we have accepted your Card application, the Card and its Password will be delivered to you in any manner we determine at your risk. You must sign the Card immediately after receiving the Card. We are not responsible for the Card or the Password after we send it to you.
- 19.4 You must activate the Card before you can use it. You must follow the instructions provided in the mailer, through the Digital Service, or such other methods as we may prescribe, to activate the Card.

## SECTION D

19.5 You may digitise your Card in accordance with instructions provided to you via the Digital Services and enrol or store your Card electronically in the Mobile Wallet ("Digitised Card"). By digitising your Card, you represent and warrant that you are the person to whom the Card was issued by the Bank. We may determine from time to time the Card types applicable for the Mobile Wallet.

19.6 You may only use the Card during the validity period printed on the Card, which remains our property and is not transferable to any other person.

### Transaction Limits

19.7 We may, at any time and without prior notice to you, set and vary transaction limits which may be made using a Card and the total maximum amount you are entitled to have outstanding on each Account (the "Card Limits").

19.8 You may only use the Card for transactions that do not exceed the Card Limits or which would not result in the Account being overdrawn or its category limits being exceeded.

19.9 If a Card Limit is exceeded, we may refuse to authorise any further Card Transactions.

19.10 Notwithstanding any Card Limit in respect of any Card, we may approve any proposed Card Transaction that would result in the Card Limit of such Card being exceeded, even in the absence of any request from you.

19.11 If we allow any amount in the Account to be overdrawn or any Card Limit to be exceeded, you shall pay with interest such amount overdrawn or such amount in excess of the relevant Card Limit.

19.12 You must pay a fee if the total outstanding Account balance exceeds the Card Limit at any time.

19.13 In calculating whether any of the Card Limits has been exceeded, we may take into account:

- (a) the amount of any Card Transactions made across all Cards (including any transactions not yet debited to the Account or reflected in the statement of your Account);
- (b) interests, fees, accrued finance and other charges; and
- (c) any authorisation given by us to a Payee Corporation or any other party in connection with a prospective Card Transaction.

### Reversal

19.14 We will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after we receive a properly issued credit voucher.

### Transactions in Foreign Currency

19.15 Card Transactions effected in a Foreign Currency, will be:

- (a) converted into the Local Currency based on the prevailing exchange rate determined by us in accordance with our usual practice, or the relevant card associations; and
- (b) subject to an administrative fee on the transaction amount or such other amount as determined by us and the card association, before being debited to the Account.

## SECTION D

### Hold on Account for Debit Card

- 19.16 For Card Transactions in respect of a Debit Card, to the fullest extent possible under the Applicable Laws:
- (a) we may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to us for payment, or on the day we receive notice of the Card Transaction, or if a merchant or establishment requests for an authorisation of a Card Transaction;
  - (b) any amount placed on hold is not conclusive of the amount of the Card Transaction which will be eventually be debited to the Account;
  - (c) which are denominated in a Foreign Currency, we have the discretion to choose whether to hold an amount in that Foreign Currency or Local Currency, and we may increase the amount on hold to ensure that a Card Transaction can be paid in full;
  - (d) we shall have absolute discretion to place such amounts on hold for such periods as we deem fit;
  - (e) if the Card Transaction is posted to the Account or presented to us for payment before the hold expires, we shall debit the Account for the amount of the Card Transaction; and
  - (f) you may not stop payment on a Card Transaction nor use any amount placed on hold.

### Use of Card and Contactless Readers

- 19.17 The Card may be used to carry out Card Transactions at point-of-sale terminals and at such other machines, readers, or systems as we may from time to time approve. The first Card Transaction on such Cards shall be subject to such activation and authentication procedures as we may prescribe from time to time.
- 19.18 Certain Cards may be used to effect Card Transactions either by tapping or waving the Card (or any Equipment on which a Digitised Card is stored) against any terminal, reader or system (such as Mastercard contactless/Visa payWave readers) which is capable of reading the Card and is approved by us at our discretion ("Contactless Transactions"). Signature, Password or other authentication on your part is required for each Contactless Transaction that exceed the Prescribed Amount.
- 19.19 Any usage of a Card for Contactless Transactions, shall be subject to such terms and conditions as determined by us and the card association.
- 19.20 You acknowledge that Contactless Transactions and enabling the Mobile Wallet on your Equipment entail risk of unauthorised transactions. You will be solely liable for all Contactless Transactions made using your Cards notwithstanding that your Password or Equipment may have been used by any other person without your knowledge, authority, or consent.

### Suspension / Cancellation / Termination

- 19.21 To the fullest extent permissible under the Applicable Laws, we may at any time:
- (a) refuse to authorise any Card Transaction;
  - (b) suspend or terminate the use of any Card;
  - (c) suspend or end the Account; or
  - (d) refuse to re-issue, renew or replace any Card,

without the need to give you our reasons for doing so. You may terminate the Card and, where applicable, the Account only if:

- (a) we receive your notice to do so;
- (b) you return the Card to us cut in half; and
- (c) you pay all Liabilities in connection with the Card and Account.

## SECTION E

### General Terms for Services

20.1 We may, from time to time, make available features, functions and services to you, via online or digital means or otherwise, which may include any of the following:

- (a) ATM services;
- (b) ATM Card services;
- (c) Customer Service Centre;
- (d) Biometric Access Services; or
- (e) Digital Services.

20.2 The Services, and certain facilities under the Services, may be available only for certain types of Accounts, or Cards and not others. You accept that there are certain transactions, facilities, and services that cannot be accessed or conducted through the Services.

#### **Customer Service Centre**

20.3 These sections apply to your use of the Customer Service Centre.

20.4 The Customer Service Centre is the service through which you may perform certain banking transactions, conduct live chats with us, and obtain information and services from us via the telephone or other Equipment.

20.5 Exchange rates or interest rates quoted under the Customer Service Centre are indicative only and not binding on us. To be binding, the rates quoted must be confirmed by us and must relate to a specific transaction effected under the Customer Service Centre. The rate we confirm will bind you for the specific transaction notwithstanding that a different rate may have been quoted by other departments.

#### **Biometric Access Services**

20.6 These sections apply to your use of the Biometric Access Services.

20.7 To use Biometric Access Services, you will need to:

- (a) be a customer of UOB and be a valid user of the Digital Services;
- (b) have installed the App on your Equipment;
- (c) register for Biometric Access Services by completing the registration process by logging in to the Digital Services with your Digital Services Password; and
- (d) have at least one Unique Biometric Identifier registered in your Equipment.

20.8 You understand that upon the successful registration of your Equipment with Biometric Access Services, any Unique Biometric Identifier that is stored on your Equipment can be used to access the Digital Services including access to your Accounts. Each time any Digital Service detects the use of such Unique Biometric Identifier to access the Digital Services or authorise transactions, you are deemed to have accessed the Digital Services or instructed us to perform such transactions as the case may be.

20.9 You may still choose to access the Digital Services using your Digital Services Password.

20.10 You acknowledge that the authentication is performed by the Digital Services by interfacing with the Unique Biometric Identifier authentication module on the Equipment and that you agree to the authentication process.

20.11 You acknowledge and agree that, for the purposes of the Biometric Access Services, the Digital Services will be accessing the Unique Biometric Identifier registered in your Equipment, and you hereby consent to us accessing and using such information for the provision of the Biometric Access Services.

## SECTION E

### Digital Services

- 20.12 These sections apply to your use of the Digital Services.
- 20.13 Use of Digital Services
- (a) We may provide you with instructions to assist and enable you to use and access the Digital Services.
  - (b) We may, from time to time, stipulate the minimum specifications of the Equipment necessary for you to use and access the Digital Services but are not obliged to support all versions of the Equipment. We accept no responsibility for your inability to access the Digital Services by reason of any deficiency in your Equipment.
  - (c) You understand and agree that:
    - (i) you may be signed out of the Digital Services after periods of inactivity or after a period of being signed-in;
    - (ii) we may, stop or make changes to the Digital Services, its contents and the facilities and services subject to giving you the necessary notification in accordance with the Applicable Laws;
    - (iii) the nature of the internet and telecommunications services is such that communications or information shown to you online or electronically may be subject to interception, hacking, or may be defective, inaccurate, incomplete, not up to date, or the transmission may be failed or delayed;
    - (iv) we may send you replacement Access Procedures if necessary;
    - (v) you are responsible for ensuring your Equipment is free from Malware and that your Equipment does not lead to any disruption or interference with the Digital Services; and
    - (vi) all costs of internet and electronic communications as well as any other expenses arising from the use of the Digital Services will be borne by you.
  - (d) You shall not, either alone or in conjunction with any other person:
    - (i) store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via the Digital Services, except for your use and for proper purposes;
    - (ii) omit, delete, forge, or misrepresent transmission and contact information, including headers, return mailing, and Internet protocol addresses; and
    - (iii) transmit any materials or information through the Digital Services which are offensive, indecent, defamatory or which may not be lawfully disseminated under Applicable laws or which contain Malware.
- 20.14 Mobile Wallet
- (a) You understand and acknowledge that, for Digitised Cards, certain account information in relation to the Cards will be transmitted to and stored in your Equipment upon successful digitisation of the Cards.
  - (b) We may permit you to add the same Card to multiple Equipment, the exact number to be determined by us from time to time. You must agree to the General Terms each time you digitise your Card on any of your Equipment.
  - (c) In the event that:
    - (i) you change Equipment, you must remove any and all Digitised Cards in the existing Equipment that you do not intend to use;
    - (ii) you terminate the Mobile Wallet, you must remove all Digitised Cards in any and all Equipment; and
    - (iii) you terminate your Account in respect of a Digitised Card or upon request to return your Card, you must remove such Digitised Card in any and all Equipment.

## DEFINITIONS

### In this Agreement:

**Access Procedures** means

- (a) the usernames and Passwords, any information or procedure guides issued by the Bank or any other person specified by the Bank from time to time; and
- (b) any identification through Biometric Access Services which enables you to use and access the Digital Services.

**Account** means any account you now or hereafter have with us, any other account offered by us from time to time and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

**App** means the UOB TMRW application.

**Applicable Laws** means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations and requirements (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines or circulars) issued by any governmental authority, body, agency or exchange or clearing house, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act.

**ATM** means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to us or to Mastercard®/Visa Global ATM network or the Cirrus/PLUS System ATM network.

**ATM Card** means the card issued by us, with which you may access an Account by an ATM. Where such ATM Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, ATM Card shall also mean such ATM Card stored electronically in a mobile wallet.

**Biometric Access Services** means the services provided by us, where you may use your Unique Biometric Identifier stored on your Equipment as a Password to access the Digital Services on your Equipment.

**Business Day** means any day other than a Saturday, Sunday, public holiday, or bank holiday in Thailand. Business Day for Foreign Currency deposits means a day on which we and any relevant business centre required for the relevant Foreign Currency transaction are open for business.

**Card** means each and any Debit Card, ATM Card or Credit Card.

**Card Limits** has the meaning given to it in section 19.7.

**Card Transaction** means each and any transaction effected by: (a) the use of an ATM Card; (b) the use of a Debit Card through an ATM; and (c) any payment made or any amount charged for any products, goods, services or other benefits through or from the use of any Card (including a Credit Card) or Card number, or Password, or in any other manner regardless of whether a sales draft or other voucher or form is signed by you and whether authorization has been sought from us.

**Contactless Transactions** has the meaning given to it in section 19.18.

**Costs** means any costs, fees, charges, commissions or expenses and includes legal costs on a full indemnity basis.

**Credit Card** means any credit card issued by us, including any personal credit card, and any replacement or renewal of any of these or other credit cards that we may issue from time to time. Where such Credit Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, Credit Card shall also mean such Credit Card stored electronically in a mobile wallet.

**Customer Service Centre** means the customer centre through which we provide various services, functions, and features from time to time.

**Debit Card** means the card issued by us, with which you may make payments by direct debit from an Account. A Debit Card may also be an ATM Card. Where such Debit Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, Debit Card shall also mean such Debit Card stored electronically in a mobile wallet.

**Digital Services** means any and all services, functions, and features that are provided to you through electronic or online means on any Equipment, including online banking and the App.

**Digitised Card** has the meaning given to it in section 19.5.

**Due Date** has the meaning given to it in section 7.2.

**Electronic Records** has the meaning given to it in section 4.10.

**Electronic Statements** has the meaning given to it in section 4.4.

**Equipment** means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium including any computer, mobile equipment, terminal, machine, system, hardware, software (including any plug-ins and any software for authenticating any Unique Biometric Identifier), and the Internet, network connection or infrastructure, which may be required to use the Services

**Financial Crime** has the meaning given to it in section 16.8.

**Foreign Currency** means the lawful currency of any other country or monetary union, apart from Thai baht.

**General Terms** has the meaning given to it in section 11.

**Intellectual Property** has the meaning given to it in section 10.1.

**Liabilities** means all debts, liabilities, or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

**Linked Accounts** has the meaning given to it in section 18.25.

**Local Currency** means the lawful currency for the time being of Thailand.

**Losses** means any losses, damages, penalties, claims, actions, demands, judgments, suits, Costs, or disbursements of any kind, which, may be incurred arise and/or result, without limitation, from:

- (i) use (whether authorised or unauthorised), loss or theft of your Account, Card, Password, or the Service;
- (ii) unavailability or improper functioning of any Service;
- (iii) any third party claims that our products or Services infringes their proprietary rights;
- (iv) any notices, information, documents, communications, or instructions in any form (whether from us, or from you, or transmitted via the Digital Services, or created, processed or transmitted in any manner by a third party) being lost, delayed, intercepted, misunderstood, fraudulent, erroneous, or incompletely transmitted;
- (v) any payment restriction due to any Applicable Laws;
- (vi) any incorrect interpretation by you of instructions given by us;
- (vii) our refusal to act on any instruction or any other thing we do or do not do;
- (viii) any action taken by us which we deem necessary to meet any obligation in any jurisdiction or to prevent prevention of any unlawful activity;
- (ix) any loss of or destruction to or error in our records;
- (x) for the refusal of any Payee Corporation or financial institution or other party to accept a Card;
- (xi) for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation;
- (xii) any strike, default, neglect or insolvency of any Payee Corporation or financial institution;
- (xiii) any injury to your credit, character and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the repossession of any Card or request for its return or the termination of any Account;
- (xiv) any act or failure to act by a third party beyond our control;
- (xv) our limiting, cancelling, or suspending the operations or the use of any Card or Service in accordance with these General Terms or the Other Terms; and/or
- (xvi) any other circumstances beyond our control,
- (xvii) any delay in acting or failure to act on any of your instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever;
- (xviii) poor or interrupted mobile network coverage;
- (xix) any inaccurate, incomplete, undelivered, or delayed Push Notifications or notifications via the App;
- (xx) any reliance by you or any other party on the content of the Push Notifications of notifications via the App;
- (xxi) any Malware which may interfere with any of our Digital Services; or any breakdown or malfunction due to any cause whatsoever, of computer software or Equipment whether belonging to us or not, used in connection with any of our Digital Services;
- (xxii) exercising our rights under these General Terms;
- (xxiii) the Third Party Links
- (xxiv) any non-receipt of the Electronic Statements, whether resulting from our mode of delivery, or an invalid email address or mobile number, or otherwise; and
- (xxv) the services provided by the agents, consultants, sub-contractors and third parties; their acts or omissions; the loss, destruction or delayed delivery of any instrument while in transit or in their possession pursuant to Section 13.4.

**Malware** means all forms of software that interferes with the use of the App in any way or disrupts computer usage, including viruses, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses, or other similar harmful components.

**Mobile Wallet** means the UOB mobile wallet available on payment-supported Equipment through the App.

**Other General Terms** has the meaning given to it in section 1.1.

**Other Terms** has the meaning given to it in section 1.1.



**Password** means the password (including one time passwords), login-ID, personal identification name, personal identification number (PIN), customer identification number (CIN), (made up of an access code and a PIN), username, word, phrase, symbol, code, electronic identification signature or codes, Unique Biometric Identifiers given to, or chosen by, you that is used to confirm your identity when accessing an Account or that is needed for:

- (a) access and use of any Account, Card or Service;
- (b) the operation of your Equipment; or
- (c) confirming your identity.

**Payee Corporations** means any merchant, establishment, billing organisation, or relevant party whose bills can be paid through the use of a Card.

**Push Notification** means a message, including any content or data, which is transmitted as part of the App and delivered to your Equipment.

**Prescribed Amount** means an amount, in the Local Currency, of THB 1,500.

**Privilege Schemes** has the meaning given to it in section 17.1.

**Rewards** has the meaning given to it in section 17.6.

**Sanctions Compliance** has the meaning given to it in section 16.8.

**Services** means any and all services, functions or features that we may provide to you, including without limitation, the services set out in section 20.

**SMS** means short message service (also sometimes referred to as mobile text messaging).

**Specific Terms** has the meaning given to it in section 1.1.

**Third Party Licensors** has the meaning given to it in section 10.4.

**Third Party Links** means other websites, software, mobile applications and platforms owned, controlled or offered by third parties.

**TMRW Fees and Charges** means the fees, charges and interest guide which applies to the Account, Card or Service, as found on Tmrwbyuob.com.

**Unique Biometric Identifier** means any fingerprint, facial scan, or other unique biometric identifier as we may, in our sole discretion and from time to time, prescribe as an acceptable method of identification.

**we / us / our / ourselves / the Bank / UOB** means United Overseas Bank (Thai) Public Company Limited, or its parent bank, subsidiary bank, subsidiary, affiliate or branch, and includes any of their respective successors or assigns.

**you / yourself** means you (whether alone or jointly with another person/persons).