

Terms and Conditions for the Use of the Electronic Service

The Applicant agrees to use SCB Easy Phone Service and/or SCB Easy Net Service, Service pursuant to the details of service specified by the Bank, if not specifically referred to herein, shall be hereinafter collectively referred to as the "Electronic Service", and to be bound by and comply with the following terms and conditions:

1. In relation to the use the Electronic Service, the terms and conditions therefor shall be prescribed by the Bank, whereby the Applicant may access to the service by using its Login Name and Password and/or Personal Identification Number-PIN of the Applicant pursuant to the conditions prescribed by the Bank (in relation to each type of service).
2. The Applicant shall keep confidential its Login Name and/or Password and/or PIN (as the case may be) pursuant to Clause 1 and not disclose to any other person.
3. In the event that the Applicant incorrectly keys in the Login name and/or Password and/or PIN for more than the number of times prescribed by the Bank (as the case may be), the Electronic Service will be terminated. If the Applicant wishes to further use the Electronic Service, the Applicant shall have to contact the Bank to re-apply for the service.
4. The Applicant accepts that all transactions, regardless of whether or not relating to any account of the Applicant, conducted through the Electronic Service in accordance with the procedures or the terms and conditions for the relevant type of the Electronic Service prescribed by the Bank using the Login Name and/or Password and/or PIN of the Applicant referred to in Clause 1 shall be deemed valid, complete and binding on the Applicant without the need for the Applicant to affix its signature in any document or do any other act as an evidence therefor except for any request by the Bank or unless specified otherwise in this Application. The Applicant also agrees to be liable for all such transactions as if they had been conducted by the Applicant regardless of whether or not such acts or transactions had been done in bad faith by a third person.
5. The Applicant agrees and accepts that if the balance in the account of the Applicant is insufficient for the Bank to proceed with this Application and/or the Bank has not received any document required for the provision of any type of the Electronic Service and/or the use of the Electronic Service where the amount or credit limit exceeds the amount permitted by the Bank and/or laws and/or there is any event prescribed by the Bank and/or laws occur and/or the Bank faces any necessity or obstruction whatsoever, the Bank shall have the right not to provide the service at that time as the Bank deems appropriate and the Applicant agrees to waive its right to claim for any damages incurred from such action of the Bank in all respects.
6. It is agreed and accepted by the Applicant that any application for the use of Electronic Service and any performance by the Bank in whatever means via electronic system hereunder is reliable and enforceable among the Applicant, the Bank and other related person, and that all records, evidences or other documents or information produced by the Bank and/or the Applicant in connection therewith shall be deemed correct in all respects without any requirement for the Applicant's verification or signature thereon.
7. The Applicant agrees that the Bank shall not be responsible for any damages incurred to the Applicant as a result of the Applicant's use of the Electronic Service.
8. In the event that the Bank's computer, electrical or communication systems fails for any reason to operate properly and as a result of which the Electronic Service is inaccessible by or unavailable to the Applicant, the Applicant agrees not to raise such event to assert any claim against the Bank.
9. Should there be any damages incurred to the Bank as a result of the Applicant's use of the Electronic Service, the Applicant hereby agrees to indemnify the Bank for all such damages in full without any conditions.
10. In the event where the use of the Electronic Service and/or the charging of any fee and/or service charge for the Electronic Service hereunder results in a requirement of any debit, transfer or any other form of transaction to be transacted with any type of the Applicant's account, the Applicant hereby authorizes the Bank to promptly proceed with such transaction on all types of the Applicant's account opened with the Bank in accordance with the terms, conditions and procedures prescribed by the Bank.
11. The Bank shall have the right to fix and charge any fee and/or service charge at the rate and in the manner as the Bank deems appropriate. The Bank reserves its right to change such rate and/or the manner to charge such fee and/or service charge at any time as the Bank deems appropriate.
12. In case of any change of account number and/or credit card number for whatever reason, the terms and conditions specified herein shall remain in full force and effect in all respects and continue to be applied to the deposit account and/or credit card so changed.
13. The Bank reserves its right to amend or supplement any terms and conditions with respect to the use of the Electronic Service and/or terminate the Electronic Service with any or all applicants at any time without having to give any reason. In the event that the Bank would like to exercise such right and/or to amend any conditions relating to fee and/or service charge specified in Clause 11 hereof, the Bank shall inform the Applicant by posting a notice at offices or branches of the Bank and/or making announcement in any well known daily newspaper and/or sending notice to the Applicant and/or by other method as the Bank deems appropriate not less than 30 days in advance, save in the event of emergency or any other event which the Bank has reasonable ground that the provision requiring prior notice should not be applied, in which event such amendment by the Bank shall become effective at such time as notified by the Bank to the Applicant. If the Applicant still continues to use the Electronic Service with the Bank, it shall be deemed that the Applicant has agreed with the terms and conditions and/or conditions relating to any fees and/or service charge as amended. In relation to the termination of service, the Bank may terminate its Electronic Service at such time so notified and the Applicant agrees to waive its right to claim for any compensation, damages or any remuneration of any kind incurred from the exercise by the Bank of such right in all respects.
14. Any document or notice sent to the address and/or place of business as informed by the Applicant shall be deemed to have been duly acknowledged by the Applicant.
15. The Applicant agrees to be bound by and comply with the regulation for the use of the Electronic Service attached hereto and as may be further amended by the Bank as well as any handbook or document in relation thereto as the Bank may further announce which shall be deemed an integral part hereof. The Applicant also agrees to comply with the regulation of the Bank and/or provision of any applicable law as well as to produce any other documents to the Bank as may be required by any governmental agency and/or the Bank.
16. The terms and conditions specified herein shall be governed and construed by Thai law and any dispute arising there from shall be submitted to the jurisdiction of Thai Court.
17. The Applicant consents to the Bank inquiring or disclosing any and all details or information in relation to the Applicant become known to the Bank due to the use of any service of the Bank by the Applicant to any person and/or juristic person as the Bank deems appropriate without any prior notice to, or permission or consent from, the Applicant. Such consent shall continue in force notwithstanding that the Applicant ceases to use this service or any other service of the Bank.
18. The Applicant may, as it deems appropriate, suspend or cancel any use of the Bank's services by informing any branches of the Bank or calling the Bank's Customer Service Center at 02-777-7777 in respect thereof. Additional information in details in respect of such suspension or cancellation of use of the Bank's services are also available thereat. In regard of SCB Easy Net Service, the Applicant may, by itself, suspend or cancel such services via SCB Easy Net website (www.scbeasy.com) pursuant to the terms and procedures set forth therein.