

Terms and Conditions of SMS Alert on Mobile Phone Service Use

The Applicant hereby agrees to be bound and comply with the terms and conditions of the SMS Alert on Mobile Phone Service Use as follows:

1. The Applicant agrees and acknowledges that the use of SMS Alert on Mobile Phone is an alert service that provides convenience to the account owner in checking his/her account activities and other services provided by the Bank.
2. The Applicant is able to apply for such service at any of the Bank's branches on the condition that the Applicant must have either a savings account or current account of at least one account with the Bank.
3. When the Applicant received an approval of service use, the Bank will send a message about SMS Alert service on mobile phone to the mobile phone number that the Applicant informed the Bank for using the service when there is any account activity and other service provided by the Bank.
4. Direct debit of account through Direct Account Debit system
 - 4.1 The Applicant agrees to allow the Bank to make direct debit from the bank account specified in this Application through the account Direct Debit System to make payment of fees and all expenses relating to the service use according to this Application under the operating procedures and practices prescribed by the Bank.
 - 4.2 In case where the Bank made account direct debit and/or transferred funds from the Applicant's account through its Direct Debit System with error or deficiency by any case whatsoever, the Applicant agrees to allow the Bank to rectify such error or deficiency to be accurate in accordance with the truth with no need of the Bank to notify or seek consent from the Applicant in advance. By this, the Applicant agrees to deem that all the documents that the Bank has prepared in relation to direct debit and/or funds transfer or any operation by the Bank with the bank account through such account Direct Debit System are accurate, valid and complete in all respects.
 - 4.3 The Applicant agrees and accepts that in case there is no available balance in the Applicant's deposit account as specified in this Application, or there is insufficient fund for the Bank to deduct fees and/or expenses relating to the use of the SMS Alert service according to this Application, the Applicant consents the Bank, at its sole discretion, to immediately suspend, postpone or cancel the SMS Alert service according to this Application, either in whole or in part, as the Bank deemed appropriate. In this regard, the Applicant shall waive the right to claim for any damages arising from the Bank's operation.
5. The Applicant hereby agrees to pay the fees and various relevant expenses for the SMS Alert on Mobile Phone service use according to this Application to the Bank at the rates prescribed in the Bank's notifications/announcements, and in case of change of such service change rates, the Bank will notify the Applicant at least not less than 30 days in advance, and/or announce it on the Bank's website, and the Applicant agrees to allow the Bank to immediately make direct debit of such fees and/or expenses from the Applicant's account(s) available with the Bank according to its operating methods specified in Clause 4.
6. The Applicant hereby agrees to be bound and comply with the operating procedures, practices including agreement and terms and conditions relating to service use according to this Application, both existing and those to be prescribed or amended in the future as the Bank will prescribe additionally whereby the Bank will inform the Applicant accordingly at least not less than 30 days. In this regard, it shall be deemed that such operating procedures, practices and terms and conditions are integral part of this Application as well: and the Application agrees to prepare any other documents as prescribed by the official authorities and/or the Bank.

7. The Bank and the Applicant hereby agree to deem that any manuals or documents relating to the SMS Alert on Mobile Phone service use that the Bank has already handed or delivered to the Applicant and/or that the Bank will make announcement or amend further in the future are also integral part of the agreement and terms and conditions.
8. The Applicant has the right to cancel the SMS Alert service use according to this Applicant at any time by informing the Bank in writing of such wish in advance prior to or within the due date of payment for fees relating to SMS Alert service use at the time that will be due with the affect as being the expiry of service use in the following time.
9. In case where the prevailing laws, notifications, procedures, rules and regulations or any agreements require that the Bank shall disclose any data or financial transactions of the Applicant to the government officers or government agencies or any persons when the Bank's being requested, the Applicant agrees to allow the Bank to disclose and/or conduct transactions concerning the Applicant's service use to such persons or agencies in all respects and the Applicant hereby agrees that this consent shall prevail or exist in perpetuity even though this Agreement has already expired/terminated.
10. The Applicant agrees and accepts that when the SMS Alert service encounters a problem and cannot normally operate, including but not limiting to the faults of telecommunication systems and computer devices or force majeure that the Bank has no control over, which may affect the performance of SMS Alert service via mobile phones and/or any actions regarding the alert service via mobile phones, the Applicant consents and acknowledges that he/she may not bring such matter to claim for liability from the Bank in any damages arising from such matter unless it is caused by willful acts or gross negligence of the Bank.
11. The Applicant hereby agrees and accepts that any evidences or documents that the Bank has prepared in connection with the Applicant's SMS Alert service use one accurate in all respects with no need to require the Applicant to verify or sign them first.
12. In case of any damages/losses incurred to the Bank and/or any person in connection with the Applicant's SMS Alert service use, the Applicant hereby agrees to be responsible for indemnity flying for all the entire damages/losses incurred to the Bank and/or such person in full unconditionally.
13. In case where the Bank has not received the documents or evidences in supplement to the SMS Alert on Mobile Phone Bank use and/or there are any events requiring by law or rules and regulations with which the Bank must comply and/or the Bank has a necessity or difficulty in any respects, the Applicant hereby agree that it is safely the Bank's right to extinct, delay or cancel the SMS Alert service providing in accept dance with this Application, either in whole or in part, as the Bank deems reasonable and the Applicant waives the right to claim any damages/losses incurred from such Bank's operation or action taken entirely.
14. The Applicant hereby agrees and accepts that the Bank has the right to prescribe and collect fees and/or any expenses incurred according to this Application at the rates and methods that the Bank deems reasonable; and the Bank has the right to change the rates and/or methods of collecting such fees and/or service charge and expenses at any time that the Bank deems reasonable by putting up announcement/notification at the Bank's branch office and/or announcing on the Bank's website.
15. The Applicant hereby agrees to be bound and comply with the operating procedures of the SMS Alert on Mobile Phone service in accordance with the attached terms and conditions of using this SMS Alert service (if any) and/or terms and conditions of using this SMS Alert service and/or terms and conditions that the Bank will add further including any manuals or documents relating to the SMS Alert service use that the Bank will announce additionally in the future, all of which shall be deemed as an integral part of the Application and the Agreement and terms of use of this SMS Alert service as well. The Applicant also agrees to comply with the Bank's operating procedures and/or relevant legal requirements as well as preparing any other documents to the Bank as required and/or requested by the official authorities and the Bank.

16. In case where the Applicant changes his/her address from the one specified in this Application, the Applicant hereby agrees to inform the Bank in writing accordingly within and from the date of changing such address. In addition, all the Bank's notes, letters, statements or any documents that were delivered to the Applicant by mail, either registered or unregistered and/or sent by e-mail to the Applicant according to the address as specified in this Application, shall be deemed as being duly sent/delivered to the Applicant; and even though it is unable to deliver them to the Applicant for the reason that such address cannot be found or the address has changed or has been taken away without notification of change or take-away being sent in writing to the Bank for information, it shall be deemed that the Applicant has duly received such notes, letters, statements or documents from the Bank.
17. The Agreement and Terms and Conditions of SMS Alert on Mobile Phone service use shall be enforced and construed under the laws of Thailand and the courts of Thailand shall be the courts with jurisdiction in considering and proceeding any disputes that arise.