

Terms and Conditions for Using Debit Card Services

This agreement is effective between Land & House Bank PCL, hereinafter called as the “Bank”, and person approved by the Bank as debit card member hereinafter called as the “Service User”. The Service User agrees to give a consent to be bound by and complied with all the following terms and conditions for using cards:

1. Definitions

A **debit card** is a card issued by the Bank to the Service User for use in purchasing goods, paying for services, withdrawing money, transferring money, checking the account balance, paying for public utility fees, paying for expenses, and using debit cards to apply for current and/or future electronic services of the Bank via an automated teller machine (ATM) or other service devices provided by the Bank or to use other services which the Bank will announce on an occasional basis in addition to using services via instruments and/or via the Service User’s internet system under terms of service announced and specified by the Bank for that service. “Debit card” includes ATM card with the same features as a debit card or other cards with similar features issued by the Bank in the future regardless of the name.

Unless mentioned specifically, debit cards and ATM cards are hereinafter called as the “Card”.

2. Criteria and Terms of Service

2.1 The Bank issues the Card to the Service User only for using the Banks services by deducting from the Service User’s deposit account. The Card will have a specific digital code for only the Service Provider, who will be the only person who knows the code of the card. The Service User must use the code together with using the Card with an automated teller machine (ATM) or other service machines provided by the Bank every time. The Service User may change the Card’s code in person by following instructions for changing the code as specified by the Bank. The Service User agrees to give a consent to be bound by considering the digital code given by the Bank to the Service User each time or when the Service User has made changes as representation of the Service User’s personal mark.

2.2 The Service User cannot use a debit card to purchase goods or pay for services by notifying the code to the shop or the place where accepts the card in verbal or in writing

2.3 In using services via an automated teller machine (ATM) or an electronic data capture machine (EDC), the Service User must enter the Card’s code correctly. If the Service User enters the wrong code, the machine will notify the Service User to re-enter the code. However, if the Service User enters the wrong code for more than the number of times specified in the system, the machine will return the Card to the Service User and the Service User will be unable to use the Card. The Service User will have to contact the Bank’s branch offices to request the issuance of a new Card by paying fees for new Card issuance as a replacement for the old Card at a rate per time and per card specified by the Bank under the related laws .

2.4 In using services to purchase goods and/or services on the Internet, the Service User is required to enter information to confirm the identity of the cardholder as required by the service provider or shop along with entering the One Time Password (OTP) received from the Bank via SMS message to approve the transaction and confirm the purchase of goods and/or services.

2.5 The Service User may withdraw money only from two deposit accounts which are savings deposit accounts or current accounts used in withdrawing funds. However, if the withdrawals are made across the service region of that account, the Service User must pay fees for withdrawing funds across service regions at rates prescribed by the Bank. Fees may be changed, and the Bank will give notification periodically according to terms prescribed by law.

2.6 The sum of money withdrawn via an automated teller machine (ATM) will be deducted from the Service User’s deposit account within the same day.

2.7 In cases where the Card is used to withdraw cash from an automated teller machine (ATM) in a foreign country, the sum of the foreign cash withdrawal in the currency of that country must not exceed the amount of that foreign country’s currency as specified by the bank owner of the automated teller machine (ATM) and must be converted into the baht currency using the exchange rate for selling that currency specified by the Bank and/or Union Pay International and/or other future service providers as of the date of the withdrawal.

2.8 In cases where the Service User wants to use a debit card to purchase goods and/or services on the Internet (e-commerce), the Service User is required to report the activation of services to purchase goods and/or services via a branch of the Bank or the LH Bank Call Center, Tel. 02-359-0000 ext. 1.

2.9 In using the debit card to pay for goods and/or services with an electronic data capture machine (EDC) including use of the debit card to purchase goods and/or services on the internet (e-commerce), the Service User agrees to give a consent to the Bank to deduct from the Service User's deposit account according to the machine's methods and to consider transfers by means of machines for valid deductions and completely binding to the Service User with no need for the Service User to grant consent or prepare any further documents for the Bank. In cases where the deposit account balance is insufficient to deduct and transfer money, the Bank may suspend the aforementioned actions. In cases where a debit card is used to pay for goods and/or services at an electronic data capture (EDC) machine in a foreign country, the sum of the payment for the goods and/or services in the foreign country in that country's currency or the sum from using the debit card to purchase goods and/or services on the Internet (e-commerce) in a foreign currency must be converted into Thai baht currency by using the exchange rate for selling that currency specified by the Bank and/or Union Pay International and/or other future service provider as of the date of that payment for goods and/or services. When the shop/place accepts the Card to charge for the cost of the aforementioned goods/services and the Service User has received evidence in the form of a record of the transaction to purchase goods and services/receipt/product delivery form from the shop/place that accepted the Card and the Service User finds incorrect transactions, the Service User must immediately alert the shop/place that accepted the Card. However, this does not exclude the Service User's subsequent rights. If the Service User is able to prove that the expenses incurred are not correct and not the fault or error of the Service User, the Service User must inform the Bank within ten business days or alert the Bank within no more than 60 days from the date of using services. Purchases of goods and services by using a debit card and a Card code issued by the Bank are considered complete and valid. The Service User agrees to accept all responsibilities. If any damage occurs due to any reason through the actions of the Service User or other persons regardless of whether those actions are corrupt, the Bank shall not be responsible for any matter whatsoever.

2.10 Criteria for transferring money from the Service User's deposit account at the Bank are as follows:

- The Service User can transfer money only from savings deposit accounts or current deposit accounts specified by the Service User with the Bank.
- The Service User can transfer money within the service period specified by the Bank. As the date of this agreement, the Bank provides 24-hour services daily.
- Money transfers between accounts of the Service User in any amount must be under terms requiring a sufficient sum remaining in the account for deduction and transfer.
- The Bank will deduct (debit) money from the account of the Service User where money are transferred out and the Bank will bring (credit) money into the account of the Service User on the same day.
- Service User who transfer money shall pay a transfer service fee at rates prescribed by the Bank. Fees are subject to change and the Bank shall announce periodically under terms prescribed by law.

2.11 If the Service User is going to transfer money from the Service User's account to any other person, the Service User must enter the account number of the other person correctly. If there are errors in money transfers to another person's account due to the actions of the Service User, the Service User must be responsible for whether damages occurred or not. The Service User agrees to waive the right to claim or file a complaint to the Bank to repay and/or demand compensation for all damages from the Bank.

2.12 The Service User can transfer money from the Service User's account to other persons with a maximum daily limit of no more than 200,000 baht.

2.13 Criteria in paying for public utility fees and expenses are as follows:

- Payments for public utility fees or expenses may be made in any amount without exceeding the remaining balance of the Service User's account.
- The Service User shall pay for public utility fees or expenses only by the method of transferring money.
- The Service User can make a transaction to pay for public utility fees or expenses from 6:00 am to 9:00 pm.

2.14 In using the Card at an automated teller machine (ATM), the Service User will receive a transaction record slip every time. In cases where the automated teller machine (ATM) runs out of transaction record slips, the machine will inform the Service User that the Service User can continue to use services and will be able to check transactions in deposit account books and/or account statements. The Service User can print out mini statements from an automated teller machine (ATM) for ten transactions later, except when transactions involve the transfer of money into another person's account or accounts at other banks. If the machine is out of transaction record slips, the Bank shall not make the aforementioned transfer transaction.

2.15 The Service User can use the Card for the Bank's aforementioned services within limits for the Card's use as prescribed in the Bank's regulations. Furthermore, the Service User can adjust service use and/or increase-decrease limits in the aforementioned service at the LH Bank Call Center via telephone at Tel. 02-359-0000 ext. 1 (without exceeding the maximum limit specified for the Card). The Bank reserves the right to change and add to the aforementioned terms of service as the Bank deems appropriate and the Bank will inform the Service User according to the Bank's methods and as prescribed by law. In cases where the Bank detects suspicious and/or abnormal transactions to purchase goods and/or withdrawal transactions and/or transfer transactions of the Service User, the Service User agrees to give a consent to the Bank to immediately suspend use of purchase limits and/or withdrawal and/or transfer limit, any or all of the above, without need to inform the Service User in advance in order to prevent damage which could occur to the Service User until the Bank contacts the Service User and receives confirmation of the validity of the aforementioned financial transactions from the Service User, after which the Service User may continue using all limits for purchasing goods and/or withdrawing money and/or transferring money. The Service User agrees that such actions of the Bank is an action to ensure safety and protect the interests of the Service User and the bank shall not be responsible for any damage to the Service User (if any).

2.16 This Card has an expiration date stated on the Card. If the customer intends to request a new Card for a replacement for an expired Card, the customer can contact any branch nationwide.

3. The Service User has the following duties:

3.1 Carefully keep the Card and the code notice in a safe and confidential place. Do not lose or allow the Card and the code notice to fall into other persons' hands. Do not inform any other person of code numbers or transfer the Card to any other person to use.

3.2 If the Card is lost or falls into the hands of others, the Service User must immediately notify the Bank's LH Bank Call Center by telephone at Tel. 02-359-0000 ext. 1 or other communication devices where the Service User can correspond with the Bank's staffs verbally or by other methods specified by the Bank for the Bank to cancel the Card and the Card's code. In cases where the Service User notifies the Bank to cancel the Card according to the abovementioned information, the Service User shall not be responsible for damage caused by use of the Card after notifications. If the Bank checks/proves that damage from the aforementioned Card use was caused by the actions of the Service User or that the Service User had prior knowledge of the aforementioned, or that the Service User was negligent, the Service User shall be responsible for the entire amount of damages. The Service User must provide information concerning dates, times, persons involved, sums of money, and transaction characteristics or any other information requested by the Bank. If the Bank does not receive cooperation from the Service User, the Bank reserves the right to not be responsible for the damages incurred.

3.3 In cases where any error is encountered in making transactions via a debit card, the Service User can report the error to the LH Bank Call Center at Tel. 02-359-0000 ext. 1. The Service User is required to provide information concerning dates, times, persons involved, the location of the ATM or the shop where transactions were made, the account number of the Service User and those involved,

sums of money, and transaction characteristics or any other information requested by the Bank in addition to following the Bank's advice. The Bank will investigate and complete correction of errors (if any) by adhering to criteria of the government and/or the Bank of Thailand as a principle within 30 days from the date of receiving information reports and the Bank will inform the Service User of investigation results within seven days from the date of learning investigation results. If the Bank does not receive cooperation from the Service User, the Bank reserves the right to not be responsible for damage. In cases that there is an error which occur in transferring money, the bank shall be responsible to compensate the Service User for money, the Bank will transfer the sum of the error into the account for the Service User within seven days from the date when the Bank detected the error.

3.4 The Service User agrees to pay fees at rates prescribed by the Bank until the Service User informs the Bank of Card membership cancellation or until the Bank cancels the Service User's Card membership. In doing so, the Service User agrees to allow the Bank to deduct money from the Service User's deposit account specified with the Bank and the Service User will deposit money in the account before the time specified by the Bank to enable the Bank to make deductions from the account according to this agreement. In cases where the deposit account has had no deposits or withdrawals for more than one year or there are no deposits remaining and the Service User's Card has not been canceled, the Service User will be unable to make any transactions related to the Card until the Service User contacts the Bank to take action concerning the aforementioned deposit account. Concerning collection of fees, the Service User agrees to allow the Bank to collect fees after one year of Card membership for the Bank to deduct from the Service User's deposit account specified to the Bank periodically to pay the aforementioned fees until the Bank receives payment of the fees in full. If the Service User intends to cancel the use of services, the Bank will return the difference of fees after deducting service fees for services used by the Service User in that year by transferring the difference of fees into the Service User's account and/or, if the customer has closed the account, the Bank will return the difference to the Service User in cash. However, if the Service User intends to cancel services and continues to owe fees, the Bank will immediately cancel the service.

3.5 In cases where the Card is damaged or expired, the Service User must contact the Bank's branches to request issuance of a new Card as a replacement for the old Card and the Service User is required to pay new Card issuance fees at the rates specified by the Bank.

4. Card Cancellation by the Bank

The Service User agrees and acknowledges that the Card is the property of the Bank. The Bank has the right to suspend the Card, revoke use of the Card, deny use of the Card or recall the Card in the following cases:

- 4.1 When the Service User transferred or allowed others to use the Card on the Service User's behalf.
- 4.2 When the remaining balance is insufficient to pay fees and expenses to the Bank.
- 4.3 If the Bank proves that the Service User is corrupt.
- 4.4 When the Service User has violated the terms in this agreement or the Bank knows that the Service User is prosecuted in a civil case, a criminal case, a bankruptcy case or when the Service User is a person under an order issued pursuant to the laws involved by the government or a government agency to seize or confiscate assets or suspend any transactions or if there is reason to believe that the Service User committed corruption or crimes potentially damaging to the Bank.
- 4.5 When the Service User is deceased.
- 4.6 In cases where the Bank suspects that the Card is being used by others for corrupt purposes, the Bank will immediately cancel the Card for the Service User's safety. The Bank will issue a new Card and notify the Service User.

5. Other Terms and Conditions

5.1 The Service User has the right to cancel the Card at any time by notifying the Bank in writing, cutting the Card into two parts, and returning the Card to the Bank.

5.2 The Service User agree to grant the Bank the authority to deduct funds from the Service User's deposit account to compensate for all expenses incurred from using the Card including expenses in following-up, litigation expenses, attorney's fees at rates with which the Bank agreed to hire attorneys, and other expenses incurred by the Bank.

5.3 The Service User agrees that, apart from services specified in this agreement, if the Bank provides any other services concerned with the Card for the Service User, and the Service User has agreed to use that service, the Service User agrees that there is no need to made any further evidence with the Bank and the Service User agrees to be bound and be responsible for the aforementioned transaction.

5.4 The Service User agrees to allow the Bank to contact, make inquiries or disclose information concerning the Service User's financial status and/or information/facts for benefits in the Service User's application for and/or receipt of loans and/or use of services provided by the Bank and/or financial institutions including any other juristic persons as the Bank considers appropriate. The Service User will not revoke this consent without the Bank's consent in writing and this consent is perpetual even if the Service User cancelled the Card's use with the Bank.

5.5 The Bank shall not be in any case where any of the Bank's member shops refuse to accept the Card or do not allow the Service User to use the Card at that place.

5.6 The Bank reserves the right to cancel, change, revise, and add to agreements and terms for using the Card or any clauses of agreements concerning use of the Card, rates of fees, and rates of service fees. The Bank shall inform the Service User in writing no less than 30 days in advance except in urgent cases where the Bank will inform the Service User of cancellations, changes, revisions, and additions in writing no less than 15 days in advance of cancellations, changes, revisions, and additions or the Bank will advertise notifications via a Thai language daily newspaper proliferate in the country no less than 15 days in advance of cancellations, changes, and revisions. In addition, the Bank will inform the Service User in writing or within a time period specified by a legally empowered agency. In cases where the Bank informs the Service User of the aforementioned events as specified above, the Service User is considered to have acknowledged and allows those cancellations, changes, revisions or additions. Changes in the first paragraph which are beneficial to or ease burdens for the Service User with immediate effect will be informed to the Service User by the Bank within 30 days from the effective date.

5.7 Any documents, letters, computer data, and electronic mail or notifications sent by the Bank to the Service User at the address, workplace, mobile phone number or email address reported to the Bank and accepted by the Service User as the correct address is considered to have been properly sent. If there are changes to addresses, workplaces, occupations, mobile phone numbers or email addresses, the Service User must immediately inform the Bank of changes in writing.

5.8 The Service User acknowledges that services and relevant actions, including service channels prepared by the Bank, are a convenience for the Service User. In cases where the Bank does not comply with the agreement for providing services, or the Bank does not comply with orders to suspend operations received from the Service User by the methods and terms of the agreement, or the Bank does not deliver the debit card to the Service User and an illicit electronic funds transfer transaction or an illicit transaction occurs through no fault of the Service User, the Bank agrees to be responsible to the Service User for damage occurring as a result of the use of this service, unless inaction was caused by the Service User having insufficient money in the account and/or the Service User has no loan limits or had loan limits with the Bank suspended and/or the transfer of money will cause the account balance to be higher than the loan limit agreed with the Bank and/or the Service User is in the process of legal action and/or the Bank informed the Service User of obstructions to transfer money before or during transactions and/or the Service User violated terms or agreements with the Bank and/or any other force majeure event.