

Terms and Conditions for Using Mobile Banking Service (MyMo)

Applicant request for a service which approved by Bank. (“User”) agrees to use the MyMo Services of the Government Savings Bank (“Bank”) and agrees to be bound by and complying with the MyMo terms and conditions in all respects as follows

1. Definitions

1.1 “**Message Alert**” means a notification issued via Application regarding transactions related to Deposit Accounts or any other information;

1.2 “**Relevant Terms**” means terms and conditions of MyMo Services, terms and conditions of each type of services provided by Bank via Application and/or procedure and details of MyMo Services, whether presented in this document or in Application and/or website, including further amendments (if any);

1.3 “**Device**” means an electronic device used for communications, either telephone, tablet, or any device which is connected to an internet network or any communication network, which is used to download and install Application;

1.4 “**MyMo Services**” means Bank’s services through the Device in order to allow User to conduct various types of transactions as specified by Bank;

1.5 “**Deposit Account**” means any kind of deposit accounts, GSB Salak, GSB Life or lifesavings deposit, or any other accounts that User has with Bank and appears in Application;

1.6 “**Request Form**” means User’s Mobile Banking (MyMo) Services Application /Data Changing Request Form with purpose of using MyMo services and requesting for any change to data or for cancellation of MyMo Services (if applicable);

1.7 “**Activation Code**” means a code sent by Bank in the form of a short message service (SMS) to Mobile Phone Number, for User to launch Application for the first time in Device or when Device is changed, or for any other actions which Bank would require such code. Application may refer to such code as OTP or any other wordings that signifies that it is such code;

1.8 “**Passcode**” means a personal passcode that User set in Application, regardless of how it may be named;

1.9 “**Website**” means name of website or web address of Bank under the name of www.gsb.or.th and/or any other names which Bank may determine and inform User in advance;

1.10 “**Mobile Phone Number**” means a mobile phone number registered in Thailand which User provides to Bank for the use of MyMo Services; and

1.11 “**Application**” means software or computer program which Bank deploys for providing services to User via Device under the name of MyMo or any other name(s) to which Bank may change at a later point of time.

2. User is authorized to use various types of MyMo Services through User’s Device, when User agrees to fully be bound by and comply with all Relevant Terms, by performing any actions as may be required by Bank and having been approved by Bank to use MyMo Services.

User agrees that, if in the future, Bank provides any other types of service under MyMo Services to User, User already agrees to use that services, User agrees that User does not need to provide any further evidences to Bank and User agrees to be bound and responsible for the said transaction in all respects.

3. User can access MyMo Services only through a single Device at any given point of time. If Device is changed, User must re-register to launch Application in accordance with the procedures provided on Website or in Application.

While accessing Application, User must not abandon Device and let Device fall into possession of other person and must log out every time when completes the use of services.

4. User agrees and accepts that when accessing MyMo Services by completely entering Passcode and following the procedures prescribed in Application, it shall be deemed that such access and use of services is performed by User, which consequently binds User and makes User responsible for all transactions carried out during such access, without the need for signature on any physical document to bind User. User agrees to always verify that the transaction information is correct, prior to making confirmation of each transaction. User is not allowed to change or cancel the action that is already been done in MyMo Services. Bank is not required to verify accuracy or completeness of the details or any relevant information and shall not be held responsible in any way for any damage arising from the use of such services.

If access to MyMo Services are enabled by entering Passcode and following the procedures as prescribed in Application, regardless of whether or not such access is made by any person or whether or not User has given permission in doing so, User accepts that such action shall be deemed as having been done by User and agrees to be bound by any transaction made under it in the same manner as stipulated in the first paragraph in all respects. User shall not make any claim or raise any dispute to deny such responsibility to Bank or any other person.

In the event that User does not access to MyMo Services for a consecutive period of 3 (three) months or more from the date of the last access, or for any period as specified by the Bank, User shall be required to re-verify the identity of User and re-register for access in accordance with the criteria, conditions, and procedures prescribed by the Bank.

5. User can apply for the MyMo Services through the channels specified by Bank. For the safety of activating of service, User must certify that User has right to possess the Mobile Phone Number that User apply for the service in a lawful manner and allows the mobile phone network service provider to disclose and send the said Mobile Phone Number to Bank for Bank to verify the identity of User in the service activation process.

6. User can access MyMo Services by Biometric Comparison e.g., fingerprint scanning or face detection instead of using a Passcode, provided that User sets up Application settings to allow access to Application by way of the aforementioned methods, would be in accordance with the methods which User has set in Device. It shall be deemed that User agrees to be bound by any transaction made in MyMo Services by such method, as if made with the use of Passcode as stipulated in Clause 4.

7. User must keep and maintain Activation Code and Passcode in a safe place, must act in a careful manner not to allow other persons to know, and must keep and maintain them to be confidential information of User only. Any disclosure or consent or other involvement, either directly, indirectly, or negligently which result in the other person coming to know Activation Code or Passcode in any way, shall constitute a breach of Relevant Terms. In case any damage arises from such event, User shall be solely responsible for such damage.

User is authorized to change Passcode by himself or herself by following the procedure stipulated in Application.

8. In the case that User's Passcode or Device is defective, lost, or stolen, User must notify Bank immediately by calling Call Center numbers 1143 or 02-119-0000 or other numbers that Bank has informed User in accordance with Relevant Terms or contact a branch of Bank, to cancel MyMo Services.

User agrees that any transaction made by use of Passcode prior to the termination of MyMo Services by Bank shall bind User with full responsibility.

In case that User forgets Passcode or enters Passcode incorrectly more than the number of times stipulated by Bank, User must contact Bank to set up a new passcode at any branch of Bank.

9. When completing transactions of transferring money, making payment for products and services, or any other type of payments in accordance with the stipulated procedures, User agrees that such action is deemed to be User's instruction to Bank to deduct the money from Deposit Account immediately in the amount so specified and to transfer money to the account specified by User. In the case the applicable transaction has a transaction fee and/or service fee which must be paid to Bank, User further authorizes Bank to deduct the transaction fee and/or service fee from such Deposit Account. User may verify the transaction result through Device and may record the result of the transaction or retrieve data and records of the previous transactions in accordance with Relevant Terms. In case that the data of transaction results recorded by User is different from the data recorded in Bank's system, User agrees that the data recorded in Bank's system shall be treated as accurate and final.

However, in the event that an error of the payment / transfer is not caused by Bank, User will check and directly requesting money with User disputing party, or directly refund the money to User disputing party, and if User have any defence and/or claim, they will deal with each other by themselves.

10. User agrees and acknowledges that in case of transferring money, paying or making any transaction in advance by accessing MyMo Services which have to set up scheduled transaction, Bank will process the transaction as scheduled only when Bank can debit the said amount of money from the User's account at the effective date indicated by the User with added to the fee, service charge or any fee that have to pay to the Bank as specified by the Terms and Conditions of the said transaction. In case the said transaction has been scheduled on a monthly basis, and there was no such day in that month, Bank will process the transaction at the end of the month. The User can change or delete the transferring money, paying or making any transaction in advance that have been scheduled by following the instructions indicated by the Bank. In case that MyMo Services have been canceled or deactivated and the User does not cancel or delete the scheduled transaction, it is considered that the transferring money, paying or making any transaction that have been scheduled in advance shall continue to be effective. The scheduled transfer in advance by accessing MyMo Services will be processed when the Beneficiary Bank Account is Government Savings Bank Account only, unless the Bank specifies otherwise.

11. User agrees that under MyMo Services and Relevant Terms, User's Deposit Account with Bank pursuant to the consumer information file ("CIF"), whether current or in the future, is the information User can have access through MyMo Services. User can set up settings to have access to or make any transaction through one or more accounts.

12. User can use the money transfer service to transfer money to transferee who is also a user of MyMo Services, by simply indicating the mobile phone number of the transferee given to Bank for use of MyMo Services, instead of the account number of the transferee. Amount transferred by this method shall be credited only to the Deposit Account of the transferee which the transferee notified Bank that it is the transferee's main account in the transferee's request form.

13. User acknowledges that in case of processing the transaction by accessing MyMo Services between 11:00 p.m. – 12:00 a.m., Bank will record and update the transaction in the system on the next day.

14. User can check the service limit information for each type of service under MyMo via the MyMo application or through other channels specified by the Bank. The User may also adjust their transaction limits themselves via MyMo, subject to the Bank's Terms and Conditions.

15. User agrees to pay fees, expenses and/or other service fees related to the use of MyMo Services and other types of MyMo Services at the rate specified by Bank, including fees, expenses and/or other service charges that the Bank is entitled to charge and authorizes Bank to deduct the amount money from the Deposit Account at the rate specified by in the Relevant Terms. If Bank is unable to deduct money from such account, User agrees that Bank has right to cancel or suspend the use of MyMo Services in whole or in part, without advance notice to User, provided that Bank still has right to collect the outstanding amount of fees, expenses and/or service charges from User.

16. User warrants that any data, pictures, symbols or marks displayed by User in Application, belongs to User or that User lawfully has the rights to use the same and such use does not contradict or violate any law, public order or good morals. User is solely responsible for all damages that may arise from the use of such data in Application, regardless of whether or not the damages incurred by Bank or any third party.

17. User warrants that User has full rights and the capacity in accordance with the law to use MyMo Services and enter into any relevant transactions. Bank has no duty or obligation hereby to ensure the accuracy or completeness of the transactions made by User through MyMo Services.

18. In the event that Bank knows that there is an error in depositing, withdrawing, or transferring money to account or any other error, User agrees to allow Bank to immediately rectify an error in accordance with Bank's method without notifying User. In case that User finds any transaction or record under MyMo Services is faulty, incorrect, or abnormal, User must notify Bank immediately with information of all transactions, including date and time of transaction, related account number, transaction type, amount, and transaction reference code and must contact Bank with relevant evidences and, if requested by Bank, attach a copy of a blotter that User has reported to the police as evidence. User consents Bank to verify the information received from User according to Bank's methods in all respect, and to complete the correction of information without prior notification and Bank will notify the user later.

If Bank has corrected or has acted in any way on any defect or anomaly as reported by User and Bank finds that such defect or anomaly is caused by User, User agrees to compensate Bank for any damages or costs incurred by Bank with interest or authorizes Bank to deduct such amount of money from User's Deposit Account to compensate Bank without prior notification and the user will be notified later.

19. User acknowledges and accepts that Bank is only the service provider of MyMo Services which is provided only for the convenience of its Users. Bank has no responsibility, participation, or action in any way with any person related to User under MyMo Services, either directly or indirectly. In case User or such other person has any dispute, legal arguments, and/or claim between themselves, User agrees to take actions, claim, and/or against such other person by himself or herself.

20. Bank agrees to liable to User, if Bank violates an order or omits an instruction of User in relation to money transfer or payment transactions, which has resulted in User or related persons not receiving money in full from the transfer or the payment within the period of time prescribed in Relevant Terms. Bank reserves the right to provide or refrain from providing any service or taking action in accordance with User's instruction via MyMo Services at its sole discretion, and Bank shall not liable to User or any other person for any damage caused to User or third persons, under the following circumstances:

20.1 The Deposit Account has insufficient balance, credit account has insufficient financial balance, or the credit limit has been suspended.

20.2 The competent authority informs Bank that User or assets of User has been under the legal proceedings.

20.3 Bank has informed User of difficulties in its operations before or during the transaction.

20.4 User does not comply or violate Relevant Terms or fails to comply with Bank's reasonable request for additional document to be submitted.

20.5 Bank has the reason to believe that a transaction is or is likely to be contrary to good morals, law, or public order.

20.6 Bank has a necessary cause or reasonable interruption that preventing Bank from carrying out any instructions of User which Bank has notified User without delay.

21. User agrees that the use of MyMo Service is subject to risks which arise from using services associated with network communication systems, regardless of whether it is an internet network or any other communication network. In any event, Bank shall not be held liable for any error or problem arising from the use of MyMo Services which is attributable to the operation of such network communication service providers or Device(s).

22. Users acknowledge that The Bank processes personal data under the Personal Data Protection Act as follows:

22.1 The Bank processes personal data. By collecting, using and disclosing personal information of customers or service users in order to contact, notify, investigate, analyze data or confirm information about the account or the use of services by customers or service users and for the processing of financial or transactional data. account details and/or personal information and/or information of the service users in connection with the use of the services and/or that are with or in the possession of the Bank.

22.2 The Bank processes personal data. By collecting, using and disclosing personal information of customers or service users for examining customer or service usage information Examination of suspicious transactions to follow. To be in line with the relevant laws, rules, regulations currently in force and that will be amended or added in the future applicable to the Bank.

22.3 The Bank will not use the collected personal data of customers or users or interested parties for purposes other than the legitimate purposes. And will not sell, transfer or distribute such personal information to third parties. without obtaining the consent of the data subject Except for exceptions that do not require consent from the data subject as required by law.

22.4 The Bank may disclose personal data of customers or service users. If it is information that is lawfully disclosed to the public or to comply with a court order or a government agency's order for the benefit of the investigation of the legal authorities or court proceedings or other cases as required by law.

22.5 In the event that the Bank has hired other agencies to take any action regarding the processing of personal data by collecting, using and disclose personal information on behalf of or on behalf of the bank or service provider, whether related to information technology communication work follow-up tasks or risk management and supervision work or for any other purposes necessary for significant bank action or to enable the Bank to provide fair and continuous services The Bank has a requirement for the department that the bank has employed to maintain confidentiality and provide appropriate personal data security measures in accordance with the standards required by law and prohibits the use of such personal data for purposes other than those specified by the Bank.

In this regard, service users can check the Government Savings Bank announcement on Personal Data Protection Policy according to the Personal Data Protection Laws and more details about the Privacy Notice at <https://www.gsb.or.th/other/privacy-notice/> Service users are responsible Also notify such person of the details of the processing of personal data in accordance with the said privacy notice.”

23. User agrees that Bank may record any and all conversations between User and Bank and/or store and/or record and/or process the information relating to User and/or transactions relating to the use of MyMo Services and/or taking any action relating to the use of MyMo Services, for the purpose of Bank's service improvement. However, Bank will notify User before recording of such conversation.

24. User warrants that all User's documents, information, and any details provided to Bank, in any form, is accurate, complete, and up to date for Bank to use in the provision of its services and updating its information systems.

25. User agrees and accepts that when Bank sends messages, information, documents, or any statement relating to MyMo Services (the "Statement") to User via Application or Mobile Phone Number or e-mail address or postal address as indicated in Request Form or as User may change at a later date, it shall be deemed that such Statement has been duly sent by Bank and has been fully acknowledged by User.

26. User may amend or change the information that provided to Bank for the use of MyMo Services by informing Bank in writing, or other methods as specified by Bank.

27. User agrees that Bank has the right to amend, add, or change the Relevant Terms as follows:

27.1 Any changes to fees, service charges, or other expenses related to the MyMo service, or changes that affect User's ability to use the service, will be notified to User in advance within a reasonable period as deemed appropriate by the Bank or as required by law.

27.2 Changes to the maximum daily transaction limit via MyMo, adjusted to suit User needs and circumstances, will be notified to User in advance within a reasonable period as deemed appropriate by the Bank or as required by law.

27.3 A change of service conditions that cause addition burdens or risks to User. Such changes will be effective upon User's consent.

27.4 In case of change in other Relevant Terms, Bank will notify User in advance; and

27.5 If there are any laws and/or regulations requiring Bank to undertake specific changes in conditions, User agrees and consents to Bank to comply with such laws and/or regulations

28. Right to suspend and/or cancel Bank's services

User agrees that Bank has the right to suspend and/or cancel any services at any time, in whole or in part, or only for any specific User, provided that Bank will notify User in advance. In the event that Bank is unable to provide advance notice, Bank will notify User as soon as possible, except in the following cases which User agrees that Bank has the right to suspend and/or cancel the service in whole or in part immediately as Bank deems appropriate, without advance notice to User and Bank will not be responsible for any damage resulting from such action;

28.1 User does not register for the first time within 11:00 PM the following day from the date completion of the MyMo subscription process or any period specified by the Bank;

28.2 Any information, details, certifications, or confirmations provided by User is inaccurate, or may be materially misleading;

28.3 There is a fact that Bank believes that the information and/or details that User notified Bank to perform, the use of service User may cause negative consequences, or may affect the rights of Bank or others, or there is a risk that User has an unlawful purpose, or may contrary to public order or good morals, or may cause Bank to violate the law, regulations, or any order, and or any request for cooperation, rules or order of Bank and/or Bank of Thailand, and/or inspector, or department that has authorities to control or supervise Bank;

28.4 There is a fact that Bank can believes that User's use of MyMo Services may not be unusual as Bank's purpose of providing service, including using MyMo Services as a payment agent;

28.5 Bank has examined the information and found that User is a designated person in UN List/Thailand List or Sanction List (OFAC List/EU List/UK List);

28.6 If Bank detects that User has falsified the information and/or subrogate any person, whether such person has consented or not in applying for this MyMo Services, and regardless the fraudulent intention of User;

28.7 To prevent damage that may occur to User, if Bank detects that there is a risk of damage due to User's equipment being adapted, the mobile phone network, and/or any other reasons e.g., Jailbreak or Root;

28.8 If User breach any of the Relevant Terms, including non-payment of fees/ service charges/ expenses/ penalties/ taxes (if any) that incurred;

28.9 Bank is unable to deduct money for processing in accordance with this conditions of service;

28.10 When Account User died , vanished and adjudged incompetent or quasi-incapable.

28.11 Bank must comply with laws, policy, regulations, rules, ordinances, or order and/or the request for cooperation from any court, or legal authority, or the government agencies that has authority over Bank;

29. If User intends to cancel MyMo Services, User must notify such intention to Bank in writing at any branch of Bank or notify through other channels as specified by Bank on its Website.

30. If any Relevant Terms become void or unenforceable for any reason, User and Bank agree that such void or unenforceable term will not affect any other valid Relevant Terms, and such remaining Relevant Terms shall continue to be valid and enforceable.

31. User acknowledges that Bank's decision to waive or selectively apply any one of its rights or not exercise such rights in accordance with Relevant Terms or the law, does not imply that Bank has relinquished any of its rights or shall be.

32. User acknowledges that Relevant Terms have been made available in Thai and English. The English version of Relevant Terms is for the sole purpose of facilitating a better understanding of User.

33. User agrees and accepts that the terms in Request Form and Relevant Terms are enforceable under Thai law and Thai court shall have the exclusive jurisdiction over any dispute which may arise from such terms and Relevant Terms.

34. User agree that in the event the message appears in the Relevant Terms in each channel are inconsistent, the Relevant Terms appeared in the Website shall be the one that effect. Where the Relevant Terms of each service do not specify any specific matter, Terms and Conditions for using MyMo Services shall apply. Where the Relevant Terms of each service are specifically detailed in any particular matter which is contrary to or inconsistent with the Terms and Conditions for using MyMo Services, the Relevant Terms of each service shall be apply, and the Relevant Terms of each service are deemed to be part of Terms and Conditions for Using MyMo Services. In the event of any interpretation or dispute in relation with the MyMo Services, User will comply with Bank's decision, and User agree to not argue and/or claim for damages, or compensation for any loss from Bank.

35. User acknowledge that User's use of MyMo Services is subject to the laws, rules, regulation, ordinances, orders, manuals, cooperation request, any criteria of Bank of Thailand, court, regulators, and any other authority (depending on the case), both now and will be in the future, if there is an amendment in the relevant laws and regulations. User agree that by using of MyMo Services, User shall comply with such amended relevant laws and regulations immediately as Bank will notify User. If User violates or fails to comply with the relevant laws or regulations and it caused Bank to be fined, damages, and/or expenses, User agree to liable in such fines, damages, and/or expenses to Bank.

36. In case User has any queries or complaints about MyMo Services, please contact Call Center numbers 1143 or 02-119-0000 or other telephone numbers that the Bank informed in accordance with the relevant Conditions or contact GSB's Branch. The number of contact channels could be changed, increased or decreased in the future, the Bank will inform on GSB's website or other channels to be further specified by the Bank.