

TERMS OF USE FOR UOB TMRW

THE ACCESS AND/OR USE OF THESE SERVICES, FUNCTIONS AND FEATURES, INCLUDING OUR ONLINE BANKING, OUR WEBSITES AND THE UOB TMRW APPLICATION (COLLECTIVELY, THE "DIGITAL SERVICES") IS PROVIDED TO YOU BY UNITED OVERSEAS BANK (THAI) PUBLIC COMPANY LIMITED THROUGH THE SUPPORTING SERVICES OF ITS PARENT BANK, SUBSIDIARIES, AFFILIATES AND BRANCHES (COLLECTIVELY, "UOB" OR "US"), SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

BY ACCESSING AND/OR USING THE DIGITAL SERVICES, YOU AGREE AND CONSENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS AND/OR USE OF THE DIGITAL SERVICES.

1. Disclaimers

1.1 While we endeavor to take care in preparing the contents of the Digital Services, such contents are provided on a 'AS IS', and 'AS AVAILABLE' basis. No warranty of any kind, implied, express or statutory, including without limitation, any warranty of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose, accuracy, reliability, and freedom from computer virus or cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses or other similar harmful components, is given in conjunction with the Digital Services, or its contents, including any Third Party Links.

1.2 The contents of 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. You should at all times consult your professional advisers and obtain independent verification of such information and data before making any decision based thereon.

1.3 You acknowledge and accept that the inherent nature of the internet and/or telecommunications services is such that transmissions may be subject to interruption, interception, hacking, fluctuation, inaccuracy, defect, corruption, loss, connection error, transmission blackout, delayed or failed transmission and/or incorrect, garbled or incomplete data transmission.

1.4 To the fullest extent as permissible under the applicable laws, we will not be liable for the breakdown, interruption, failure, closure or malfunctions in the internet or communications facilities which are not under our reasonable control that may affect the accuracy, authenticity or timeliness of any transmission that may be sent.

1.5 While we endeavor to put in place the necessary security measures, we do not guarantee that emails, short message service (SMS), and any other messages sent via the Internet, the Digital Services, or your mobile phone, will be completely secure. To the fullest extent permissible under applicable laws, we are not liable for any damages incurred or sustained by you in connection with or arising from any email, SMS, and any other messages sent (whether to us, or by us) via the Internet, the Digital Services, or your mobile phone.

2. Intellectual property rights

2.1 Except as otherwise expressly stated in the Digital Services, the patents, copyrights, trade secrets, trademarks, service marks, graphics, images, logos and all other intellectual property rights in the Digital Services and its contents; including improvements, developments, ideas, concepts, know-how or techniques submitted through the Digital Services (collectively, "**Intellectual Property**") is owned by us.

TERMS OF USE FOR UOB TMRW

2.2 No part hereof may be used, downloaded, reproduced, distributed, published, modified, displayed, broadcasted, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without our prior written permission. Further, you may not, without our prior written permission: (a) insert a hyperlink to the Digital Services or any part thereof on any other websites or 'mirror' any material contained on the Digital Services on any other server, or website; and/or (b) insert a link to the Digital Services.

3. Links

We may provide links to websites, software, mobile applications and platforms owned, controlled or offered by third parties ("**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 and/or use. For the avoidance of doubt, by creating a link to Third Party Links, we shall not be construed as endorsing or recommending any product or service offered, or as verifying any information contained in any such Third Party Links. Accordingly, we will not be responsible for any and all information, materials, products or services (or any failure thereof) contained in or offered at any such Third Party Links linked to the Digital Services.

4. Collection, Usage and Disclosure of Information

If we collect, use and/or disclose any information which relates to or is regarded as personal data under the applicable personal data protection laws including the Personal Data Protection Act B.E. 2562 (2019), as amended from time to time (collectively the "**Personal Data Protection Laws**"), we shall adhere to the Personal Data Protection Laws governing the collection, use, disclosure, access, correction, maintenance and protection of such personal data, as well as our Privacy Notice.

For the purpose of this Clause, the **Privacy Notice** means the document, provided and/or announced by us from time to time in connection with the Personal Data Protection Laws to the relevant individuals, that designates all means and rationales for us to collect, use, disclose and manage the individuals' personal data, and shall be deemed an integral part of these terms and conditions.

To the extent permitted by the applicable laws, the disclosure of personal data, information of credit/service, history, status, electronic information and any other information relating to you shall be made to our parent company, associated companies, subsidiary companies, group companies, affiliated companies and/or branch offices of any of those entities (either located domestically and/or internationally), including directors, employees, contractors, outsourced service providers, representatives, agents, business facilitators, subcontractors, business partners that jointly develop co-branded products to support our services, or for the benefit of debt collection, auditors, appraisers and professional advisors of any of those entities, security providers, guarantors, mortgagors, pledgers (if any of those persons is a third party), assignee, governmental authorities and regulatory bodies having authority over us, or any person who has a legal relationship with us to the extent necessary for the performance of our obligations under these terms and conditions, including for the purpose of analysis or consideration for granting a credit facility, debt restructuring, renewal or review of any available credit facility, processing of credit information, digital verification of individuals' identity, business operation, any provision of services in order for us to equitably and continually provide services to the customer or for any other purposes permitted by law.

TERMS OF USE FOR UOB TMRW

Notwithstanding the foregoing, you agree and consent that we shall be entitled, to the extent permitted by law, to maintain, collect, use, disclose to any third party (either domestically and/or internationally) and access your data which is not regarded as personal data under the Personal Data Protection Laws, as we deem appropriate.

The Privacy Notice, the provision of this clause and such other provisions in these terms and conditions of which their respective nature is intended to continue post-termination, shall survive any termination or expiration of these terms and conditions or any services, financial services provided by or to us or credit facilities provided by us including any agreements or arrangements relating thereto.

5. Availability

5.1 The Digital Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

5.2 We may terminate your access and/or use of the Digital Services at any time without notice and without assigning any reason therefor.

5.3 Notwithstanding anything in the Digital Services, your eligibility for all products and services on the Digital Services is subject to our acceptance.

5.4 The contents of the Digital Services and/or made available through the Digital Services, including these terms and conditions, are subject to change and may be modified, deleted or replaced from time to time and at any time at our discretion, with a prior reasonable notice to you via a channel as we deem appropriate in accordance with the relevant laws and regulations.

6. Exclusion of liability

To the fullest extent permissible under applicable laws, we shall not be liable in any manner whatsoever for any damage, loss or expense including without limitation, direct, indirect, special, or consequential damage, or economic loss arising from or in connection with:

(i) your access or use of the Digital Services, or your inability to access or use the Digital Services;

(ii) your reliance on the contents of the Digital Services and/or made available through the Digital Services;

(iii) any instruction or transaction performed via the Digital Services;

(iv) any loss or abuse or unauthorized disclosure of information, including customer information; or

(v) any system, server or connection failure, error, omission, interruption, interception, delay in operation or transmission, or computer virus, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses or other similar harmful components.

7. Governing law, jurisdiction and language

7.1 By accessing the Digital Services, you agree that such access and/or use, as well as these terms and conditions shall be governed by, and construed in accordance with, the laws of Thailand and you agree to submit to the non-exclusive jurisdiction of Thai courts

7.2 If there is any conflict or inconsistency between the English-language version and the Thai-language version of these terms and conditions, the Thai-language version shall prevail.

TERMS OF USE FOR UOB TMRW

8. Severability

If any provision of these terms and conditions is found to be void, illegal, invalid or unenforceable, the other provisions of these terms and conditions will not be affected.