

Applicant Qualifications for K-Payment Gateway Service

1. Be a company/partnership legally registered in Thailand.
2. Have a fixed business location in Thailand that is appropriate and are respected
3. Not contrary to the Law, accepted public morality or government regulations or any credit card institution. The typed of business to be prohibited shall be as follows;
 - Drugs
 - Gambling
 - Matchmaking services
 - Pornography or sex-related services
 - The Merchant Aggregator which links K-Payment Gateway services from the Sub-Merchant website or any other website which is not registered with the Bank.
 - Cigarettes, tobacco or other addictive substances
 - Counterfeit and pirated products
 - Weapons or parts thereby
 - Time-sharing business, etc.
4. In case the Merchant provided services as Cyber Mall the Bank reserves the right to provide service at the Bank's discretion on a case-by-case-basis.
5. Must never have had negative entries to their credit record as a card accepting merchant with any financial institution.
6. Must have their own URL that can be linked to the Bank's online systems. The registrant's name must be the name of a company/partnership, or the name of the managing director/general manager that is the authorized signatory of the business named in their Certificate of Registration for the company/partnership.
7. Must have been in business for at least three years and have registered capital of not less than THB2 million.
8. Have a current or savings account at the KBank branch where the application is required at the branch that such account is opened.
9. Must place a guarantee deposit on the use of K-Payment Gateway services with the Bank, the amount of which will be set by the Bank. The applicant will be informed of the required amount after submittal of the application.
10. Must accept responsibility for all conditions, fees and other expenses incurred with their application for K-Payment Gateway, service activation, account opening, etc.



11. The Bank reserves the right to the final decision on whether to approve applications for K-Payment Gateway service as a credit card accepting merchant in accordance with the policies prescribed by the Board of Directors.

I hereby acknowledge applicant qualifications for K-Payment Gateway service and accept the terms and conditions for approval of credit card accepting merchants for K-Payment Gateway service, as mentioned above.

Company seal

Signed..... Authorized signatory
()

Remarks: Please fill in all required information and attach additional documents with company's authorized signature and stamp. KBank reserve the right to process qualified and completed application.

Application for Credit Card Accepting Merchants for K-Payment Gateway Service

Date

Merchant Information

Registered Name (legal)

Thai:.....

English:.....

Trade Name

Thai:.....

English:.....

Business Owner or Authorized Person

Thai:.....

English:.....

Located at.....Trok/Soi.....Road.....

Tambon/Khwaeng.....District/Khet.....Province.....Postal Code.....

Present Status (Please select only one)

- is a KBank credit card accepting merchant, with merchant code No.
- is not a KBank credit card accepting merchant (Please specify)
 - Previously used another bank (Please indicate bank).....
 - Never used other banks

KBank financial products/services provided to Merchant

- At contact branch (Please specify)
- Commercial Loan
- Cash Management
- Trade Finance
- Other (Please specify).....

Domain Name/URL Used by Merchant for Account Service

I/ We would like to apply for a merchant account for Domain Name/ URL (Example:

<http://www.kasikornbank.com>):

Remarks: The registrant's name must be the name of a company/ partnership, or the name of the managing director/ general manager that is the authorized signatory of the business named in their Certificate of Registration for the company/ partnership.

Currency

I/ We would like to apply for K-Payment Gateway service using:

MCC (Multi Currencies) for receiving payments selected by the Merchant for goods/ services in the following currencies (Please select the currency)

- | | |
|-------------------------------|------------------------------|
| <input type="checkbox"/> Baht | <input type="checkbox"/> USD |
| <input type="checkbox"/> EURO | <input type="checkbox"/> JPY |
| <input type="checkbox"/> GBP | <input type="checkbox"/> AUD |
| <input type="checkbox"/> NZD | <input type="checkbox"/> HKD |
| <input type="checkbox"/> SGD | <input type="checkbox"/> CHF |

DCC (Dynamic Currencies Conversion) where the Bank will handle the calculation of amounts and currencies appropriate to the credit cards used in payments.

Information on Merchandise

Types of goods and services being sold:

.....

Minimum price of goods/ services.....Baht Maximum price.....Baht

Approximate sales via K-Payment Gateway per month

Sales valueBaht Sales volume..... (items)

Delivery (Please select only one)

- | | |
|--|--|
| <input type="checkbox"/> No delivery required (for services) | <input type="checkbox"/> Merchant's delivery service |
| <input type="checkbox"/> Postal Mailing | <input type="checkbox"/> Other (Please specify)..... |

Return of Goods and Refund (Please select only one)

- Refunds not allowed
- Goods can be returned for refund (Please identify):
- In full amount
- Equal to.....% of the purchased amount if refund is made within.....days after the purchase date

Merchant's Bank Account to Receive Merchandise Payment via K-Payment Gateway

KASIKORNBANK PCL. Branch.....

Type of account.....

Account number - - - Account name.....

Merchant's Bank Account to Receive Payment of Rebates from K-Payment Gateway on DCC (if DCC is selected)

KASIKORNBANK PCL. Branch..... Type of account.....
 Account number - - - Account name.....

Merchant Premises (Please select only one)

- Owned Rented (Please attach a lease contract)

Starting date (day/ month/ year).....Lease Expiry date (day/ month/ year).....

Business Owner/ Major Shareholders' Information

- Name and surname.....
 National ID card no.....
 Address.....
 Tel.....
- Name and surname.....
 National ID card no.....
 Address.....
 Tel.....
- Name and surname.....
 National ID card no.....
 Address.....
 Tel.....

Referring Sales Agent(s) (if any)

- Name of company..... Tel.....
- Name of company..... Tel.....
- Name of company..... Tel.....

Other Businesses in which This Company holds Shares (if any)

- Name of company..... Tel.....
- Name of company..... Tel.....
- Name of company..... Tel.....

Contact with Other Banks (if any)

1. Bank.....Account No..... Type of account.....
2. Bank.....Account No..... Type of account.....
3. Bank.....Account No..... Type of account.....
4. Bank.....Account No..... Type of account.....
5. Bank.....Account No..... Type of account.....

Other KBank Products/ Financial Services Desired (please select only one)

- No
- Yes (please specify)
 - Commercial Loan
 - Cash Management
 - Trade Finance
 - Others (please specify).....

Contact Persons

1. Name..... Tel..... E-mail.....
2. Name..... Tel..... E-mail.....
3. Name..... Tel..... E-mail.....
4. Name..... Tel..... E-mail.....

Details of goods/service transaction orders via K-Payment Gateway and Usage data for Online Merchant Reporting

Details of Payment Acceptance via K-Payment Gateway

I/ We agree to accept payment for goods and services made via credit cards:

Types of accepted credit cards (Please select only one.)

- All VISA and MasterCard and JCB cards
- Some cards (Please specify)
- Private VISA Card
- Business/Corporate/Commercial VISA Card which is not registered with Verified by VISA (In this case the Merchant is on its risk that the Cardholder may refuse to be the person who made an order.)
- Private MasterCard Card
- Business/Corporate/Commercial MasterCard and Debit Card which is not registered with MasterCard Secure Code (In this case the Merchant is on its risk that the Cardholder may refuse to be the person who made an order.)
- JCB Card

Credit card issuing countries (Please select only one.)

- All countries
- Thailand only
- Foreign countries only

Method of settlement (Please select only one)

- Manual Merchant performs order settlement or voids orders themselves
- Semi-Auto Merchant is able to void orders before 9 p.m. of the transaction date, otherwise settlement will be automatic.
- Auto Settlement will be automatically concluded at 9 p.m. No manual cancellation is allowed.

Data Users for Online Merchant Report

Create a Username for the Online Merchant Report as desired. (You can request one Username for each level of user.)

Level of User	Permitted Usage	Desired Username
Administrator	<ul style="list-style-type: none"> - Transactions and data inquiries - Data updates - Settlements - Voiding of transactions 	-----
Normal User	<ul style="list-style-type: none"> - Transactions and data inquiries only 	-----

*The Username must consist of at least 8 but not more than 11 characters, the first three of which represent the code of the Bank branch where your account is opened.

Website information of merchants that accept credit cards on K-Payment Gateway

Credit Card Approvals

Does the merchant want real-time confirmation of credit card approvals from the Bank?

- Yes. The Bank will send the information of credit approvals to your Server immediately (SSL must be installed).
- No. Merchant can check the transaction orders through the Merchant Reporting Application.

If you want confirmation, please provide the following information:

- Respond to the URL of the shop (For example, <https://kasikornbankshop/pmgwresp.asp>, etc.

.....

- IP Address of the merchant's computer machine that is used to get Response Message from the Bank.

.....

- Type of SSL (Secure Socket Layer):

- 128 bits 40 bits

SSL Certificate Issued by:

- Verisign Entrust Baltimore

- Thawte Other, please specify.....

Issue date (dd/ mm/ yy).....

Expiry date (dd /mm/ yy).....

Concerning SSL:

- The merchant has SSL on their own server.
- The merchant shares the SSL system of a host server (e.g., that of a Web Hosting service provider).

System Developer

System Developer (Website Design Company).....

Name of System Developer

Office PhoneMobile Phone

E-mail Address

Terms and Conditions for Online Credit Card Payment via K-Payment Gateway Service

The Terms and Conditions in this agreement are made between KASIKORNBANK Public Company Limited (hereinafter referred to as “the Bank”) and the business owner dealing in the sale of goods and/or services (hereinafter referred to as “the Merchant”) who wishes to apply for goods and/or service (“Merchandise”) payment transaction services for their customers using credit cards issued by KASIKORNBANK Public Company Limited (hereinafter referred to as the “Bank”) and/or other VISA or MASTERCARD or JCB account where the Bank is a member or authorized payment transaction agent, or the same service for any other credit card that the Bank extends service to (hereinafter collectively referred to as the “Credit Card”). The service provided will allow customers of the Merchant using a Credit Card (hereinafter referred to as the “Cardholder”) a convenient method of making payments. The Bank agrees to provide the above services; therefore, the Merchant hereby executes this Merchant Agreement in favor of the Bank with the following terms and conditions:

Clause 1. Terms and Conditions

1.1 The Merchant offers goods and/ or services (hereinafter called the “Merchandise”) for sale to interested persons by presenting descriptive information via the internet media, which may hereafter be approved by the Bank, so the credit cardholder (hereinafter called “the Cardholder”) can pay for goods and/ or services via credit card collection services. However, the goods and/or services being offered for sale by the Merchant shall not be contrary to accepted public morality, custom, law or government regulations presently in force or that enter into force, or are deemed contrary to the image of the Bank, VISA International Service Association or MASTERCARD International Incorporated or JCB International Company Limited or any credit card institution which the Bank extends service to in the future.

In the event that the Merchant fails to comply with the above conditions, or offers to sell Merchandise that are food products, medicines, medical devices, methods of gambling, pornography, sex-related services, matchmaking services, cigarettes and/or other addictive substances, or internet/computer-based items such as software, songs, movies that the Merchant is not the copyright owner or licensed distributor of, or is unable to gain legally binding copyright permission, or attempts to sell any other type of Merchandise which the Bank prohibits in the future shall be cause for the Bank to terminate this Agreement, and the Merchant’s prerogatives under this Agreement shall be automatically cease. In the event that there are any losses and/or damages incurred to the Bank by the Merchant, the Merchant shall be responsible to the Bank for those losses and/or damages and/or any expenditure that has been incurred by the Merchant.

1.2 The Merchant shall, at their own expense and action, accept purchase orders and deliver the goods and/or services upon demand by the Cardholder and be subject to the commitments advertised through the medium mentioned in clause 1.1, while the Bank is not bound to any obligation in this matter.

1.3 If the goods and/ or services are offered for sale via the Internet, the Merchant shall follow the following procedure:

1.3.1 The Merchant shall require the Cardholder to fill in their credit card information on the Bank's website. The Merchant shall not however, keep any Cardholder information after completion of the transaction. In the event that it is necessary to keep such information it is a condition that the Merchant shall strictly comply with Payment Card Industry Data Security Standard (PCI DSS) of VISA International Service Association and MASTERCARD International Incorporated or JCB International Company Limited or any other credit card company that the Bank joins in the future.

1.3.2 The Merchant shall integrate their website with the KBank's K-Payment Gateway in the method determined by the Bank in order that they may transfer the order data, such as the order amount and invoice number, to the Bank's payment system and that the Cardholder shall input their card information on the Bank's system to request for approval. If approval is granted for the purchase, the Bank shall inform the Merchant of the approval, so that the Merchandise can be delivered to the Cardholder in due course.

1.3.3 The Merchant shall deliver the Merchandise bought in accordance with the standards advertised by them, and the Cardholder shall receive the goods in good condition – not defective – within 15 (fifteen) days after the purchase order is accepted. Furthermore, the Merchant shall keep and retain all acceptance receipts, warranty certificates and/ or acknowledgements of receipt signed by the Cardholder for at least 18 (eighteen) months.

1.3.4 If the Merchant requires that the cost of Merchandise be payable in a foreign currency, and when the charge incurred by the credit card is transferred to their account, the Merchant agrees that the Bank shall credit the account with the net amount expressed in Baht, less the collection fees and VAT at the latest exchange rate applicable on the date of credit. In this respect, the Buying Rate of the Export Sight Bill shall be applied less the discount rate specified by the Bank for crediting the sales slip expressed in foreign currency to their account, then multiplied by the amount of the charge expressed in foreign currency on the sales slip.

1.3.5 The Username determined by the Merchant for use with these services must consist of at least 8 (eight) characters and not more than 11 (eleven) characters, with the first 3 (three) characters representing the numerical code of the Branch where the Merchant credit the account, followed by English letter(s) or numerals, or both. The Username shall not be the same as that of any other whom currently uses these services.

1.3.6 The Merchant shall transfer the Cardholder's order data from their website to the Bank's system in order that the Cardholder shall submit their card information on the Bank's payment page to request for approval. The Merchant shall perform the settlement of the payment transaction on their computerized system using the programs determined by the Bank plus their own Username and Password, after the Merchandise is sent to the Cardholder or at the end of each day. It is a condition that transactions must be settled to the Bank within 5 (five) days after the purchase order is accepted and the credit use is approved by the Bank.

In the event that the Merchant cannot complete processing of the order settlement within 5 (five) days for any reason, the transaction shall be canceled on their computer using the programs determined by the Bank within 5 (five) days after the order is accepted, and the Merchant shall waive the right to claim any damages or losses from the Bank incurred from such event.

1.3.7 The Merchant shall post certain announcements on the website indicating that the Cardholder expressly agrees to the Bank collecting on transactions based on the credit card number given to the Bank.

1.3.8 The Merchant shall clearly specify the following data on their website for the Cardholder's information

- Contact information such as their telephone number and email address
- Location and country of the Merchant
- Description of goods and or services offered
- Currencies accepted for payment
- Shipment policy
- Cancellation and return policy and/or service policy

1.3.9 The Merchant shall not sell Merchandise at a price to the Cardholder higher than the price set for other customers. The Merchant shall not cause the Cardholder to pay any charge or fee that the Merchant pays the Bank, or any expense incurred due to the Cardholder paying by credit card. In the event that there is any privilege offered to general customers such as a discount or gift, the Cardholder shall be entitled to receive such privileges as other customers.

1.4 All purchases of goods and/ or services by the Cardholder, regardless of the value, shall always be subject to their credit limit approved by the Bank. The Merchant shall ask for Bank approval on the amount of the purchase order through the automated system or other means determined by the Bank.

If a purchase order has an unreasonably high value or is suspicious for any reason with respect to the Merchandise ordered by the Cardholder, the Merchant agrees that the Bank may check the order or require further information and documents from the Merchant prior to the delivery of the Merchandise.

The Bank will not credit the Merchant's account with the charged amount until that amount has been collected from the Cardholder.

1.5 If the Merchant offers the goods and/ or services for sale via the Internet, or if they have made arrangements with the Cardholder on placing an order by giving their credit card number verbally or in writing, and if the Bank has learned from the Cardholder that they have placed no purchase order with the Merchant for such goods/ services, the Bank shall promptly cancel the pending collection from the Cardholder. If the collection has been completed, the Bank shall refund the collected amount fully to the Cardholder. In this event, the Merchant agrees that the Bank may forthwith debit their account for the refund returned to the Cardholder, including other such expenses incurred with respect to the particular transaction such as transportation, insurance premiums, etc., without showing any written proof of payment to the Merchant. However, if the Merchant can prove that the Cardholder has placed the order for goods/services, the Merchant will be able to recover the amount paid from the Cardholder in due course.

If the Bank is informed by the Cardholder that the purchase of goods/ services had been canceled within 45 (forty-five) days from the date of order or within 30 (thirty) days from the due date of delivery as agreed in writing, and if the Cardholder can prove that he/she has not received the goods/services, or received them beyond the due date of delivery, or received an incomplete consignment, or defective, unsuitable to the intended purpose, the Merchant agrees that the Bank shall cancel the pending collection from the Cardholder. If the collection has been completed, and if the goods/services so ordered are domestic, the Merchant agrees that the Bank shall refund the collected amount to the Cardholder within 30 (thirty) days after the Cardholder has shown proof of the above defect(s) to the Bank. Or, if the goods/services ordered are from an international source, the Merchant agrees that the Bank shall return the collected amount to the Cardholder within 60 (sixty) days after the Cardholder has shown proof to the Bank. Under these circumstances, the Merchant further agrees that the Bank may forthwith debit the Merchant's account for the refund to the Cardholder.

If the Bank has to refund an amount expressed in a foreign currency due to the Cardholder's foreign account, the Merchant agrees that the Bank may debit the Merchant's account at an amount equal to that required to be refunded in foreign currency to the Cardholder. It is mutually agreed that the amount so debited shall be at the latest exchange rate applicable on the date of return where the Buying Rate on Export Sight Bills shall be multiplied by the amount of currency to be refunded in foreign funds.

1.6 The Merchant hereby undertakes to keep and retain for at least 10 years all records of the sale and delivery of goods and/ or services and shall upon request deliver those records to the Bank within 15 (fifteen) days, including other retained records relating to the Cardholder's consent for card collection services rendered by the Bank until the Cardholder discontinues use of the Merchant's service or until this Agreement is terminated.

1.7 If the Merchant is required to keep the credit card information Cardholder and transaction information either in physical hard copy or electronic form, the Merchant is required to keep such information in a safe place, and shall not disclose such information to any unauthorized person and shall not sell, procure and alter or disclose such information to others. In the event that such information is not used the Merchant shall delete such information to a degree that it is not possible to rewrite or reuse it. If there is any unauthorized access to this information, the Merchant shall inform the Bank at the earliest opportunity.

1.8 In the event that the Merchant proposes changing their business, Merchandise, name and/or name of the Merchant's website, the Merchant shall give a prior written notice to the Bank.

1.9 Throughout the validity of this Agreement, the Merchant shall clearly display a sign or symbol determined by the Bank and Credit Card Institution as a notice that the Merchant is a member of the Internet merchandise payment system via credit card with the Bank. In the event of termination of this Agreement, the Merchant shall delete such sign or symbol of the Bank and Credit Card Institution from their website and any other of their media presences.

1.10 The Merchant shall not authorize any other merchant to utilize their credit card merchandise payment facility via the Internet with the Bank, except with the prior written consent of the Bank.

1.11 In order to provide the above services, the Merchant agrees and acknowledges that the Bank and the Merchant are required to comply with rules and conditions of the credit card company with which the Bank is a member, or becomes a member of at some later date. If there is any change in the regulations or conditions for Merchants, the Bank shall have right to adjust such changed rules and conditions of the credit card company with the Bank's internal system. Furthermore, the Bank shall from time to time inform the Merchant, and the Merchant agrees that further service will be conditional to compliance with such new regulations or conditions

Clause 2. Collection of Payments through Credit Card

2.1 The Merchant must issue the customer a receipt showing the details of payment.

2.2 The Bank shall collect the payment from credit card issued to the Cardholder at such time and amount that the Merchant has informed the Bank. The Bank shall credit the payment collected from the credit card of the Cardholder less the fees per clause 3.1 and VAT to the KBank account of the Merchant on the next business day.

If there are any changes in the above bank account(s) of the Merchant at any time or for whatever reason, the provisions contained herein shall apply to the changed account(s) in all respects.

2.3 If there is a return of the goods, cancellation of service, or reduction in price on the goods and/ or services later, the Merchant shall not refund the Cardholder in cash or by bill, note or any other debt

instrument. The Merchant shall however inform the Bank of the facts so that the Bank can debit the refund from the Merchant's account and credit it to the account of the Cardholder in due course.

Clause 3. Fees

3.1 The Merchant agrees to pay the service fees for payment collections via credit cards to the Bank according to the Bank's designated rates. The Bank reserves the right to adjust the rates provided herein at our own discretion, which shall be notified to the Merchant 30 (thirty) days in advance.

3.2 The Merchant agrees to pay the collection fees and/ or all expenses incurred in compliance with this Agreement to the Bank on each actual transaction.

3.3 If there is a return of the goods, cancellation of service, or reduction in price on the goods and/ or services later occurs that results in the debiting of a refund from the Merchant's account and the refund is paid to the Cardholder, this shall in no way result in the refund of any collection fees earned by the Bank.

Clause 4. Withholding Tax Deduction

In the above fee payments, if the Merchant is a juristic person, the Merchant agree to allow the Bank to deduct withholding tax from the fee on behalf of the Merchant. The Merchant also allows the Bank to issue a Withholding Tax Certificate and submit a list of withholding tax deductions on behalf of the Merchant.

If the Merchant expands their business or opens other branches under the same business name, the Bank must be notified of this. Then, the Bank will issue separate merchant codes to each branch, and the Merchant agrees to authorize the Bank to carry out withholding tax deductions on the new branches as mentioned above. This authorization shall act as a letter of consent that allows the Bank to carry out withholding tax deductions for other branches without requiring the Merchant to submit other evidence to the Bank.

In processing withholding tax deductions for the Merchant, the Bank will prepare a detailed list of withholding tax deduction items and notification will be printed on the tax invoice. The Merchant is not required to issue a withholding tax deduction certificate to ask for a refund.

If the Merchant informs the Bank of a wish to relinquish their Merchant account or the Bank cancels the account as the case may be, consent for the Bank to deduct withholding tax for the Merchant shall also be deemed canceled as well.

The Bank reserves the right whether or not to proceed with the above actions.

Clause 5. Miscellaneous

5.1 Any failure or omission to exercise a right by the Bank under the Law or this Agreement shall not be deemed that the Bank waives the right or consents to any breach of the terms and conditions of this Agreement committed by the Merchant.

5.2 Any taxes, duties, VAT or other expenses, including any fees, arising out of this Agreement shall be solely the responsibility of the Merchant with prior notice from the Bank.

5.3 The Merchant acknowledges that execution in compliance with this Agreement is only to facilitate the convenience of the Merchant and the Cardholder. Thus, the Merchant shall be solely responsible for any mistake, delay, deficiency or damage, and no claim for any damage or compensation shall be made against the Bank for any reason.

5.4 The Merchant agrees to authorize the Bank to debit the Merchant's deposit account specified to the Bank or any other of the Merchant's accounts with the Bank to repay all debts and/or liabilities of the Merchant according to this agreement without advance notice by the Bank. If the Bank debit the Merchant's account, but the account balance is insufficient or the account no longer exists in order to complete the debiting, the Merchant shall allow the Bank to convert the total debt or the remaining debt after account debiting to an overdraft that the Merchant still owes the Bank. The Merchant shall agree to pay the same interest rate as applies on debt defaults from the date that the Bank attempts to debit the Merchant's account until the debt is fully repaid.

5.5 The Merchant acknowledges that, if the Bank has approved the credit line or received documents from the Merchant notifying the Bank to collect payment from a credit card, but the Bank has doubts about the use or authenticity of the credit card for any reason, the Merchant shall allow the Bank to deny payment or credit their account. In addition, if the Bank has credited the Merchant's account and it appears later that the Merchant has a dispute with the credit cardholder, or the Merchant fails to act in compliance with this agreement, or if there is any other case that prevents the Bank from collecting payment normally, the Merchant agrees to refund the Bank in an amount equal to the sum that the Bank cannot collect, together with interest at the rate equal to the Bank's default rate.

In addition, if any officer or employee of the Merchant commits a fraud or takes part therein, whether directly or indirectly, to the detriment of the Bank, so the Bank could not collect the charge due from the Cardholder or from the issuing bank for any reason, the Merchant shall forthwith compensate the Bank or allow the Bank to debit their account for the amount of damages suffered by the Bank, including interest calculated at the maximum rate allowed to be charged on general bank loan borrowers. It is provided that that the calculation shall be effective as of the day when the Bank makes a payment or credit to the account of the Merchant until payment is completed. In addition, this clause will not deprive the Bank of the right to commence actions, civil or criminal, against those fraudulent person. In this respect, the Merchant agrees to

assist the Bank or act as co-plaintiff in those actions in every stage of litigation, specifically, police investigation, public prosecutions, and/or trial. If the Bank is found not being the aggrieved party entitled to prosecute the fraudulent persons, the Merchant hereby agrees to prosecute those persons to the end, so the same will be sentenced and the aggrieved party could be compensated for.

5.6 The Merchant undertakes not to disclose any information regarding the Cardholder or computer system information owned by the Bank to any third person, and not to use such information for any other business operated by the Merchant, except without prior written consent from the Bank. If the Cardholder has incurred damage and finds that this was due to unauthorized disclosures, intentional or not, of their personal information by the Merchant or by the Merchant's website, the Merchant shall be fully liable to the Cardholder for the damage suffered by them.

5.7 To prevent fraud, and/ or if the Bank thinks it appropriate under the circumstances, the Merchant agrees that the Bank may disclose any information supplied to the Bank relating to the Merchant or the operation of their business to any person or entity without giving notice to or obtaining permission from the Merchant in advance. In this event, the Merchant shall claim no consideration or compensation for damage from the Bank, and the provisions of this clause shall survive the expiration or termination of this Agreement.

5.8 If the Merchant wishes to change, modify or alter their current methods of sales activities, provision of services, or terms of payment through the media described herein, the Merchant shall inform the Bank of their intention at least 30 (thirty) days in advance and shall obtain prior written consent from the Bank.

5.9 The Merchant acknowledges that in the event that the Bank is unable to collect payment for any reason, or the Merchant fails to comply with the conditions hereof, or for any reason which the Bank must pay a fine and/or other expense (if any) to the government, VISA International Service Association, MASTERCARD International Incorporated, JCB International Company Limited, other Credit Card Institution and/or any legal authority, the Merchant agrees to reimburse the Bank for such fine, damages and/or expense in all respects. The Merchant consents and authorizes the Bank to forthwith debit such sums including interest incurred thereon from the Merchant's current account and/or any other type of account maintaining with the Bank, or in the possession of the Bank for the payment that the Bank is unable to collect from the Cardholder.

5.10 If information provided by the Merchant such as the basic financial qualifications of the Merchant, status, balance sheet or any warranty issued in favor of the Bank as specified in this Agreement, or other relevant documents are found untrue or may be misleading in any material aspect, such event shall constitute a default of the conditions of this Agreement. Therefore, the Bank is entitled to terminate services, and the Merchant agrees to reimburse the Bank for any damages incurred.

Clause 6. Termination of Services

6.1 This Agreement shall be effective from the date of its execution. If the Merchant wishes to terminate this Agreement, a sixty-day written notice shall be given to the Bank before the termination shall come into effect.

6.2 The Merchant agrees to allow the Bank to change the content of these terms and conditions, either in full or in part whenever the Bank deems appropriate, with notice being given to the Merchant in advance.

6.3 If the Merchant fails to act in compliance with any aspect of these terms and conditions, the Bank has the right to terminate the service without prior notice to the Merchant. In such case, the service under these terms and conditions shall be terminated immediately.

6.4 In the event that the Merchant requests that the Bank make system changes that require any additional investment for system installation to provide that service over a definite period, and if the Merchant wishes to cancel this service before the end of the period for whatever reason, the Merchant agrees to pay to the Bank a fine at the rate specified by the Bank.

6.5 The termination of this Agreement for whatever reason shall in no way relieve the Merchant from the unfulfilled obligations or duties herein. The Merchant is still bound to fulfill those obligations until they are settled in full.

6.6 If the Merchant ceases to be the credit card accepting merchant authorized by the Bank for any reason, the Merchant shall promptly inform the Bank of the fact. In this event, the Bank shall have the right to inform other commercial banks that are members of the VISA International Service Association and MasterCard International Incorporated and JCB International Company Limited and/ or other credit card providers as the Bank deems appropriate.

6.7 After this Agreement is terminated for any reason, the Merchant hereby agrees that the Bank remains entitled to debit any sums from the account(s) of the Merchant in settlement of any sums due herein to repay the Bank, provided that the account(s) are maintained by the Merchant for at least six months after this Agreement is terminated.

I certify that details in this agreement are true and correct. I agree to allow KASIKORNBANK PCL. (the 'Bank') to examine and exchange information related to myself with other entities and institutions. I accept and agree to the contents of the **Terms and Conditions for Payments of Goods and Services via K-Payment Gateway** including regulations, agreements, rules, directives and announcements of the Bank related to that service or other services of the Bank that now exist and/or will be provided in the future that I have been advised of or posted as announcements at the Bank's premises. I agree to be bound by these conditions. If there is any damage incurred, I shall be held totally liable to such damage in full.

Company seal

Signed..... Authorized signatory
 ()

For Bank branch (operating officer):	Signature of operating officer and branch seal (if any):
<input type="checkbox"/> The Merchant has filled out the information completely and signed the application. <input type="checkbox"/> The Merchant has submitted the required documents and has signed to verify that the documents are complete.	Signed..... Executor code

Required Documents Checklist to apply for K-Payment Gateway Service

Please check the following boxes according to the documents submitted based on type of merchant. KBank reserve the right to process qualified and completed application.

Type of Merchant	Group of People	Partnership	Company Limited
Required Documents			
1. Evidence of Business Registration. - Articles of Incorporation of a group of persons, association, foundation, school or organization, and a list of directors			
- Certificate of Registration issued within one month			
- Copy of Memorandum of Association and Articles of Association			
- Copy of VAT Certificate (PP.20)			
2. Copy of House Registration and National ID card of the partner, managing director or director who is the authorized signatory (If a foreign national: A valid Passport and Work Permit are required.)			
3. Evidence of Financial Statement. - Statements of income, balance sheets for at least two years, and Notes to Financial Statements.			
- Account statements for the last 3 months			
4 Minutes of company's Board meeting and resolutions specifying the two following items: - To be a credit card accepting merchant via K-Payment Gateway - To open a current or savings account to accept payments on goods and services. (If the applicant already has account with the Bank: please specify the branch and account number of the current or savings account).			

<p>5. Evidence of Establishment.</p> <ul style="list-style-type: none"> - Rental contract (if rented premises) with not less than 6 months remaining in effect. - One photo taken in front of and inside the establishment. - Map showing directions to the establishment. 			
<p>6. Evidence of Website.</p> <ul style="list-style-type: none"> - Evidence of website URL registration under the name of the company or directors of the company. That name has to be in line with the website specified in the application form and the registration must only be made in Thailand. - Sample of merchandise display screens and payment screen layout (Check Out). 			
<p>Additional documents (if any)</p>			
<p>1. Evidence of installation of SSL Certificate</p>			
<p>2. Others additional documents for some types of business such as Hotel Permit, travel agent permit, etc.</p>			

Remarks: All submitted documents must be valid; you are not required to submit documents that are highlighted in grey. ()

Received and validated by.....
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 Branch.....Tel.....