

Terms and Conditions for Pay & Tour

The User agrees to use Pay & Tour or any name prescribed by KASIKORNBANK PUBLIC COMPANY LIMITED (the “**Bank**”), as the Bank deems appropriate, whereby the User agrees to be bound by and comply with the following terms and conditions (the “**Terms and Conditions**”).

Part 1 General terms and conditions

1. The Bank shall provide Pay & Tour to a foreign person at the age of 20.
2. The User can apply for Pay & Tour at the Bank’s FX booth as prescribed by the Bank (“**FX booth**”) or any other places or channels or platforms which shall be provided by the Bank in the future. If the User has completely applied for Pay & Tour according to methods, steps and criteria as specified by the Bank and such application has been approved by the Bank, the Bank shall issue one electronic wallet (“**E-Wallet**”) and one pre-paid card linked with the E-Wallet as the payment tool of the E-Wallet (“**Pre-Paid Card**”) to the User, and top up funds in Baht in the amount as instructed by the User to the E-Wallet.
3. The first top-up shall not be less than the amount stipulated by the Bank, and the E-Wallet balance at all times shall be maintained at the minimum amount as announced and stipulated by the Bank, which shall be posted at the Bank’s FX booth or any other places or channels or platforms which shall be stipulated by the Bank in the future and it shall be deemed that the User has been informed. Such minimum balance shall be subject to change as the Bank deems appropriate, and with prior notice.
4. If the E-Wallet has a balance less than the minimum balance stipulated by the Bank, or the E-Wallet has not been used for more than one year, the User agrees to pay a maintenance fee at the rate stipulated by the Bank, by which the Bank is hereby authorized by the User to immediately deduct such maintenance fee from the E-Wallet. If the E-Wallet has no funds, for whatever reason, the User hereby gives consent to the Bank to close such E-Wallet with prior notice given to the User.
5. The User agrees and accepts that the User shall not receive any interest or consideration on the E-Wallet balance.
6. PIN and/or One Time Password (OTP) and/or Password and/or Pre-Paid Card and/or other tool(s) that the User uses for logging in to the service under the Terms and Conditions and/or for confirming the use of the E-Wallet are hereinafter collectively referred to as the “**Funds Transfer Tool**”.
 - 6.1. The User shall set the PIN according to the steps stipulated by the Bank. The User can change the PIN at the Bank’s FX booth or any other places or channels or platforms which shall be provided by the Bank in the future according to the process as stipulated by the Bank.

- 6.2. The User shall safeguard the Funds Transfer Tool and must keep it confidential. Disclosure of the Funds Transfer Tool is regarded as non-compliance with the Terms and Conditions. In case of any damage caused by the User disclosing the Funds Transfer Tool or taking any action which makes another person know or receive the Funds Transfer Tool, or causes the loss of the Funds Transfer Tool, the User shall be responsible for the damage that may arise prior the Bank freezes or suspends such Funds Transfer Tool.
- 6.3. In case the Funds Transfer Tool is lost/stolen/invalidated/forgotten, or it is expired and needs to be reset or re-issued, the User may contact the Bank's FX booth or any other places or channels or platforms which shall be provided by the Bank in the future. In case the Funds Transfer Tool is invalidated due to incorrect PIN being input exceeding the limit as stipulated by the Bank, the User may re-activate/unlock/reset the Funds Transfer Tool at the Bank's FX booth or any other places or channels or platforms which shall be provided by the Bank in the future.
- 6.4. The User agrees that any actions performed, including but not limited to application for and use of services, payment, identity authentication/verification, approval of transactions, acceptance of/ amendment to terms and conditions/services/fees of services, provided by the Bank and/or any person/juristic person, regardless of whether such actions were undertaken by the User themselves or by another person, with the use of the Funds Transfer Tool are complete and valid, and shall be binding upon the User as if they were undertaken by the User itself, and it shall be deemed executed by the User by way of electronic signature as evidence for the transaction, which is complete and valid from the time the transaction is confirmed. The User acknowledges the risks related to the use of electronic services which require no additional documents or evidence for confirmation and/or delivery to the Bank, unless otherwise stated by the Bank. The User shall check the balance every time after a transaction has been conducted.
7. The User agrees and accepts that the E-Wallet and the Pre-Paid Card is the Bank's property, and the User shall personally safeguard the E-Wallet and the Pre-Paid Card and not give them to the others or do anything that would cause the E-Wallet and the Pre-Paid Card to be in the others' possession. If the User fails to comply therewith, the User shall be responsible and liable for the result of such failure.
8. The User is able to top up funds to the E-Wallet at the Bank's FX booth or any other places or channels or platforms which shall be provided by the Bank in the future according to the steps and conditions as specified by the Bank.
9. The User can withdraw funds from the E-Wallet only at the Bank's Automated Teller Machine (ATM) by using the Pre-Paid Card according to the steps and conditions as specified by the Bank.

10. The User can make payment for the merchants' goods/services via the E-Wallet in lieu of cash by using the Pre-Paid Card or any methods as stipulated by the Bank according to the steps as specified by the merchants and the amount of such payment shall be debited from the E-Wallet.
11. The User agrees that the Bank shall not debit the User's E-Wallet in the event that there are insufficient funds in the User's E-Wallet for debiting the full amount of the payment and the Bank is not required to re-process the transaction if, at a later time, there are additional funds deposited in the User's E-Wallet.
12. The User is responsible for checking the completeness and accuracy of the transaction data such as the name/surname of the merchant, the amount of the payment, date and time the User has conducted transaction, fee and other expenses (if any) before making payment and after the transaction has been successfully conducted. The Bank has no responsibility for checking the accuracy or completeness of such data.
13. If the merchants cannot sell goods/ provide services, or if the User has a complaint about the details, quality or delivery of goods/services, the User shall conduct its own examination and directly make an objection to such merchants. The User accepts that no action will be taken which will cause the Bank to be involved with the dispute between the User and the merchants. If the User has any defense and/or rights to claim, the User shall lodge a complaint with such merchants directly.
14. The maximum amount which the User is able to top up funds to the E-Wallet, withdraw funds from the E-Wallet and/or make payment via the E-Wallet shall not exceed the limits specified on the Bank's website (<https://www.kasikornbank.com/th/personal/Digital-banking/Pages/pay&tour.aspx>).
15. If, at the end of each day, the outstanding balance in the E-Wallet exceeds the maximum limit stipulated by the Bank from time to time on the Bank's website, the User agrees that the Bank shall be entitled and authorized, without requiring any prior approval or authorization from the User, to take any action as it deems appropriate, including without limitation, withdrawing or transferring the excess amount on the E-Wallet to any other account designated by the Bank, suspending or closing the E-Wallet and/or any other action specified or required by the Bank of Thailand, without further responsibility, liability or obligation to the User whatsoever. The User shall also be liable for any penalty imposed as required by applicable laws in the case that the aggregate balance of amounts in the E-Wallet exceeds such maximum limit.
16. The User shall keep all financial or any other information, provided by the Bank to the User, confidential and shall not divulge it to others.
17. The User agrees to authorize the Bank to debit the User's E-Wallet and/or deposit account in order to conduct a transaction and/or perform in accordance with the User's instruction under the Terms and Conditions without giving prior notice but the User shall be notified by the Bank. The User agrees that this authorization shall not be revoked until Pay & Tour is terminated.
18. The User authorizes the Bank to debit the User's E-Wallet and/or deposit account of any type held with the Bank or deduct the funds under possession and/or authority of the Bank, regardless of how the Bank has

obtained the deposit, possession and/or authority of the funds, for payment of debt and/or liability of the User immediately without giving prior notice but the User shall be notified by the Bank.

19. If the Bank has topped up or deposited funds into the E-Wallet and/or any deposit account of the User exceeding the amount as instructed by the User or there is an error in topping up or depositing funds into the E-Wallet and/or any deposit account of the User, for whatever reason, the User agrees that the Bank shall be entitled and authorized, without requiring any prior approval or authorization from the User, to take any action as it deems appropriate, including without limitation, adjusting, withdrawing or transferring the excess amount on such E-Wallet and/or any deposit account to any other account designated by the Bank, or debiting the User's E-Wallet and/or deposit account of any type held with the Bank, or deducting the funds under possession and/or authority of the Bank, regardless of how the Bank has obtained the deposit, possession and/or authority of the funds, without further responsibility, liability or obligation to the User whatsoever.
20. In case of error in payment which has not been caused by the Bank, the User shall investigate and claim money directly from, or reimburse money directly to, the User's disputing party. If the User has a defense and/or any right to claim, the User shall lodge a complaint with the User's disputing party directly.
21. Consent to Collect, Use, Disclose Information

The User agrees and consents to the Bank to collect and use any of its personal data and/or information for the purpose of (i) providing services, (ii) fulfilling the request of the User before providing the services, (iii) assigning third parties to support the services, such as information technology, communications and collection, (iv) assignment of right and/or obligation and/or (v) solving complaint. The User further agrees and consents to the Bank to disclose its personal data and/or information, whether in or outside the country, to outsourcing service providers, the Bank's agents, the sub-contractors, co-branding alliances, prospective assignees, assignees and cloud computing service providers, and also agrees and consents to the aforementioned parties to collect, use and/or disclose its personal data and/or information for the same purposes.

For more information, please see Privacy Policy: www.kasikornbank.com/en/privacy-policy

In the event that the User discloses another person's personal data to the Bank for the aforementioned purposes, the User represents and warrants to the Bank that the User has obtained consent from such person or has a legal basis to disclose such person's personal data to the Bank and has informed such person of the details of the collection, use and/or disclosure of personal data pursuant to the aforementioned Privacy Policy.

22. The User hereby represents and warrants to the Bank that:

- 22.1. all of the documents, information and details, which are held by and/or which are delivered to the Bank, regardless of the means by which they are sent, and whether they are sent by the User or the User's assignee, are accurate and up-to-date. The Bank has the right to use such documents and information to update data in the Bank's system. The User has the rights and is legally competent to

request the use of services and to make transactions related to the services under the Terms and Conditions;

- 22.2. the User is the ultimate beneficial owner of the E-Wallet and has a purpose to use the E-Wallet and the Pre-Paid Card for making payment of the merchants' goods/services; and
23. The User shall inform the Bank in advance of the correction of documents, information and/or details according to the procedures prescribed by the Bank.
24. Unless otherwise stated by the Bank, if the User finds any error, or if there is any reason to temporarily suspend an operation of Pay & Tour and/or the E-Wallet and/or the Pre-Paid Card, either in whole or in part, or if such operation has been cancelled, the User shall contact the Bank via the K-Contact Center at Tel. 02-888-8888_ available 24 hours a day, or other channels determined by the Bank, to inform the Bank of related information such as the subject matter, date, time, related parties, transaction amount and details, as well as other information that the Bank may request. After the User has completed the procedures determined by the Bank, the Bank shall proceed to perform related operations such as investigating/rectifying the error, suspending or canceling the operation within the period notified to the User. The User shall be liable for operations and transactions undertaken prior to the end of said period. The Bank reserves the right to disregard any request that is contrary to Related Law and Rules and Regulations (as defined below).
25. Fees/Service Charges/Expenses/Penalty Fees/Taxes and Duties
 - 25.1. The User agrees to pay remuneration for using Pay & Tour regardless of whether it is called a fee/service charge or other name to the Bank within the due date.
 - 25.2. The User shall be solely responsible for payment of costs, taxes, stamp duties, and/or expenses related to the services (if any).

If the Bank is required to pay the costs, taxes, duties and/or expenses as mentioned in the preceding paragraph on behalf of the User, the User agrees to reimburse the Bank immediately.
26. Change in Terms and Conditions
 - 26.1. If the change in Terms and Conditions causes the User to incur more burden or risk, such change shall require prior consent from the User.
 - 26.2. If other terms and conditions are to be changed, the User agrees to authorize the Bank to make the change as it deems appropriate. If the change affects the User's use of Pay & Tour (such as adjustment of service fees to reflect rising costs, decrease of transaction limit change to service channels, change to due date), the Bank shall expressly communicate, or give notice of, material information of the change to the User within the period deemed appropriate by the Bank or required by law.

- 26.3. If the Bank is required by Related Law and Rules and Regulations to proceed with change in any terms and conditions, the User agrees that the Bank shall change such terms and conditions in compliance therewith.
- 26.4. Regardless of any terms or conditions set forth in the Terms and Conditions, if the Bank detects or reasonably believes that the User's use of the Pay & Tour service may pose a risk or involve irregular usage, the User agrees that the Bank reserves the right to immediately change the Terms and Conditions, in whole or in part, such as decrease of transaction limit, as the Bank deems appropriate, and the Bank shall notify the User of such changes or actions afterward.
27. Termination of Pay & Tour and Consequences
- 27.1. The User agrees that the Bank may suspend and/or terminate Pay & Tour and/or the E-Wallet and/or the Pre-Paid Card, at any time, either in whole or in part, or those given to any one of the users, with prior notice. Notwithstanding the foregoing, the User agrees that the Bank may suspend and/or terminate Pay & Tour and/or the E-Wallet and/or the Pre-Paid Card, either in whole or in part, immediately, as the Bank deems appropriate, without informing the User in advance, for the following cases, and the Bank shall not be responsible for any damage which may arise.
- 27.1.1. Any information, details, warranty or confirmation provided by the User is not true or not accurate, or may cause material misunderstanding.
- 27.1.2. There is any factual information that leads the Bank believe that information and/or details provided by the User to the Bank for operations or the use of Pay & Tour by the User may have adverse consequences, or may affect the rights of the Bank or another person, or it is suspected that the User has or will have purposes which are illegitimate or contrary to public order or morality, or may cause the Bank to violate Related Law and Rules and Regulations and/or rules and regulations of the Bank.
- 27.1.3. There is any factual information that leads the Bank believe that the User uses Pay & Tour inappropriately according to purposes of the Bank, including but not limited to becoming payment agents by using Tourist E-Wallet.
- 27.1.4. The Bank found that the User is in UN/Thailand Sanction List or any sanction list.
- 27.1.5. The Bank found that the User has falsified documents and/or assumed another person's identity, whether that person has given consent for such action or not, to apply for Tourist E-Wallet, regardless of whether the User intends to commit fraud or not.
- 27.1.6. The Bank detects that damage may arise from the User's device which has been modified or from the mobile phone network system and/or any other causes, for example, Jailbreak ("Jailbreak" meaning the process of allowing iOS-operated devices to attain privileged control without permission of the manufacturer or system owner) or Root ("Root" meaning the process of allowing Android-operated devices to attain privileged control without permission of the

manufacturer or system owner), in order to prevent damages that may be incurred by the User.

- 27.1.7. The User fails to comply with any of the Terms and Conditions, including failure to make payment of fees/service charges/expenses/penalty fee/taxes and duties (if any).
- 27.1.8. The Bank cannot deduct funds to perform the operation under the Terms and Conditions.
- 27.1.9. The User dies.
- 27.1.10. The Bank has to comply with Related Law and Rules and Regulations.
- 27.2. The User may terminate Pay & Tour at the Bank's FX booth or any other places located in Thailand which shall be provided by the Bank in the future by following methods, steps and procedures as specified by the Bank. The termination shall be completed after the User receives confirmation of such termination from the Bank.
- 27.3. The termination of Tourist E-Wallet, for whatever reason, shall terminate the E-Wallet and Pre-Paid Card.
- 27.4. The termination of Tourist E-Wallet, for whatever reason, shall not abrogate the User's outstanding obligations under the Terms and Conditions until such obligations are completely fulfilled.
28. If the E-Wallet has the outstanding balance and the User wishes to receive all outstanding balance, the User can contact the Bank at the Bank's FX booth or any other places located in Thailand which shall be provided by the Bank in the future, and follow methods, steps and procedures as specified by the Bank.
29. In case of *force majeure* or any other causes that prevent the Bank from providing the services under the Terms and Conditions, the User agrees that it shall be at the Bank's discretion to provide the services or take any action as it deems appropriate, and the User agrees to fully cooperate with the Bank in every way to improve the service.
30. The Bank may transfer the rights and/or benefits and/or duties, either in whole or in part, under the Terms and Conditions to any individual and/or financial institution, as the Bank deems appropriate, without consent from the User but the User shall be notified by the Bank. Nonetheless, the User cannot transfer the rights and/or benefits and/or duties, either wholly or partly, under the Terms and Conditions to any individual and/or financial institution.
31. Any delays or exemptions in exercising rights under Related Law and Rules and Regulations or the Terms and Conditions, including handbooks and the Bank's IVR system, shall not be regarded as the Bank's relinquishing such rights or as the Bank's giving the User consent to perform any act.
32. Any letter, notice, or information which the Bank has sent to the User per the address given to the Bank, whether by hand or by postal mail, either registered or unregistered, or email or SMS to the email address or the mobile phone number given to the Bank, or via the services/channels earlier agreed upon by the

User with the Bank (collectively, the “Channel for Receiving Information”), shall be deemed as having been rightfully sent to the User, regardless of whether or not such a letter, notice or information is received; even though it cannot be delivered due to the relocation or demolition of, or change in, the Channel for Receiving Information, without any written notification of the relocation, demolition or change given to the Bank; or such a letter, notice or information cannot be sent because the Channel for Receiving Information cannot be found, it shall be deemed that the User has rightfully received the letter, notice or information and acknowledged its content. In case of any relocation or demolition of, or change in the Channel for Receiving Information, the User shall immediately inform the Bank of the change in writing.

33. The User agrees that the User shall comply with the law, rules, regulations, order, manual, request for cooperation and any criteria of the Bank of Thailand, the court, regulatory agencies and any other competent authorities (as the case may be), that are currently enforced or will be later enforced (collectively, “**Related Law and Rules and Regulations**”). If there is change in the Related Law and Rules and Regulations, the User shall comply with such Related Law and Rules and Regulations immediately. If the User violates or fails to comply with Related Law and Rules and Regulations, which has caused the Bank to pay fines, damages and/or expenses, the User agrees to be responsible for payment thereof to the Bank without delay.
34. If specific terms and conditions do not specifically include details of any issue, general terms and conditions shall be applied. If specific terms and conditions of each service specifically include details of any issue, or are contradictory to, or do not correspond with, the general terms and conditions, the specific terms and conditions of each service shall prevail and shall be regarded as a part of the Terms and Conditions. Nonetheless, if neither the general terms and conditions nor specific terms and conditions of each service are found to be clear, the User agrees to comply with the Bank’s decisions, in all respects.
35. Whenever any terms and conditions in the Terms and Conditions or other related services become void, illegitimate, invalid or unenforceable, the other remaining terms and conditions (as the case may be) shall remain legally valid and enforceable and shall not be affected by voidability, illegitimacy, invalidity or unenforceability of those terms and conditions.
36. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Thailand and the court of Thailand shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Terms and Conditions.

Part 2 Specific Terms and Conditions

1. Use of the TAGTHAi Application

- 1.1. The User can use Pay & Tour on TAGTHAi application, owned and developed by Thai Digital Platform Social Enterprise Company Limited (“TDP”), by downloading and installing TAGTHAi application from App Store or Play Store on the User's mobile phone or tablet (the “Device”) using 3G/4G/5G networks under the mobile operators prescribed by the Bank and/or the Internet network (Wi-Fi).
- 1.2. The User can link Pay & Tour with TAGTHAi application according to methods, steps and criteria as specified by the Bank. The linkage shall be successful after the User receives confirmation on TAGTHAi application.
- 1.3. The User affirms that the User has the legitimate right to possess and use the mobile phone number that has been used to link Pay & Tour with TAGTHAi application.
- 1.4. The User agrees and accepts that only one mobile phone number can be used to link Pay & Tour with TAGTHAi application.
- 1.5. The User can make payment for the merchants' goods/services via the E-Wallet in lieu of cash by using scan function to scan QR code for payment or any other codes generated in accordance with the established standards (collectively, “QR Payment”) according to the steps as specified by the merchants and the amount of such payment shall be debited from the E-Wallet. If the User considers it correct, the User shall press the button to accept the transaction. If the User considers it incorrect or wishes to cancel the transaction, the User shall press the button to cancel the transaction. If the User does not press a button to execute any instruction within the period specified by the Bank, the transaction will be automatically cancelled.
- 1.6. The User may check transaction history and the balance of the E-Wallet, as provided by the Bank, on TAGTHAi application.
- 1.7. If there is any problem of or error in TAGTHAi application or the User is unable to use TAGTHAi application, for any reason, the User agrees to contract TDP directly via the channels prescribed by TDP and shall not take any action that would cause the Bank to be liable for such problem or error or to be involved with the dispute between the User and TDP and/or any other person.