



Terms and Conditions for Use of K-Cyber Banking Service

The User agrees to use the K-Cyber Service – or any named which prescribed by the KBank (hereinafter referred to as the “Service”) with KASIKORN BANK Public Company Limited (hereinafter referred to as the “KBANK”) from approved by KBANK whereby the User acknowledge to bound by and comply with the following Terms and Conditions.

1. KBANK provides the K-Cyber Service to individual person 15 years of age and over and K-Cyber for SME to juristic person.
2. The User must have an E-mail address and hold at least one current or savings account with KBANK.
3. The User may view all Savings Account and Current Account information and personnel information 24 hours everyday, except Own Account Funds Transfer, Other Account Funds Transfer, Bill Payments and Add Account which can be done during the time periods as specified by KBANK only. KBANK reserves the right to alter the time period as KBANK deems appropriate.
4. The User applying for the Service via KBANK branch and K-ATM can perform all transactions including account balance inquiry, credit card information inquiry, funds transfer, mobile phone top-up, bill payments etc. by filling all required information correctly. The User applying the Service via Online Registration (Credit card) can perform only credit card information inquiry; upgrade to full function by adding savings or current account with KBANK. For K-Cyber for SME Service, the User can apply for the Service via KBANK branch only.

The User should receive Email Address and/or a SMS confirming approval of the Service request sent to the User’s registered mobile phone number.

5. User ID and/or Password and/or One Time Password (OTP)

5.1 After the User has obtained a Password from KBANK, the User must change it immediately. It is noted that the system will automatically require that the Password be replaced.

5.2 The User shall safeguard User ID and/or Password and/or One Time Password (OTP) and must keep it confidential. The disclosure the User ID and/or Password and/or One Time Password (OTP) is prohibiting due to the Terms and Conditions. The User agrees to accept the losses or damages, which occur from the disclosure User ID and/or Password and/or One Time Password (OTP) or perform incorrectly by himself/herself. The Password can change anytime without notification to KBANK.

5.3 In case User ID and/or Password is not recognized/lost/stolen/invalidated, the User should promptly notify the K-Contact Center at Tel. +66 2888 8800, available 24 hours a day.

5.4 The User agrees and acknowledges if the User ID or Password has been cancelled or suspended when the User filled in wrong User ID or Password or other reasons. All schedule transactions that have been made will be suspended immediately. The User agrees not to ask for any compensation when the suspension is made.

However, If the User wishes to cancel the suspend request, the User must complete the Change Profile Request Form and submit it to KBANK along with the required documents via any local KBANK branches or via fax/postal mail as specified by KBANK. The User will be able to use the service when the User has given all required documents to KBANK.

After the Service is resumed, the system will automatically reprocess all the schedule transactions that have not been made.

6. Any performing taken through User ID and/or Password and/or On Time Password (OTP) at that time by the User to which the User agrees, were regarded as his/her taken action and were deemed binding that the User’s electronic signature submitted to the KBANK as an evidence of the action through the Service. The User agrees KBANK to use the information on his/her action as an original document which used as evidence in proving that the User has taken such action to be



used in legal proceeding in all respects. Furthermore, the User agrees and accepts the risk for damages or losses in electronic used whereby the User does not required to sign or to submit any document as an evidence to KBank, except KBank specified or KBank's operation process. The User shall promptly check the transaction amount after the transaction has been conducted and shall be liable for the transaction conducted by it in all respects.

7. The User can access the MyPort function which displays an overview of the user's total assets within KASIKORN BANK FINANCIAL CONGLOMERATE, i.e., details of deposit account, mutual fund account and securities account, or other relevant information. KBank reserves the rights to alter the assets information as KBank deems appropriate.
8. The User agrees and accepts that all the user's assets information and financial planning in MyPort is to give convenience in determining the preliminary decision support for savings or investment purpose only. Other factors related to savings and investments such as Risk assessment, guarantee in return on savings and investments are excluded.
9. The User can make funds transfers to other account within KBank or make interbank funds transfers, bill payments for goods/services up to Baht 100,000 per day. The User can extend the limit up to the maximum of 500,000 Baht per day or the amount specified by KBank in the future via K-Contact Center at Tel. +66 2888 8800, available 24 hours a day. There is no limit to the number of transactions that may be conducted. With money transfers, KBank will debit the specified amount for transfer plus Bank fees from the User's account and credit the transferred amount to the account which the User has specified.

For K-Cyber for SME Service, the User can perform fund transfer and make a payment for goods and services via the Service as following the Application for K-Cyber for SME form or prescribed by KBank. The User can extend the limit by submitted required documents via KBank branch.

10. To perform fund transfer and make a payment for goods and services, KBank will debit the specified amount plus bank fees from the User's account, and immediately credit the amount to recipient's account, except fund transfer to other bank.
11. In case of the User requests to make an International Fund Transfer via the Service, the User might transfer either minimum amount or maximum amount under the specified limit by KBank; KBank will debit specified amount plus additional fees. The user agrees that the exchange rate applied in conversion of the transfer amount is calculated from the updated currency exchange rate (BANK SELLING RATE: BANK NOTES) plus Currency Conversion Risk Premium but not exceed 5% (Five) of the currency exchange rate. Afterwards, KBank will transfer money to payee's account after the User completes the transactions.
12. Aside from viewing the transfer transaction made via K-Cyber, the User will receive a confirmation note as evidence of the transaction via the User's registered E-mail Address.
13. The User agrees, consents, and authorizes the Bank to debit the proceeds from any other types of accounts of the User maintaining with the Bank and/or in the possession of the Bank and/or under the authorization for instruction of the Bank, whether the Bank has obtained such proceeds and/or such possession and/or such authorization for instruction in whatever method, in order to totally repay any debts and/or responsibilities of the User hereunder without any prior notice.
14. In case of conducting transaction caused by electronic tool (s) loss or stolen, the User agrees to be responsible for the amount transferred before KBank disable or suspend the Service including schedule transactions that have been made as specified by KBank.

“Electronic tool (s)” means User ID, Password, One Time Password (OTP), ATM card, Debit card, Credit card, Password, Magnetic stripe containing the program or any other electronic tool (s) that has been given by KBank to use as a tool to conduct funds transfer into or out of the account.



15. If any damage arises from equipment tool(s) employed by the User, or due to mobile network system, KBank shall not be responsible for any loses to the User or the recipient.
16. If KBank is required to disclose financial information or transactions related to the use of the Service by any governmental or competent authorities per legal provisions, orders or regulations, the User agrees to allow KBank to disclose such information and/or if requested prepare any report on relevant information and/or financial transactions of the User for submission to those authorities for the benefit of the transaction process/the usage of the Service in Terms and Conditions. The User acknowledges KBank to conduct the User's financial transaction to those authorities in all respects.
17. The User hereby certifies that any of various documents, data, details, which appear and/or which are delivered to KBank whether they are sent in any forms, are accurate and true. The User shall have the rights to use the Service and to make a transaction under the Service. KBank do not have the responsible to check the correct, accurate, and true of the documents and following details.
18. In case the User intends to change personal information and/or any related details, the User shall request in writing to KBank branch or other channels prescribed by KBank.
19. If the User finds any error in the Service, or if there is any reason to cancel the Service, the User shall promptly contact KBank via K-Contact Center at Tel. +66 2888 8800. After KBank has been notified by the User of the intent to cancel Service, KBank will cancel the Service within a period specified by KBank. The User shall be liable for actions and transactions undertaken prior to the end of such period of cancellation. The User must inform KBank of the date, time, related parties, transaction amount and details, as well as any other information that KBank may request. KBank will investigate and amend any errors (where found) in compliance with governmental and/or Bank of Thailand's regulations within 30 (Thirty) days after the date KBank receives all required information. KBank shall notify the User of the result of such investigation within 7 (Seven) days after the date KBank obtains the result; KBank reserves the right to ignore any request that is in contradiction to the rules and regulations of the government and/or Bank of Thailand. Moreover, if there is a loss wherein KBank is required to compensate the User, KBank shall credit that amount to the User's account within 7 (Seven) days after the date KBank finds the error.
20. The User agrees to pay transaction fees in the period of time and rate, which specified by KBank; excluding VAT. The other charges such as tax, revenue stamp or other expenses related from the transaction will be responsible by the User, which the User agrees for KBank to debit from the account.
21. In case KBank could not debit transaction fees from the User account including tax, revenue stamp or other expense from the use of the Service, the User cannot perform that transaction.
22. Changing service conditions

22.1 The changes made to the terms and conditions, which impose more burden or risks upon the User, will be effective upon the User's consent.

22.2 If there are other alterations or amendments on the services' terms and conditions, the User agrees and consents to the Bank the right of such alterations or amendments, as the Bank deemed appropriate. In the event that such alterations or amendments affect the use of the services by the User (such as adjusting the service fees, in correspond to the increased operation costs, changes of the relevant services channels, or the changes made to the payment due date), the Bank will communicate or notify the User of such alterations or amendments at least thirty (30) days in advance, unless otherwise required by law.

22.3 If the Bank is obliged by the relevant laws and/or regulations to make further alterations or amendments to the services' terms and conditions, the User agrees and consents to the Bank's alterations or amendments in compliance with such relevant laws and regulations. The User agrees and consents to the Bank the right of suspension and/or termination



of the service, at any time, either in full or in part, or the suspension/termination of the service specifically to the User, for which the Bank will provide prior notice.

KBank also reserves the rights to terminate the Service without notice to the User who has not done first time login more than 30 (Thirty) days from the date of completion of the Service Application process. If the User do not login the Service over a year, KBank have rights to disable the Service immediately as appropriate. In case the User intends to continue the Service, the User can enable the Service by submitting the related documents via KBank branch. This agreement will be part of these Terms and Conditions. The User agrees KBank considers disabling and/or changing and/or canceling the Service in part or whole as appropriate;

- The matter of fact appears that all information and/or any detail from the User, affect in disadvantages, or affect in rights of KBank or other Users or conflict of peace and morals or not according to the laws.
- The User does not follow the Terms and Conditions irrespective of one section, including paying fee, goods and services, and other charges.

23. The User can cancel the Service by submitted ‘Changing Profile Request Form’, photocopy of National ID card/passport (for foreigners), and the related documents via KBank branch or other channels prescribed by KBank in the future. The User should receive an Email Address confirming approval of the Service cancellation sent to the User’s registered Email Address.
24. In case of force majeure or any incidents, which in affect KBank cannot proceed following the Service’s Terms and Conditions, the User allows KBank to proceed as deep appropriate. The User agrees to cooperate with KBank in any circumstances.
25. Any delay or omission of KBank in exercising the rights under the law, or per any terms or conditions including those stated in the Service handbook or KBank’s IVR system, shall not be construed as a waiver of such KBank’s rights, or as giving the User consent to perform any act.
26. Any correspondence, letter or notice sent by KBank via Postal or E-mail address or Short Message Service (SMS) to registered mobile number, to The User’s specified address shall be deemed to have been duly delivered and shall have been duly acknowledged the content contained therein. The User shall immediately notify to KBank in writing at the KBank’s branch or the other channel prescribed by KBank if the User changes address or occupation etc.
27. The User hereby agrees to bound by and comply with these Terms and Conditions, and agrees to pay the fee, goods and services, and other charges under the used of the Service prescribed by KBank via other channels. Furthermore, the User agrees KBank authorizes to change the fee, goods and services, other charge, and calculation method as appropriate. KBank shall announce via KBank branch or website at least 30 (Thirty) days in advance. This agreement will be part of the Terms and Conditions; any benefit to the User will not be notified from KBank. The User also agrees to be responsible for all actions.
28. This Terms and Conditions shall be governed by and constructed in accordance with the laws of the Kingdom of Thailand and the court of Thailand shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the use of the Service under these Terms and Conditions.
29. The User agrees and consents to the bank to collect and use its information given to the bank, or provided through the bank, or obtain and use information already available to the bank or as the bank received directly or indirectly from other sources, for the purpose of providing services or fulfilling the requested of applicant before providing the services or assigning to third parties in order to support the services, in regard to, including but not limited to information technology, communications, collection and/or any other tasks, assignment of right and/or obligation, legal compliance, risk



management, compliance control, internal administration, solving complaint and/or for other purpose necessary to the operation of the bank, or for the bank to provide the services equitably and continuously.

The User further agrees and consents to the bank to disclose its information to KASIKORN FINANCIAL CONGLOMERATE, outsourcing service providers, the bank's agents, the sub-contractors, co-branding alliances, data processors, auditors, external auditors, credit information company, credit rating agencies, asset management companies, prospective assignees, assignees, legal authorities, and/or any entities, organizations or juristic persons having an agreement with the bank, and also agrees and consents to the aforementioned parties whom receiving information from the bank to collect, use and disclose such information for the same purposes, and to send, and/or transfer the information to be stored in server/cloud located in other countries.

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

K-Cyber Banking / K-Cyber for SME Service Information

(Please read this product information and Terms & Conditions carefully before applying the Service.)

KASIKORN BANK Public Company Limited**K-Cyber Banking / K-Cyber for SME Service**

21 February 2019

1. Summary Description of K-Cyber Banking Service

K-Cyber Banking is a new platform from KBank to provide our personal customers with a powerful and versatile tool to manage their finances over the Internet in a secure manner. K-Cyber Banking is available in both Thai and English so our customers, wherever they may be around the world, can make financial transactions such as balance enquiries, transaction reports and requests for new cheque books, customers now have the ability to configure the system to set up their account to cater for regular payments to utilities, credit card companies or to other accounts both within KBank or at other institutions. Moreover, the system will send you an e-mail notification for each transaction made via K-Cyber Banking. You will be able to conduct various transactions online 24 hours a day. (KBank credit card payment entered during 10:00 P.M. – 00:00 A.M. will be accepted by the system for processing approximately 01:50 A.M. on the next day. / For bill payment entered during 11:30 P.M. – 00:00 A.M. will be accepted by the system for processing approximately 01:50 A.M. on the next day.)

2. Fee/Service Charge Rates

Description	Fee
1. Introductory fee/Annual fee	Free of charge
2. Balance Inquiry/Statement Requests	Free of charge
3. Funds Transfers (to pre-registered accounts only)	
Transfers between own accounts	
- In the same KBank geographic area	Free of charge
- To an account in another KBank geographic area (Including the transaction of money transfer to other accounts and via K PLUS)	Free of charge
Transfers to other accounts at KBank for the first 10 items/day (For both transactions within the same clearing district and across other clearing districts)	
- In the same KBank geographic area	Free of charge
- To an account in another KBank geographic area (Including the transaction of money transfer to own accounts and via K PLUS)	Free of charge
Transfers to other bank accounts	
<u>Online Transfers:</u> Account crediting in Real Time	Free of charge
<u>Urgent Transfers (BAHTNET)</u> funds will be credited to the payee on the first business day after the transaction has been made.	THB 120 per transaction
<u>Standard Transfers</u> funds will be credited to the payee on the second business day after the transaction has been made. - For amount less than or equal to THB 2,000,000 per transaction	THB 12 per transaction
International Funds Transfer	
- Educational fees	THB 300 per transaction
- Remittance of savings of foreigners working in Thailand	THB 300 per transaction
- Remittance to family members or relatives who are permanent resident abroad	THB 300 per transaction
4. Payment to settle KBank credit card balance	Free of charge
5. Payment for goods and services	Minimum fee is THB 10 and maximum is THB 20 per transaction
6. Cheque services	
- View cheque details/Stop cheque	Free of charge
- Ordering cheque book (including stamp duty)	Free of charge (for cheque book costs THB 300 per item)
3. Service Charge Rates for Foreign Currencies	
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4. K-Cyber Banking Service Awareness	
The User must safeguard their User ID, Password (PIN) and Security Password and must keep them confidential. In case of inoperable, lost or stolen PIN, the User should call K-Contact Center at Tel. +662-8888800, 24 hours a day, for assistance in canceling the previous Password and applying for a new one	
5. In Case of Changing Customer's Contact Information	
Complete the K-Cyber Banking Service Changing Profile Request Form and send it to the Bank along with the required documents via any local KBank branches	
6. Further Information on K-Cyber Banking Service and Kasikornbank Contact Information	
Should you require further information kindly contact our K-Contact Center at Tel. +662-8888800 or Email:info@kasikornbank.com or go to www.kasikornbank.com	
7. Other Interesting Products	
- K PLUS Service	
- K-ATM	
The information will be effective on the registered date	