



Terms and conditions for opening and use of LINE BK Special Rate Account with  
deposit period of 6 months / 12 months

Terms and conditions for the opening and use of a LINE BK (LINE BK Special Rate Account) (“**Terms and Conditions**”) shall be applied between KASIKORNBANK PCL (hereinafter referred to as “**KBank**”) and those requesting to open and use a LINE BK Special Rate Account via LINE BK (hereinafter referred to as the “**Depositor**”), and this deposit account which has been opened and used via LINE BK is referred to as the “**LINE BK Special Rate Account**”. The Depositor agrees to be bound by and comply with the Terms and Conditions, as follows:

**Qualifications of the Depositor**

- Natural person, Thai national, age 12 years or older.
- The Depositor must use KBank services via LINE BK and have (1) a LINE BK Savings Account which has been opened and used via LINE BK, or (2) another type of savings deposit account (single account) on K PLUS that has been linked to use services via LINE BK.

**Features of the LINE BK Special Rate Account**

- The LINE BK Special Rate Account is a non-passbook savings account. The account name must be the same as the Depositor's name. The Depositor is not permitted to use another name or alias, or allow another person to be a beneficiary, or to open a joint account with another person.
- The Depositor is not entitled to transfer their rights over the LINE BK Special Rate Account to another person, or transfer ownership, amend, or use this deposit account, either in whole or in part, as collateral for other persons, unless the Depositor receives a written consent from KBank in advance.
- A true beneficiary must be the person who opens the LINE BK Special Rate Account by themselves only.
- The Depositor is required to specify the target amount they wish to save and the desired deposit period (6 or 12 months) by themselves at the time of opening this deposit account and such details cannot be amended or changed.

**Procedures for opening the LINE BK Special Rate Account via LINE BK**

- The Depositor must have a LINE BK Savings Account or another Savings deposit account, which has been linked with or used via LINE BK for use as a linked account to automatically transfer funds into the LINE BK Special Rate Account every month, and receive principal and interest payments after deduction of withholding tax (if any) when closing the LINE BK Special Rate Account.
- **Procedures for the Depositor who has already applied for services of KBank via LINE BK**
  - (1) The Depositor can open the LINE BK Special Rate Account 24 hours a day by logging in to LINE BK as normal, then go the “Product Menu”, and choose the “Special Rate Account” menu option. Then, enter the required information and complete the steps shown on the screen. The Depositor can specify the amount they wish to save and the desired deposit period.

- (2) If the Depositor completes the steps shown on the screen via LINE BK between 6:00 a.m. and 8:00 p.m., the opening of the LINE BK Special Rate Account will be effective immediately. If such steps are completed after 8:00 p.m., the opening of the LINE BK Special Rate Account will be effective at 6:00 a.m. on the following day.
- The opening of the LINE BK Special Rate Account is complete when KBank sends a notification of the account opening result to the Depositor via LINE BK on the LINE application and via email (if any) or other channels to be determined by KBank in the future, within 24 hours of the date that the Depositor has completed the opening of the LINE BK Savings Account.

#### **Maximum number of LINE BK Special Rate Accounts**

- The Depositor can open only one LINE BK Savings Account (including all accounts with deposit periods of both 6 and 12 months) or in accordance with the criteria to be determined by KBank in the future.

#### **Minimum deposit amount for account opening of a LINE BK Special Rate Account**

- No minimum deposit amount required, but the Depositor must specify a minimum target amount of savings at 100 Baht, but not exceeding 500,000 Baht per account as a condition to receive a special interest rate determined by KBank.

#### **Channels/Services**

- The Depositor can conduct various transactions related to the LINE BK Special Rate Account as determined by KBank via service channels as follows:
  - **LINE BK:** The Depositor can make deposits and use other services that will be offered or determined by KBank in the future.
  - **ATM/CDM:** The Depositor can make deposits and use other services that will be offered or determined by KBank in the future.
  - **KBank branch:** The Depositor can make deposits and use other services that will be offered or determined by KBank in the future.
  - **LINE BK Call Center, Tel. 02-0555555:** The Depositor can request statements, suspend or revoke the suspension of the LINE BK Special Rate Account, and use other services that will be offered by KBank in the future.
  - **LINE BK Official Account (on LINE Application):** The Depositor can suspend or revoke the suspension of the LINE BK Special Rate Account, and use other services that will be offered by KBank in the future.
  - **K-Contact Center, Tel. 02-8888888:** The Depositor can request statements, suspend or revoke the suspension of the LINE BK Special Rate Account, and use other services that will be offered by KBank in the future.
  - **Service points of Banking Agents:** The Depositor can make deposits and use other services that will be offered and determined by KBank in the future.

- If (1) the Depositor forgets the PIN that is used for logging in to KBank services via LINE BK; or (2) the Depositor changes their mobile phone; or (3) the Depositor changes their LINE account for the use of KBank services via LINE BK, the Depositor can still use services via ATM/CDM, KBank branch, LINE BK Call Center and service points of Banking agents per the types of transactions determined by KBank for the use of services via those channels. The Depositor can view data and conduct transactions via the LINE BK Savings Account once more when the Depositor follows steps determined by KBank.

#### **Deposit**

- The Depositor is required to make deposits into the LINE BK Special Rate Account at least once a month, whereby the system will transfer funds from the linked account to the LINE BK Special Rate Account on the date specified by the Depositor on the opening date of the LINE BK Special Rate Account.
- The Depositor can make deposits into the LINE BK Special Rate Account via a KBank branch or service points determined by KBank or CDM or transfer funds from other accounts into the LINE BK Special Rate Account at the amount determined by the Depositor.
- There shall be no restrictions on the number and amount of deposits into the LINE BK Special Rate Account which may be made each month.
- The Depositor can not make deposits by cheque.

#### **Failure to meet deposit conditions/deposit amount is less than the specified target amount**

- If the Depositor fails to make a deposit once, the Depositor is still eligible for interest at the rate of the LINE BK Special Rate Account as of the account opening date in accordance with the deposit period that the Depositor has specified on the opening date of the LINE BK Special Rate Account.
- If the Depositor fails to make deposits twice or more, KBank shall not accept additional deposits into the LINE BK Special Rate Account. KBank shall then close the LINE BK Special Rate Account, whereby the Depositor will receive interest at the rate of the LINE BK Savings Account. Such rate will be determined by Kbank on the LINE BK Special Rate Account opening date. KBank shall transfer all the funds together with interest (after tax deduction (if any)) into the linked account that the Depositor has specified on the account opening date.
- If the Depositor fails to make deposits per the amount and/or period (6 months or 12 months) specified by the Depositor on the opening date of the LINE BK Special Rate Account, the Depositor shall receive interest at the rate of the LINE BK Savings Account. Such rate will be determined by KBank on the LINE BK Special Rate Account opening date.
- If the LINE BK Special Rate Account reaches maturity, but the account cannot be closed or the deposits can still be made to the linked account, and the Depositor has not withdrawn funds from or closed the LINE BK Special Rate Account, KBank shall pay interest, based on the rate of the LINE BK Savings Account per KBank's announcement on the LINE BK Special Rate Account on the opening date. The calculation of interest is based on the remaining balance from the maturity date of the LINE BK Special Rate Account to the date before the LINE BK Special Rate Account has been closed for one day, and in accordance with the actual deposit period.

## Withdrawal

- The Depositor cannot withdraw part of the funds from the LINE BK Special Rate Account before the maturity date. If the Depositor wishes to withdraw funds at the equal amount of the balance in the LINE BK Special Rate Account at a given period, the Depositor is required to follow the steps for “Closing the account before the maturity date because the Depositor wishes to close the account”.

## Transfer limits

- The Depositor cannot specify that the LINE BK Special Rate Account be used as a deposit account for conducting funds transfer transactions with the exception of closing the LINE BK Special Rate Account and unless otherwise specified by KBank.

## Closing of the LINE BK Special Rate Account

- **Closing of account on the maturity date (6 months or 12 months)**
  - (1) When the maturity date arrives and KBank has confirmed that the Depositor has completely complied with the Terms and Conditions, KBank shall transfer the principal and interest payments after deduction of withholding tax (if any) at the rate that KBank has announced on the opening date of the LINE BK Special Rate Account into the linked account that the Depositor has specified on the opening date of the LINE BK Special Rate Account, and close this account immediately. KBank shall send a notification of the account closing result via LINE BK on the LINE application and via email (if any) to the Depositor or other channels to be determined by KBank in the future, within 24 hours of the date that the Depositor has completed the closing of the LINE BK Special Rate Account.
  - (2) If KBank cannot transfer the principal and interest payments into the linked account that the Depositor has specified on the opening date of the LINE BK Special Rate Account or close the LINE BK Special Rate Account after transferring the principal and interest payments into the linked account that the Depositor has specified on the opening date of the LINE BK Special Rate Account for whatever the case or reason, the Depositor is required to close the LINE BK Special Rate Account by themselves. In so doing, the Depositor must transfer all the remaining balance in the LINE BK Special Rate Account into the linked account. Once completed, KBank shall send a notification of the account closing result via LINE BK on the LINE application and via email (if any) to the Depositor or other channels to be determined by KBank in the future, within 24 hours of the date that the Depositor has completed the closing of the LINE BK Special Rate Account.
  - (3) After the closing of the LINE BK Special Rate Account has been completed, the Depositor is still eligible to view details and savings status for a day via LINE BK. The Depositor can also request past statements of the LINE BK Special Rate Account for up to 12 months of the closing date of the LINE BK Special Rate Account via LINE BK or the LINE BK Call Center, Tel. 02-05555555 or other channels that are presently available or to be opened by KBank in the future.

- **Closing of account before the maturity date because the Depositor fails to make deposits more than once**
  - (1) If the Depositor fails to make deposits more than once, KBank shall transfer the principal and interest payments after deduction of withholding tax (if any) at the rate of the LINE BK Savings Account, which has been determined by KBank on the opening date into the linked account that the Depositor has specified on the opening date of the LINE BK Special Rate Account, and close the LINE BK Special Rate Account on the first date of next month. Once completed, KBank shall send a notification of the account closing result via LINE BK on the LINE application and via email (if any) to the Depositor or other channels to be determined by KBank in the future, within 24 hours of the date that the closing of the LINE BK Special Rate Account has been completed.
  - (2) If KBank cannot transfer the principal and interest payments into the linked account that the Depositor has specified on the opening date of the LINE BK Special Rate Account or close the LINE BK Special Rate Account after transferring the principal and interest payments into the linked account that the Depositor has specified on the opening date of the LINE BK Special Rate Account for whatever the case or reason, the Depositor is required to close the LINE BK Special Rate Account by themselves. In so doing, the Depositor must transfer all the remaining balance in the LINE BK Special Rate Account to the linked account. Once completed, KBank shall send a notification of the account closing result via LINE BK on the LINE application and via email (if any) to the Depositor or other channels to be determined by KBank in the future, within 24 hours of the date that the Depositor has completed the closing of the LINE BK Special Rate Account.
  - (3) After the closing of the LINE BK Special Rate Account has been completed, the Depositor is still eligible to view details and savings status for a day via LINE BK. The Depositor can also request past statements of the LINE BK Special Rate Account for up to 12 months of the closing date of the LINE BK Special Rate Account via LINE BK or the LINE BK Call Center, Tel. 02-05555555 or other channels that are presently available or to be opened by KBank in the future.
- **Closing of account before the maturity date because the Depositor wishes to close the account**
  - (1) The Depositor can close the LINE BK Special Rate Account between 6:00 a.m. and 8:00 p.m. via LINE BK by themselves. Once completed, KBank shall transfer the principal and interest payments at the rate of the LINE BK Savings Account, which has been determined by KBank on the opening date into the linked account, and close the LINE BK Special Rate Account immediately. Once completed, KBank shall send a notification of the account closing result via LINE BK on the LINE application and via email (if any) to the Depositor or other channels to be determined by KBank in the future, within 24 hours of the date that the closing of the LINE BK Special Rate Account has been completed.
  - (2) After the closing of the LINE BK Special Rate Account has been completed, the Depositor is still eligible to view details and savings status for a day via LINE BK. The Depositor can also request past statements of the LINE BK Special Rate Account for up to 12 months of the closing date of the LINE BK Special Rate Account via LINE BK or the LINE BK Call Center, Tel. 02-05555555 or other channels that are presently available or to be opened by KBank in the future.

## Deposit interest rates and fees

- Per KBank's announcements on deposit interest rates and fees during a given period: Such rates and fees may change per KBank's periodic announcements. KBank shall pay interest less withholding of tax required by law (if any) when the account reaches the maturity date (6 months or 12 months) as specified by the Depositor on the account opening date, based on the interest rate of the LINE BK Special Rate Account on the account opening date.

## Statements

- The Depositor can request past statements of the LINE BK Special Rate Account via LINE BK (for up to 12 months) or from the LINE BK Call Center, Tel. 02-0555555.
- The Depositor agrees to pay a fee for request of past statements (if any) per the rate determined by KBank.

## Other conditions

1. The deposit period is calculated from the date on which the account is opened to the maturity date plus 1 day on a daily and monthly basis. (For example, if the LINE BK Special Rate Account with a deposit period of 6 months is opened on October 15, 2020, its maturity date is April 16, 2021.)
2. The Depositor may change the linked account via LINE BK on the LINE application and use other services to be available or as determined by KBank in the future.
3. If the Depositor completes the deposit per the target before it reaches maturity, KBank shall no longer deduct funds for deposit into the account during the remaining period. In this case, the Depositor shall not be deemed as non-compliant with the deposit conditions, and shall be entitled to interest of the LINE BK Special Rate Account as of the account opening date.
4. If the Depositor makes deposit per the established term (6 or 12 months), and the deposit amount exceeds the set target (but is not in excess of 500,000 Baht), the amount of deposit in excess of the target amount shall be entitled to interest of the LINE BK Special Rate Account as of the account opening date.
5. If the Depositor authorizes a third party to use the LINE BK Special Rate Account to dishonestly receive funds transfer or withdraw funds, causing damage to KBank and/or the third party, the Depositor is responsible for the damage incurred therefrom.
6. In case there is any dispute related to the LINE BK Special Rate Account, the Depositor agrees to allow KBank to proceed with actions per the procedures and criteria of KBank.
7. Any deposits, withdrawals, transfers of funds and payments for goods/services, public utilities or other expenses will be in accordance with the criteria and conditions prescribed by KBank. The Depositor can conduct the abovementioned transactions via KBank channels, including KBank branch office, K-ATM/CDM, electronic channels, service points of Banking agents or any other channels to be provided by KBank in the future. Transactions which are conducted in accordance with the terms and conditions of each service shall be deemed valid and binding upon the Depositor, with no need for preparation of any document or evidence for each deposit or withdrawal, unless KBank determines otherwise. Once the Depositor has completely expedited the transactions per the conditions prescribed by KBank, the

Depositor agrees that the deposit balance per the LINE BK Special Rate Account in KBank's record is correct.

8. If the Depositor is a staff member, employee, partner, director or person with a position in any juristic person, and attempts to deposit a cheque payable to such juristic person in any account which does not belong to such juristic person, KBank **may refuse the deposit** of such cheque even though such cheque has been duly endorsed by the juristic person.
9. If in the future, KBank allows the Depositor to give authorization and/or power of attorney for withdrawal of funds from the LINE BK Special Rate Account, and the Depositor authorizes and/or assigns the third party to withdraw money from the LINE BK Special Rate Account on the Depositor's behalf, the Depositor agrees that if the Depositor dies without a written notice given by the Depositor's heirs to KBank, and KBank has paid the money to the person authorized and/or assigned by the Depositor before KBank receives such notice, the Depositor agrees that the payment made by KBank is correct, and KBank shall have no responsibility to the Depositor or the Depositor's heirs.
10. When transferring funds, KBank will deduct the funds from the LINE BK Special Rate Account of the Depositor in accordance with the amount identified by the Depositor, together with the fee (per KBank announcement) (if any), and the funds will be credited to the recipient immediately after the Depositor has expedited the funds transfer transaction, except for interbank funds transfer which will be subject to the timeframe specified by KBank.
11. The Depositor may receive the evidence of transaction and examine the statement via channels/services specified by KBank. "**Transaction evidence**" means documents including sales slip, funds transfer notification, statement and any other evidence made by computer data recording media or any other data recording media used to store the information, or any other evidence that the Bank of Thailand may specify in the future.
12. The Depositor agrees to pay an account maintenance fee and/or fees or other expenses including but not limited to withdrawal fees for cross-clearing zone withdrawals, transfer fees and fees for returned cheques, by authorizing KBank to debit these fees from the LINE BK Special Rate Account in accordance with KBank's terms and conditions. If there is no balance in the account, the Depositor agrees to allow KBank to close the deposit account and KBank will give prior notice thereof.
13. If KBank has to submit the withholding tax on the accrued interest of the deposit in the LINE BK Special Rate Account, but KBank has not deducted such withholding tax, the Depositor agrees to authorize KBank to deduct the funds from any type of account that the Depositor opened with KBank immediately, without prior notice.
14. If the Depositor has any outstanding debt with KBank, whether secured or unsecured, the Depositor agrees to authorize KBank to debit the Depositor's deposit account of any type held with KBank or deduct the funds under possession and/or authority of KBank, regardless of how KBank has obtained the deposit, possession and/or authority of the funds, for payment of debt and/or liability of the Depositor immediately, without giving notice. KBank shall send evidence of account debit to the Depositor for acknowledgement.

15. If KBank finds that the Depositor has deposited money into the wrong type of account or is not in compliance with the specific regulations of the Bank of Thailand (BOT), or any regulatory authorities, or any specific laws, KBank reserves the right to close the account and open a new account in order to transfer the funds to the new account, and a new deposit agreement shall be applied as stipulated by KBank, the BOT, or regulatory authorities, or any specific laws. KBank will deduct the interest (if any) calculated on the amount in such wrong type of account, and pay the interest into the new deposit account retroactively, calculated from the date on which the Depositor deposited the money into the account, for the actual period of deposit and at the interest rate of the account type to which the new deposit agreement shall be applied, as announced and stipulated by KBank.
16. The Depositor agrees that any document, data or detail that is presented and/or delivered to KBank, regardless of format, and whether it has been submitted by the Depositor or the Depositor's assignee, belongs to the Depositor, and is complete, true and up-to-date. The Depositor has the right and is legally competent to request an opening of the LINE BK Special Rate Account and transactions related to the LINE BK Special Rate Account.
17. If the Depositor wishes to change any information and/or any detail, the Depositor is required to inform KBank in writing per the criteria prescribed by KBank in advance.
18. In case KBank finds that the documents/information related to opening of the LINE BK Special Rate Account are not complete per the Terms and Conditions prescribed by KBank/banking supervisory agencies/government entities, the Depositor is required to correct and complete such documents/information and submit them to KBank as soon as possible. If the Depositor fails to do so, the Depositor agrees that KBank shall have the right to suspend any deposits, withdrawals, transfers of funds and/or any financial transactions related to the LINE BK Special Rate Account until the Depositor has corrected or completed such required documents/information related to opening of the LINE BK Special Rate Account in accordance with the aforesaid Terms and Conditions.
19. Unless otherwise stipulated by KBank, in case the Depositor has found any errors associated with the operations, or if there is an incident necessitating temporary cancellation of operations related to the service, whether in whole or in part, or if such cancellation is to be rescinded, the Depositor may contact KBank at the LINE BK Call Center, Tel. 02-0555555. Upon completion of the actions per KBank's procedures, KBank agrees to cancel the service per the period specified by KBank. The Depositor shall be liable for actions and transactions undertaken prior to the enactment of such a cancellation period. In this connection, KBank reserves the right to ignore any request that is in contravention of the rules/regulations of KBank, public agencies and/or the Bank of Thailand.

If the Depositor has found any errors associated with the payment and/or funds transfer, or if there is an incident necessitating temporary cancellation of operations related to this service, the Depositor shall provide the information regarding date, time, related parties, amount of money and type of transaction or any other information as requested by KBank. KBank will conduct an investigation based on the received information, examine the facts and correct any error (if any) based chiefly on rules and regulations of public agencies and/or the Bank of Thailand and/or KBank.



20. KBank shall not be liable to the Depositor or the funds recipient for any damage caused by the Depositor's service equipment or tool or mobile phone network error or internet system malfunction.
21. The Depositor agrees that KBank may transfer the rights and/or benefits and/or duties, either in whole or in part, in the LINE BK Special Rate Account to any individual and/or financial institution as KBank deems appropriate, without any consent from the Depositor. Nonetheless, the Depositor cannot transfer the rights and/or benefits and/or duties, either in whole or in part, in the LINE BK Special Rate Account to any individual and/or financial institution, unless a prior written consent is given by KBank.
22. Change in conditions of opening and use of the LINE BK Special Rate Account
  - 22.1 If the change in conditions causes the Depositor to incur more burden or risk, such a change shall require prior consent from the Depositor.
  - 22.2 If other conditions are to be changed, the Depositor agrees to authorize KBank to make the change as it deems appropriate. If the change affects the Depositor's use of the service (such as adjustment of service fees to reflect rising costs, change to service channels, change to due date), KBank shall expressly communicate, or give notice of, material information of the change to the Depositor at least 30 (thirty) days in advance or within the period required by law.
  - 22.3 If KBank is required by the relevant laws and regulations to proceed with a change in other specific conditions, the Depositor agrees to authorize KBank to act in compliance therewith.
23. KBank has the right to suspend the LINE BK Special Rate Account and/or freeze deposits in the LINE BK Special Rate Account and/or close the LINE BK Special Rate Account and/or suspend and/or change and/or terminate the service under the Terms and Conditions, either in whole or in part, or for any particular depositor, at any time, and KBank will make an advance notification to the Depositor, except for the following incidents where the Depositor authorizes KBank to exercise its discretion to proceed with the aforesaid actions **immediately**, as KBank deems appropriate. The Depositor agrees that KBank will not be held responsible for any damages caused by the following actions (if any).
  - 23.1 Any information, detail, certification or confirmation given by the Depositor to KBank is found to be false, inaccurate or incorrect, or may create material misunderstanding.
  - 23.2 It has been reliably confirmed that the information and/or details given by the Depositor to KBank for actions per the Terms and Conditions, or the Depositor's service use, have produced negative impacts upon or affected any rights of KBank or a third party, or it is deemed that the Depositor may have an objective that is unlawful, or contrary to public order or morality, or may result in KBank's performance of an illegal action and/or the violation of regulations and/or orders and/or request for cooperation of KBank and/or the Bank of Thailand and/or inspector and/or banking regulatory or supervisory agencies.
  - 23.3 It has been reliably confirmed that the Depositor has not used deposit account by themselves or another person who is not the Depositor has used the Depositor's account

- 23.4 In the event that the balance of the LINE BK Special Rate Account is on the debit side, the LINE BK Special Rate Account is frozen by court order or competent authorities, or the Depositor is deceased, or the LINE BK Special Rate Account or the Depositor is involved in any illegal acts or receiving funds from another person making funds transfer to the wrong account, or any case as KBank deems appropriate.
- 23.5 The Depositor has violated any item of the Terms and Conditions, including failure to pay fees/service fees/expenses and taxes (if any).
- 23.6 KBank shall comply with the law, regulations, requirements or orders and/or requests for cooperation from a court of law or competent authorities, or the Bank of Thailand, or banking regulatory agencies.
24. Any letter, notice, or information which KBank has sent to the Depositor per the address given to KBank, 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 KBank, or via the services/channels earlier agreed upon by the Depositor with KBank (collectively referred to as the **"Channel for Receiving Information"**, unless individually specified), shall be deemed as having been rightfully sent to the Depositor, 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 notification of the relocation, change or demolition given to the Bank; or such a letter, notice or information cannot be sent because the Channel for Receiving Information cannot be located, it shall be deemed that the Depositor 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 Depositor shall immediately inform KBank of the change in writing.
25. The Depositor agrees to comply with the laws, rules, regulations, orders, handbooks, requests for cooperation and requirements of the Bank of Thailand, a court of law, competent authorities and any other competent entities (as the case may be), at present and to be made in the future (herein collectively referred to as **"Related Laws and Regulations"**). Whenever there is any change thereof, the Depositor agrees to comply therewith without delay, as notified by KBank to the Depositor. If the Depositor violates or fails to comply with the Related Laws and Regulations, resulting in KBank being held accountable for fines, damages and/or expenses, the Depositor agrees to assume responsibility for such payments to KBank at once.
26. The Depositor agrees to pay fees/service charges and any related expenses as determined and notified by KBank to the Depositor via various channels. KBank may change the rate of fees, service charges and any related expenses in the future under the conditions stated in Item 22.
27. Any delays or exemptions in exercising rights under the law, or the Terms and Conditions, including handbooks and KBank's operational procedures and IVR system, shall not be regarded as KBank's relinquishing of such rights or as KBank's giving the Depositor consent to act in breach of the contract.

28. The Depositor agrees and accepts that in the event that the Depositor opens the LINE BK Special Rate Account via LINE BK or other channels/services (if any) as determined by KBank, the affixing of signature per the Terms and Conditions under KBank Service via LINE BK or other channels/services (if any) as determined by KBank (as the case may be), the use of PIN and/or One-Time Password (OTP) and/or any other device to log in to LINE BK or other channels/services (if any) as determined by KBank (as the case may be) and/or to accept/confirm/affix signature for the use of service (under the terms and conditions of KBank Service via LINE BK or other channels/services (if any) as determined by KBank (as the case may be))(herein collectively referred to as “**Funds Transfer Tool**”), shall be deemed as having been executed by way of electronic signature that the Depositor uses in accepting/confirming/signing to open the LINE BK Special Rate Account through KBank Service via LINE BK or other channels/services (if any) as determined by KBank (as the case may be), and as the affixing of signature under the Terms and Conditions. The Depositor agrees that any action carried out by such Funds Transfer Tool is deemed correct and complete on the date of acceptance/confirmation/signing of signature for the opening of the LINE BK Special Rate Account through KBank Service via LINE BK or any channel/service (if any) as determined by KBank (as the case may be). The Depositor also agrees that such a transaction is binding upon the Depositor, and it is deemed that the Depositor has affixed the electronic signature with KBank as evidence for producing the Terms and Conditions completely and accurately. The Depositor agrees that KBank may use such transaction data for the opening of the LINE BK Special Rate Account through KBank Service via LINE BK or other channel/service (if any) as determined by KBank (as the case may be) as the original and legal evidence for the Depositor’s opening of the LINE BK Special Rate Account through KBank Service via LINE BK or any channel/service (if any) as determined by KBank (as the case may be) and for any legal proceedings in all respects.
29. The Depositor 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 Depositor 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 Depositor 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](http://www.kasikornbank.com/en/privacy-policy)

In the event that the Depositor discloses another person’s personal data to the Bank for the aforementioned purposes, the Applicant represents and warrants to the Bank that the Depositor 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.

30. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Thailand, and the courts of Thailand shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Terms and Conditions.
31. In using inward / outward remittance service, the Depositor agrees and consents to the Bank to disclose the Depositor's account name and account number to either remittance sender and remittance sender service provider in foreign country or remittance recipient and remittance recipient service provider in foreign country (as the case may be) for the purpose of complying with applicable laws and regulations governing remittance sender service provider in foreign country or remittance recipient service provider in foreign country and performing transaction correctly. If the Depositor does not wish to disclose information in such a case and the Depositor agrees that the Depositor may be unable to use some of inward / outward remittance service which uses such information, the Depositor may contact the Bank at K-Contact Center Tel. 02-8888888.