

## Terms and Conditions for Use of LINE BK Online Debit Card of KASIKORNBANK PCL applied via LINE BK

These terms and conditions shall be applied with the person approved as a holder of LINE BK Online Debit Card of KASIKORNBANK PCL applied via LINE BK, hereinafter referred to as the “Cardholder”. The Cardholder hereby agrees to be bound by and comply with the terms and conditions for the use of debit cards of KASIKORNBANK Public Company Limited (the “Terms and Conditions”):

The following terms shall have the definitions set forth below:

“Funds Transfer Tool”	refers to	password and/or PIN and/or LINE BK Online Debit Card PIN and/or LINE BK Online Debit Card number and CVW number and/or One-Time Password (OTP) and/or other tools used by the Cardholder to access the services per these terms and conditions and/or to confirm the use of services.
“KBank”	refers to	KASIKORNBANK Public Company Limited
“Member Banks”	refers to	Other banks that are members of a credit card company
“LINE BK Online Debit Card”	refers to	a virtual debit card issued by KBank to a cardholder, with provision of a 16- digit number, a CVW number and an expiration date, for payment of goods and/or services and/or utility fees, balance inquiry and application for existing and/or future electronic services of KBank, card accepting machine, or for use of other services to be announced by KBank, from time to time, in accordance with the terms and conditions notified by KBank; and also refers to other cards to be issued by KBank in the future, regardless of their names, but with identical features, by debiting the Cardholder’s deposit account
“Credit Card Company”	refers to	VISA INTERNATIONAL SERVICE ASSOCIATION and/or MASTERCARD INTERNATIONAL INCORPORATED and/or CHINA UNIONPAY COMPANY LIMITED and/or JCB INTERNATIONAL COMPANY LIMITED and/or Thai Payment Network Company and/or other credit card company of which KBank and/or member banks are and/or shall be members in the future.
“LINE BK Online Debit Card transaction notice”	refers to	notice or record of LINE BK Online Debit Card spending

“Cardholder”	refers to	person approved by KBank as a holder of LINE BK Online Debit Card
“Merchant”	refers to	establishment, service point or seller of goods/service provider accepting LINE BK Online Debit Card payment

General terms and conditions

1. The Cardholder agrees and accepts that the Application for LINE BK Online Debit Card shall be made via LINE BK with the use of Funds Transfer Tool as specified in the Terms and Conditions for Use of Service via LINE BK, which is regarded as a tool for applying for the LINE BK Online Debit Card via LINE BK. The Cardholder also agrees that any action performed by using the Funds Transfer Tool, as specified in the Terms and Conditions for Use of Service via LINE BK, shall be deemed complete and valid from the time the application for LINE BK Online Debit Card via LINE BK is confirmed, and shall be binding upon the Cardholder; and it shall be deemed executed by the Cardholder by way of electronic signature given to KBank, as an evidence for the application for LINE BK Online Debit Card via LINE BK, which is complete and valid. The Cardholder also agrees to allow KBank to use information for the application for LINE BK Online Debit Card via LINE BK as original documents and an evidence for proving that the Cardholder has applied for the LINE BK Online Debit Card via LINE BK, which can be used for legal proceedings, in all respects.
2. The Cardholder agrees and acknowledges that to apply for LINE BK Online Debit Card, the Cardholder shall have qualifications and comply with conditions for LINE BK Online Debit Card application and shall not apply for LINE BK Online Debit Card with its number exceeding the number of deposit account per the criteria determined by KBank.
3. The Cardholder agrees and accepts that KBank shall issue the LINE BK Online Debit Card to the Cardholder for use of services with KBank by debiting the Cardholder’s deposit account with the type determined by KBank. The Cardholder can link the LINE BK Online Debit Card to one account. The Cardholder agrees and accepts that the Cardholder can use the LINE BK Online Debit Card only if there are sufficient funds in the deposit account for conducting a transaction and making fee payment.
4. The Cardholder agrees that the Cardholder shall not transfer or deliver the Funds Transfer Tool or take any action that may cause the Funds Transfer Tool to be in a third party’s possession, and shall always safeguard the Funds Transfer Tool. If the Cardholder violates the Terms and Conditions, which results in the use of the Funds Transfer Tool, the Cardholder shall be liable for the use of the LINE BK Online Debit Card and it shall be deemed that the LINE BK Online Debit Card has been used by the Cardholder.
5. The Cardholder agrees to use the LINE BK Online Debit Card and/or Funds Transfer Tool in accordance with the following terms and conditions:
  - 5.1 The LINE BK Online Debit Card and/or Funds Transfer Tool shall be kept confidential by the Cardholder. Disclosure of Fund Transfer Tool is deemed as non-compliance with these Terms and Conditions.

5.2 In case the Cardholder forgets the Funds Transfer Tool, or another entity fraudulently obtains knowledge of the Funds Transfer Tool, or the Cardholder wishes to suspend or cancel the LINE BK Online Debit Card, the Cardholder shall contact the LINE BK Call Center at 02-05555555, 24 hours a day, or via LINE BK or any other channel determined by KBank.

5.3 The Cardholder agrees and accepts that any action including (but not limited to) application for and use of services, funds transfer, examination/ proof of identity/ approval of transactions, agreement to/ revision of/ change in/ addition to the terms and conditions/ service/ fees of services, either of KBank and/or another entity, whether performed by the Cardholder or by any other person using the LINE BK Online Debit Card and/or the Funds Transfer Tool, shall be deemed complete and valid, and shall be binding upon the Cardholder as if it were conducted by the Cardholder themselves; and it shall be deemed executed by the Cardholder by way of electronic signature given to KBank, as an evidence for such a transaction, which is complete and valid from the time the transaction is confirmed. The Cardholder agrees to and assumes total responsibility and risk related to the use of the service via electronic channels given that the Cardholder can conduct transactions by themselves, which does not require any additional documents or evidence for confirmation and/or to be delivered to KBank, unless otherwise established by KBank. The Cardholder shall check the amount every time a transaction has been conducted.

6. The Cardholder may block the LINE BK Online Debit Card by contacting the LINE BK Call Center at 02-05555555, 24 hours a day, or via LINE BK or any other channel determined by KBank, 24 hours a day. The Debit Card shall be blocked within 5 minutes after KBank receives the complete instruction or notification from the Cardholder.

7. The Cardholder agrees to pay application fee/ fee for issuance of a new 16-digit number and CVV number, annual fee, related fees and/or expenses as determined by KBank. The Cardholder can view transactions related to deduction of annual fee, fees and/or expenses from the LINE BK Online Debit Card Transaction Notice and/or deposit account statements until the Cardholder requests termination of the LINE BK Online Debit Card use.

The Cardholder authorizes KBank to deduct funds per the procedure as specified in Clause 17 for payment of fees and/or related expenses until the fees and/or related expenses are paid in full. The Cardholder agrees and accepts that, if the outstanding balance of the Cardholder's account is not sufficient for such deduction, use of the LINE BK Online Debit Card shall not be possible until the Cardholder pays the fees and/or expenses in full via the channels per the formats and methods specified by KBank, and gives notice thereof to KBank.

8. The Cardholder agrees that the LINE BK Online Debit Card spending in any foreign currency shall be collected in Thai Baht per the rates specified by the Credit Card Company of which KBank is a member as of the date of such collection from KBank. If the amount is not in US Dollars, it may be converted into US Dollars before being converted into Thai Baht for collection from KBank. The Cardholder may check the forex rate for reference at:

VISA: <http://usa.visa.com/personal/card-benefits/travel/exchange-rate-calculator.jsp>

MasterCard: <https://www.mastercard.us/en-us/personal/get-support/convert-currency.html>

UnionPay: <https://www.unionpayintl.com/cardholderServ/serviceCenter/rate?language=en>

JCB: <https://www.jcb.jp/rate/usd.html>

In addition, the Cardholder agrees that KBank has the right to charge a fee for currency conversion risk at a percentage specified by KBank based on the incurred spending amount in order to prevent any risk arising from such currency conversion (the current rate is 2.5 percent). The currency conversion fee may change, and KBank shall give written notice to the Cardholder of such a change. The Cardholder may check the fee for currency conversion risk at the "Notification on Service Charges, Penalty Fees related to Deposits, Loans and other Service Charges, Fees/Service Charges for ATM Cards, Debit Cards, Services of Funds Transfer and Foreign Instruments" that is applicable at a given time.

9. The Cardholder can use the LINE BK Online Debit Card for KBank's services within the spending limit determined by KBank. The Cardholder may increase or decrease the spending limit via the LINE BK Call Center, tel. 02-05555555, LINE BK or any other channel determined by KBank (up to the established maximum limit). KBank reserves the right to change or add conditions of the abovementioned services as KBank deems appropriate. Such changes or additions shall be informed by KBank to the Cardholder per KBank's methods and in accordance with the law.
10. If KBank has noted a suspicious and/or irregular purchase of goods and/or services, the Cardholder agrees that KBank shall temporarily suspend the use of the Card limits for purchase of goods and/or services, either one or all of them, and inform the Cardholder accordingly, in order to prevent any damage to the Cardholder. After the Cardholder has confirmed to KBank that such financial transactions are correct, the Cardholder shall be able to once more use the limits for purchase of goods and/or services, either one or all of them. The Cardholder agrees and accepts that KBank's action has been taken for the Cardholder's security and benefit.
11. The Cardholder agrees and acknowledges that each LINE BK Online Debit Card spending will be effective once the transaction is completed, and the LINE BK Online Debit Card Transaction Notice that the Cardholder receives on the day of the transaction shall be considered notification of the payment due date and submission of the LINE BK Online Debit Card Transaction Notice to the Cardholder as evidence for the use of the LINE BK Online Debit Card.
12. In case of the LINE BK Online Debit Card spending for which the Cardholder has requested a LINE BK Online Debit Card Transaction Notice, KBank shall send the LINE BK Online Debit Card Transaction Notice to the Cardholder via the channels and per the formats and schedules specified by KBank. Should any inaccurate transaction be found, the Cardholder shall inform KBank of such inaccuracy within 10 business days of receipt of the LINE BK Online Debit Card Transaction Notice in accordance with the normal postal period. However, the Cardholder shall not be deprived of their rights should the Cardholder be able to later prove that some expenses shown in the LINE BK Online Debit Card Transaction Notice are inaccurate, which is not caused by the Cardholder's fault or error. The Cardholder shall lodge an objection within 60 days of receipt of the LINE BK Online Debit Card Transaction Notice from KBank.
13. Should the Cardholder wish to change the method to receive the LINE BK Online Debit Card Transaction Notice, the Cardholder shall give written notice to KBank at least 30 days in advance. The Cardholder agrees and acknowledges that KBank shall send the LINE BK Online Debit Card Transaction Notice via the channels and per the formats and schedules specified by KBank only.

14. The Cardholder agrees and acknowledges that the LINE BK Online Debit Card cannot be temporarily suspended or canceled. If the Cardholder does not wish to use the virtual Debit Card, the Cardholder may notify KBank of their intention to terminate the virtual Debit Card via the LINE BK Call Center at 02-0555555 or LINE BK, or via the channels and per the methods specified by KBank.

KBank shall proceed to suspend or cancel the LINE BK Online Debit Card spending within 5 minutes after KBank receives such notification. The Cardholder is not held responsible for the debts incurred after the aforementioned 5- minute period, except where KBank can prove that the debt is incurred by the Cardholder.

The Cardholder agrees and acknowledges that the Cardholder shall be responsible for payment of debts incurred from the LINE BK Online Debit Card spending to KBank in full before having the right to receive a refund of the annual fee from KBank for the period during which the service is not used (in case where the annual fee has been paid by account debiting). The refund of annual fee shall be calculated on a pro-rata basis, based on the calendar months during which the service has not been used; a fraction of a month shall not be counted. The Cardholder agrees that KBank has the right to immediately use the annual fee which the Cardholder is entitled to receive as a refund for settlement of unpaid LINE BK Online Debit Card debt. It shall be deemed that the Cardholder has received the refund of annual fee once KBank has credited the annual fee into the Cardholder's account.

15. If the Cardholder is entitled to the refund of annual fee as mentioned in Clause 14, KBank shall proceed to return the annual fee to the Cardholder by crediting into the deposit account linked to the cancelled LINE BK Online Debit Card per the agreement made by the Cardholder. If the account is closed, KBank shall return the sum to the Cardholder via the channel and per the format as KBank deems appropriate.
16. KBank has the right to cancel the LINE BK Online Debit Card service, revoke the usage of the LINE BK Online Debit Card and deny the usage thereof, or recall the LINE BK Online Debit Card in the following cases:
  - 16.1 The Cardholder transfers the LINE BK Online Debit Card to another person or allows another person to use the LINE BK Online Debit Card on their behalf.
  - 16.2 There is insufficient balance in the account for payment of fees and other expenses to KBank.
  - 16.3 A civil or bankruptcy lawsuit has been filed against the Cardholder, or the Cardholder has been requested to undergo business rehabilitation or is subject to receivership or has faced a criminal charge, or public agencies or competent authorities have issued an order to confiscate or garnish the Cardholder's property, or the Cardholder's property has been ordered to become state property.
  - 16.4 The Cardholder has died, suffered from chronic illness or become disabled, which KBank considers to have affected the Cardholder's debt repayment capability.
  - 16.5 The Cardholder has faced other problems which KBank considers to have significantly affected the Cardholder's debt repayment capability.
  - 16.6 The Cardholder has made or used fake documents to apply for the LINE BK Online Debit Card or other services related to the LINE BK Online Debit Card or to avoid criteria of the Cardholder's qualifications per related laws or regulations announced by related supervisory agencies, or has committed an action that can be interpreted as being fraudulent towards KBank or the general public, or has engaged in behavior that can be seen as contrary to laws/public order/good morals.
  - 16.7 The Cardholder violates any stipulation of this LINE BK Online Debit Card Agreement.

- 16.8 KBank has found that information in the application form or other documents of the Cardholder is inaccurate, incomplete or untrue.
- 16.9 The Cardholder lacks any qualification per related laws or regulations prescribed by related supervisory agencies that are in effect, or related laws or regulations that are in effect stipulate that the LINE BK Online Debit Card service under these Terms and Conditions can no longer be made available.
- 16.10 If KBank suspects that the LINE BK Online Debit Card has been fraudulently used by another person, KBank has the right to immediately cancel the LINE BK Online Debit Card for the Cardholder's security. KBank shall issue a new LINE BK Online Debit Card and inform the Cardholder accordingly.

17. The Cardholder allows KBank to immediately debit any type of the Cardholder's deposit accounts held at KBank or any sum that is under the possession, care and/or authority of KBank, regardless of how KBank has obtained the funds, possession, care and/or authority, for payment of debts and/or liabilities of the Cardholder, without prior notice. KBank will send evidence for account debit to the Cardholder.

If there are no or insufficient funds in all types of deposit accounts, and/or any amount in the possession of the Cardholder is insufficient for full settlement of debt and/or liabilities, the Cardholder agrees to pay to KBank the outstanding debt and/or liabilities.

18. If in the future KBank provides other services apart from those specified in these Terms and Conditions to the Cardholder, and the Cardholder agrees to use such services, the Cardholder agrees that no additional evidence shall be required.

19. Data collection, usage and disclosure

The Cardholder 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 Cardholder 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 Cardholder 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 Cardholder discloses another person's personal data to the Bank for the aforementioned purposes, the Cardholder represents and warrants to the Bank that the Cardholder 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.

20. Revision of the conditions for debit card usage

20.1 If the revised conditions cause the Cardholder to incur more burden or increased risk, the conditions will only take effect when the Cardholder gives their consent.

20.2 If the revision exists outside of Clause 20.1, or should interest rates, penalty fees, fees, service charges and other expenses need to be revised as a result of increased cost, the Cardholder agrees that KBank has the right to make revisions as deemed necessary. The Cardholder shall be notified in advance, in writing, of significant revisions by KBank (in characters no smaller than 2 mm and not more than 11 characters in 1 inch), within one of the following periods:

(1) Not less than 20 days, or

(2) In case of emergency, not less than 7 days, via

(a) Postal mail, or

(b) Daily advertisements in Thai newspapers which are distributed nationwide, and reissuance as an official note.

Such revisions that benefit or lessen the burden of the Cardholder will be effective immediately. KBank will notify the Cardholder of such changes within 30 days after enactment.

20.3 If a law and/or regulation determines that KBank must specifically carry out revisions of terms and conditions, the Cardholder agrees to allow KBank to act in accordance with the aforementioned law/regulation.

21. In case any document, letter or notice is delivered by KBank to the Cardholder per the home or office address, mobile phone or email address, or any other means that were notified through LINE BK or were notified to KBank, the Cardholder shall deem that such an address is correct and the delivery has been accomplished.

22. If the Cardholder changes their address, place of work, mobile phone number, email address or occupation, the Cardholder must notify KBank of the changes in writing immediately.

23. The Cardholder can use the service via any other electronic channel provided by KBank for transactions related to the LINE BK Online Debit Card such as spending transaction check and/or suspension and/or blocking-unblocking the LINE BK Online Debit Card. The Cardholder agrees to comply with the terms and conditions and the method for the relevant electronic channel.

24. The Cardholder cannot transfer any existing rights and/or benefits and/or responsibilities under the Terms and Conditions to any individual, either in full or in part.

25. Only one deposit account can be linked with a LINE BK Online Debit Account. If the Cardholder wishes to have a LINE BK Online Debit Account reissued in place of the expired one, the Cardholder shall inform KBank of their intention to cancel the expired LINE BK Online Debit Card before applying for the new one. The Cardholder must cancel the LINE BK Online Debit Card at the LINE BK Call Center tel. 02-0555555, or via LINE BK or via the channels and methods as determined by KBank.

26. Any delays or exemptions in exercising rights under the law or these Terms and Conditions shall not be regarded as KBank's relinquishing such rights or as KBank's giving the Cardholder consent to perform any act.
27. If any clause of these Terms and Conditions is contradictory to or do not correspond with the Notification of the Contract Committee Re: Credit Card Business as a Contract-Controlled Business B.E. 2542 (1999) (and its amendments) that is currently in effect and shall be effective in the future, the stipulation of the Contract Committee's notification shall prevail.

**Terms and Conditions for Use of LINE BK Online Debit Card for Payment for Goods and/or Services**

1. In using the LINE BK Online Debit Card in lieu of cash for payment for goods and/or services, the Cardholder shall purchase goods and/or services with the merchant that accepts payment for goods and/or services by providing the number of the LINE BK Online Debit Card verbally or in writing. The Cardholder agrees that documents and/or information for purchase of goods and/or services that the merchant and/or the Credit Card Company has prepared is deemed as evidence of the Cardholder's use of the LINE BK Online Debit Card for payment for goods and/or services in lieu of cash, and the Cardholder agrees that the payment collection made by the merchant with KBank shall be deemed as the Cardholder's instruction given to KBank to pay for goods and/or services to the merchant.
2. The Cardholder agrees to authorize KBank to debit the Cardholder's deposit account linked to the LINE BK Online Debit Card presented by the Cardholder to the Merchant per the method and criteria determined by KBank. If it is a recurring payment, KBank shall debit the deposit account based on the amount and the timeline the Merchant has provided KBank in each occasion, and it shall be deemed that the account debit is valid and binding upon the Cardholder without giving consent or providing any other evidence to KBank. If KBank cannot debit the deposit account, for whatever reason, including (but not limited to) the fact that there are insufficient funds in the deposit account or the LINE BK Online Debit Card presented by the Cardholder to the Merchant has been cancelled or changed and the Cardholder has not informed the Merchant of the cancellation or change thereof, KBank may cancel the payment transaction and shall not reprocess the account debit, and it shall be deemed that the account debit is unsuccessful.
3. KBank shall not, in any event, accept responsibility if the Merchant does not accept the LINE BK Online Debit Card or does not allow the Cardholder to use the LINE BK Online Debit Card for payment for goods and/or services.
4. If the Cardholder uses the LINE BK Online Debit Card to purchase goods and/or services, and the goods purchased are defective or damaged or the Cardholder is not satisfied with the service provided, the Cardholder is not entitled to demand that KBank accept responsibility; it is the Cardholder's responsibility to lodge a complaint with the Merchant themselves.
5. The Cardholder agrees and acknowledges that the acceptance for return of, or exchange for, goods and/or services must be in accordance with the terms of the relevant Merchant. KBank has no involvement with the request for return of, or exchange for, goods and/or services, and the Cardholder shall directly contact the Merchant themselves.



6. If KBank has entered into an agreement with the Merchant to allow the Cardholder to purchase goods and/or use services by simply expressing their intention to make payment and providing the LINE BK Online Debit Card number verbally or in writing to allow the Merchant to collect payment from KBank, the Cardholder agrees to the following:

6.1 If the Cardholder objects and asserts that the Cardholder has neither purchased the goods nor requested the services from the Merchant, KBank shall immediately withhold the payment collection from the Cardholder. If payment collection has been made, KBank will immediately reimburse the funds to the Cardholder, except where KBank can prove that the debt has been incurred by the Cardholder, and shall later demand reimbursement from the Cardholder.

6.2 The Cardholder shall not be deprived of the right to cancel the purchase of goods and/or services within 45 days of the purchase date or within 30 days of the due date for delivery of goods and/or services. If the due date for delivery of goods and/or services is set in writing, and if the Cardholder can prove that the goods and/or services have not been received, or the delivery is not in accordance with the scheduled time, or the goods and/or services that are delivered are incomplete or defective, or not in accordance with the objective, KBank shall not proceed with the payment collection from the Cardholder. If the payment has been collected and it is for the purchase of goods and/or services within the country, KBank shall reimburse the Cardholder within 30 days of the date the Cardholder gives notice to KBank. If it is for the purchase of goods and/or services from abroad, KBank shall reimburse the Cardholder within 60 days of the date the Cardholder gives notice to KBank.

#### Terms and Conditions of 3D Secure Service

Welcome and thank you for choosing to use the 3D Secure (Verified by Visa, MasterCard SecureCode, J/Secure) authentication service. Before using, please thoroughly read the terms and conditions of 3D Secure carefully. In the event that you are disagreeable and unacceptable to the terms and conditions specified hereunder, please discontinue to access the 3D Secure and this web page. The 'Issuer' referred herein shall mean the financial institution where issued your Credit Card / Debit Card. The words 'we', 'us' and 'our' referred herein shall mean the Issuer and its suppliers who provide a card processing and web- hosting services; and 'you,' 'your,' or 'yours' referred herein shall mean the user of 3D Secure. The terms and conditions of 3D Secure shall be deemed as supplementary terms and conditions to and as an integral part of Issuer's cardholder agreement(s); executed between you and the relevant Issuer ('Cardholder Agreement'). Therefore, in addition to the terms and conditions hereof, any transaction transacted by you through 3D Secure is also subject to the relevant Cardholder Agreement only to the extent not being contrary to the terms and conditions hereof.

#### 1. ACCEPTANCE OF TERMS AND CONDITIONS

a. 3D Secure provides its service to you, subject to the following terms and conditions of service ('TOS'); and the Cardholder Agreement governing any transaction transacted by you through 3D Secure only to the extent not being contrary to the TOS. The TOS is always subject to revision and/or change and/or alteration and/or amendment, and/or update by us from time to time without notice to you. Use of the 3D Secure constitutes your acceptance of TOS. In addition,

when using 3D Secure, you shall be subject to any guidelines or rules determined by (Card Scheme). and also applicable to 3D Secure that may be posted from time to time on the website of (Card Scheme)

b. You agree that a determination of 3D Secure account password, and/or use of 3D Secure will represent your acceptance of this TOS, and your continuing use of 3D Secure after revisions and/or change and/or alteration and/or amendment and/or update to this TOS and/or any relevant posted guidelines or rules shall constitute your agreement and acceptance to such revised and/or altered and/or amended and/or updated TOS and/or any relevant posted guidelines or rules.

c. Unless otherwise explicitly stated herein, any new features of 3D Secure that may constitute any augment, enhancement or otherwise change to 3D Secure shall be subject to this TOS. Such augment, enhancement or change to 3D Secure shall not impair this TOS and this TOS shall be still effective.

d. The Issuer reserves the right; at any time and from time to time; to modify, suspend or discontinue, whether temporarily or permanently, providing 3D Secure (or any part thereof) without notice.

## 2. DESCRIPTION OF 3D Secure

3D Secure provides you by a way of increasing security, by reducing the chances of fraudulent online transactions and/or other transactions transacted by you through 3D Secure. In registration for 3D Secure, you are required to provide your personal information to us, which is then used to confirm your identity in connection with your online transactions and/or other transactions transacted by you through 3D Secure, as discussed in more detail in Section 5 below. 3D Secure may be used for any relevant recording, keeping and reporting purposes, as well as resolving any transaction disputes. Your Registration Data, as defined in Section 3( b), and other personal information shall not be shared with any merchants, as described in more detail in Section 6 below.

## 3. YOUR REGISTRATION OBLIGATIONS

You agree to (i) provide us for true, accurate, current and complete information about yourself and fill in such information on 3D Secure's registration form ('Registration Data'), and (ii) always maintain, from time to time update the Registration Data in order to enable us to keep your information as true, accurate, current and complete Registration Data. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of 3D Secure and/or your card account. You hereby agree and accept that such suspension, termination, or refuse by us to your current or future use of 3D Secure or your card account shall not cause any responsibilities and/or liabilities against us and you shall not raise such suspension, termination, or refuse to be a cause of your loss and/or damage.

## 4. REGISTRATION

a. In order to Verified the authentication of your using 3D Secure, you hereby agree and accept that you are compulsorily required by us to provide your information for us which such information shall enable us to Verified that you are the owner of or the authorized user of the specified Credit Card / Debit Card(s). Such provided information shall be accurate to your latest Credit Card / Debit Card information maintaining in our record and/or in any our relevant system. For the purpose of the above-mentioned verification, you hereby authorize us to make such verification by the method as we deem appropriate.

b. If you are unable to provide adequate information for us to Verified your identity, we shall not allow you to register for using 3D Secure. You hereby represent and warrant that the Registration Data and any information provided by you for

the purpose hereof are true and accurate. Whereupon your Registration Data and any information have been verified and approved for the relevant transaction, you are entitled to use the Credit Card / Debit Card(s) which you have registered for using 3D Secure.

c. If you are not able to accomplish your registration for 3D Secure, the merchant always reserves its right not to accept your (Card Scheme) Credit Card / Debit Card in payment for any relevant transactions and/or goods and/or services transacted and/or buy and/or apply by you under 3D Secure.

d. In order to use 3D Secure, you must have the legal capacity to access the relevant website and must pay us for any service fees and/or any other fees associated with such access. In addition, you must have the necessary equipment to make such access to the relevant website, such as a computer and/or modem and/or other access device.

e. In the event that you have a question regarding the 3D Secure registration process or a transaction using 3D Secure, you should direct that question to Issuer's customer service department.

## 5. AUTHENTICATION

a. During registration in 3D Secure, you may be asked to select and/or may be provided a password and hint-and-response question and answer. When engaging in an online transaction or other form of transaction for which 3D Secure is used, you may be asked for your 3D Secure password or hint response before the merchant will accept your (Card Scheme) Credit Card / Debit Card in payment for the aforesaid transaction. If you are unable to provide your 3D Secure password or hint response, or if the authentication through 3D Secure otherwise fails, the merchant may not accept your (Card Scheme) Credit Card / Debit Card in payment for that transaction.

b. By registering in 3D Secure, you assent to the use and the method of 3D Secure to evidence your authenticated identity; and hereby certify the accomplished transactions authorized and approved to transact by 3D Secure prior to return to the regular intervals.

## 6. CARDHOLDER PASSWORD AND SECURITY MEASURE

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with 3D Secure, and all activities which occurred as a result of using your password, Registration Data or other verification information supplied to or established by you with 3D Secure. You agree not to disclose, transfer or sell your use of, or access to, 3D Secure to any third party. You agree to immediately notify us of any unauthorized use of your password, Registration Data or other verification information, or any other violation of security measure. You acknowledge and agree that, except as otherwise provided by applicable law or in the Cardholder Agreement, we shall not be liable for any loss and/or damage arising from your failure to comply with this TOS.

## 7. PRIVACY OF REGISTRATION DATA

a. We shall store your Registration Data provided for 3D Secure. Your Registration Data will not be shared with and shall not be disclosed to any online retail merchants or any other type of merchants which 3D Secure is used for verification of transactions.

b. You acknowledge and agree that your Registration Data provided for 3D Secure may be disclosed by us (a) only to the extent required by applicable laws and/or by applicable regulations and/or orders of any regulatory authorities and/or The Bank of Thailand; or (b) as reasonably necessary for us to enforce this TOS. You hereby agree and accept that such disclosure by us shall not cause any responsibilities and/or liabilities on our part.

## 8. YOUR CONDUCT

You agree not to:

- a. impersonate any person or entity for using 3D Secure;
- b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer, hardware, software or other telecommunications equipment used by 3D Secure;
- c. spam or flood the 3D Secure Website or service;
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- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine,' or in any way reproduce or circumvent the navigational structure or presentation of the 3D Secure Website or service or its contents;
- h. otherwise interfere with, or disrupt, 3D Secure or servers or networks connected to 3D Secure, or violate this TOS or any requirements, procedures, policies or regulations of 3D Secure or of any networks connected to 3D Secure; or
- i. intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by (Card Scheme) (all of which shall constitute "Applicable Regulation") in connection with your use of 3D Secure.

## 9. LIABILITY

- a. Under no circumstances we will be liable for consequential, incidental, special or indirect losses or other damage, such as any damage to your computer or telephone service resulting from your use of 3D Secure and etc.
- b. We assume no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from this website.

## 10. TERMINATION

- a. If you want to terminate your using 3D Secure, you must call Issuer's customer service department so that your password and Registration Data maintained with 3D Secure shall be deactivated. Any purchases of goods and/or services which you made by using 3D Secure prior to deactivation will not be affected.
- b. We always reserves our right to temporarily or permanently deactivate your access to use 3D Secure. We always reserves our right to terminate rendering 3D Secure to you at any time, with or without fault on your part. As security measure, we are entitled to automatically deactivate your access to use 3D Secure, if 3D Secure is not used by you at least one time during any six ( 6) months period. If we deactivate your access to use 3D Secure, we may give you notice at the most current e- mail address which you have provided us as reflected in our records.

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Your correspondence or business dealings with, or participation in promotions of, online retail merchants or other type of merchants where business dealing transacted on or through 3D Secure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such business dealings, are

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Notices to you regarding to (a) the terms and conditions of 3D Secure, (b) your accounts maintained with us or (c) your Credit Card / Debit Cards issued or otherwise provided by us; may be made either via email or regular mail to the address that you have provided us.

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You represent that you have your legal capacity; and you are of sufficient legal age to use 3D Secure and to create legal binding against any obligations and/or liability you may incur as a result of the use of 3D Secure. Except as otherwise provided by Applicable Regulation or in the Cardholder Agreement, you understand that you are financially or otherwise responsible for all uses of 3D Secure by you and those authorized by you to use your Registration Data, your password or other verification inform