



Terms and Conditions for Opening and Use of Savings Account

General terms and conditions

1. The Depositor can deposit and/or withdraw money from the account by using the passbook at the Bank branch where the account was opened or at other branches according to the Bank's regulations.
2. The Bank provides the passbook to the depositor as evidence, which must be kept in a safe place and must not be given to a third party. If the passbook is damaged, lost or stolen, the Depositor must immediately report it to the Bank in writing or through other channels specified by the Bank. **The passbook and the right to funds in this deposit account is not transferable, nor can it be used as security for a third party unless written consent is given by the Bank. The Depositor may not make any changes on, or tear any pages off of, this passbook.** In any event, if the passbook is used by a third party, the Bank is not liable to the Depositor for any loss or funds that have been legitimately withdrawn by the Bank before any loss or theft of the passbook is reported.
3. Any deposits, withdrawals, transfers of money and payments for goods/services, public utilities or other expenses can be accomplished without using the passbook, but shall be carried out in compliance with Bank regulations.
The Depositor can conduct the above-mentioned transactions via several channels without using the passbook, including K-ATM, K-Cyber Banking, routine order (auto debit) or any other methods as provided by the Bank. The transactions, which are conducted in accordance with terms and conditions of each service, shall be deemed as valid and bound by the Depositor with no need to prepare any document or evidence for each deposit or withdrawal. Such deposits or withdrawals shall result in discrepancy between the balance in the account per the Bank's record and the passbook, until the Depositor has the Bank record the transactions in the passbook. The Depositor shall agree that the deposit amount per the Bank's record is correct.
4. If the Depositor who is a staff member, an employee, a partner, a director of or a person in any position of a juristic person attempts to deposit a company cheque of the juristic person in any account which does not belong to that juristic person, the Bank **may refuse** the deposit of such cheque although such cheque was duly endorsed by the juristic person.
5. In case of a joint account where each of the co-Depositors is allowed to withdraw the deposit individually, either in full or in part, if any of the co-Depositors dies, the other surviving co-Depositor(s) shall have the right to withdraw the money from the joint account, either in full or in part. If the Bank has been informed of the death of any co-Depositor, the Bank may not pay the other surviving co-Depositor(s). The other surviving co-Depositor(s), together with the administrator of the estate or the deceased's heirs (as the case may be), shall withdraw the money or close the account, unless the Bank deems otherwise.
6. In cases where the Depositor authorizes another person to withdraw money from the deposit account on the Depositor's behalf, if the Depositor dies without a written notice given by the Depositor's heirs to the Bank, and the Bank has paid the money in accordance with the conditions given to the Bank, the Depositor shall agree that the payment made by the Bank is correct, and the Bank shall not be liable to the Depositor or the Depositor's heirs.

7. The signing of documents related to deposit or withdrawal or other service applications must be completely in accordance with the conditions given to the Bank and must correspond to the signature specimen, the rubber stamp and/or the seal (if any) of the Depositor and/or the co-Depositor(s). If the signature is of a slight variation from the specimen, but not enough to cause doubt of its authenticity, the signature shall be deemed valid. The Depositor shall accept that the Bank is not bound to verify the authenticity of the rubber stamp, the seal or other signature substitutes aside from the signature specimen(s) given to the Bank. This means that the Bank is not bound to verify whether or not the rubber stamp or the seal has been registered.
8. If the Depositor deposits a cheque in their account, the Bank shall process the cheque collection within a period and in accordance with the method and normal practice of commercial banks in Thailand. For the cheque collection process, whether or not a relevant cheque shall be acceptable for credit into Payee's Account, acceptable for Endorsement Confirmed, or acceptable for Endorsement Guaranteed, or acceptable for Discharged Guaranteed, if it appears later that the Depositor has no right, or has a deficient right, to the cheque, which causes the Bank to be liable for reimbursement to the actual, lawful cheque owner or to any other persons, the Depositor shall reimburse the Bank for the same amount as paid by the Bank to such lawful cheque owner or to such other persons, together with interest at the lawful maximum interest rate applied to non-compliant or defaulting customers, calculated from the date on which the Bank has made payment for such relevant cheque. In case the Bank is unable to collect funds on a cheque deposited, the Depositor shall be notified within an appropriate time; and the Depositor shall immediately contact the Bank for the return of the cheque. However, the Depositor shall be responsible for following up on the cheque status. If the cheque is not honored, the Depositor shall contact the Bank for the return of the cheque. In case of the Depositor's failure to collect the returned cheque, the Depositor shall take full responsibility for any damages so arisen.
9. In case a cheque under cross-bank collection is presented for deposit, KBank reserves the right to not accept a cheque with scratched out or deleted messages on it, or a cheque with any corrections or alterations on it, and such a cheque must be deposited at the respective issuing bank only.
10. The Depositor agrees to pay an account maintenance fee and/or fees or other expenses such as (but not limited to) withdrawal fees for withdrawal across clearing districts, transfer fees and fees for returned cheques, by authorizing the Bank to debit the Depositor's account for payment of those fees and expenses in accordance with the Bank's conditions and regulations. 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.
11. If the Depositor has any outstanding indebtedness with the Bank, whether secured or unsecured, the Depositor hereby authorizes the Bank to immediately debit the Depositor's deposit account of any type held at the Bank, or deduct funds which are under the Bank's possession, care and/or authority, regardless of how the Bank has obtained the deposit, the possession, care and/or authority, for payment of debt and/or liabilities of the Depositor, without prior notice. The Bank shall send evidence for account debit to the depositor.
12. The Depositor agrees to allow the Bank to send documents, the deposit account's details, letters, other correspondence or notices to the address given by the Depositor to the Bank or the changed address per the latest notice or the address per the official document. No matter how the documents are sent, either by hand, or by registered or unregistered postal mail, it will be deemed that the Bank has already sent them to the Depositor,

regardless of the recipient. If the Bank is unable to send the documents due to the change or demolition of such location without a written notice to the Bank; or due to the undetermined location, it will be deemed that the Depositor has already received and acknowledged the receipt of the correspondence and/or notice from the Bank.

13. Change in conditions for opening and use of the deposit account

13.1 If the change in conditions causes the Depositor to incur more burden or risk, such a change shall require prior consent from the Depositor.

13.2 If other conditions are to be changed, the Depositor agrees to authorize the Bank 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), the Bank shall expressly communicate, or give notice of, material information of the change to the Depositor at least 30 days in advance or within the period required by law.

13.3 If the Bank is required by law and/or rules and regulations to proceed with change in other specific conditions, the Depositor agrees to authorize the Bank to act in compliance with the law and/or rules and regulations.

14. Any delay or exemption by the Bank in exercising its rights under the law, and the terms and conditions contained in this application, including any rules and regulations of the Bank, shall not be regarded as the Bank's relinquishing of such rights or as the Bank's giving the Depositor consent to act in breach of the contract.

15. In case the Bank finds that the documents/information related to opening an account that the Depositor has provided to the Bank are not complete in accordance with the terms and conditions established by the Bank/regulatory authorities/government agencies, the Depositor is responsible for submitting, and/or taking action related to, documents/information about the account opening to the Bank to ensure their accuracy and completeness without delay.

16. 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

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.

17. KBank has the right to suspend the deposit account and/or freeze deposits in the deposit account and/or close the deposit account and/or suspend and/or terminate the service under the Terms and Conditions, either in whole or in part, or for any particular depositor, at any time. KBank will give advance notice to the Depositor, except in the following cases, for which the Depositor agrees that KBank has the right 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 such actions.
- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 In the event that the balance of the deposit account is on the debit side, the deposit account is frozen by court order or competent authorities, or the Depositor is deceased, or the deposit 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.
- 17.5 The Depositor has violated any item of the Terms and Conditions, including failure to pay fees/service fees/expenses and taxes (if any).
- 17.6 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
18. **Terms and conditions for savings accounts:**
- 18.1 The first deposit shall not be less than the amount determined by the Bank, and the balance of the account at all times shall be maintained at a minimum of Baht 2,000 (Baht Two Thousand Only) or at the amount announced and determined by the Bank, which shall be posted at the Bank's branch; it shall be deemed that the Depositor has been informed. Such minimum balance shall be subject to change as the Bank deems appropriate, and with prior notice.
- 18.2 If the savings account has a minimum balance less than the minimum balance required and determined by the Bank, or any deposit or withdrawal thereunder has not been incurred for more than one year, the Depositor agrees to pay a maintenance fee at the rate determined by the Bank, by which the Bank is hereby authorized by the Depositor to immediately deduct such fee from the Depositor's savings account. If there is no sufficient balance in the Depositor's savings account, the Depositor hereby gives consent to the Bank to close such savings account with prior notice given to the Depositor.

- 18.3 The Bank agrees to pay interest to the Depositor within the period, and at the rate announced and determined at the given time by the Bank. Any accrued interest, after deduction of withholding tax (if any), shall be deposited into the savings account.
- 18.4 If the Depositor conducts several transactions without using the passbook (No Book) and when the Depositor submits the passbook to the Bank to record account-related entries, the Bank reserves the right to combine all of the No Book record entries which have the amount exceeds the amount stipulated by the Bank to be one entry each in deposit and withdrawal. If the Depositor wishes to check the entries that have been combined, the Depositor may request the account statement at the Bank branch where the account was opened, or at other branches according to the Bank's regulations or via electronic channels available.
- 18.5 If the Bank is required to submit the withholding tax on the accrued interest of the Depositor's account but the Bank did not deduct such withholding tax, the Depositor agrees to authorize the Bank to debit the Depositor's account held at the Bank, regardless of its type, immediately, without prior notice.
- 18.6 If the Bank has found that the Depositor deposits the money into the wrong type of account or not to be in compliance with the specific regulations of the Bank of Thailand (BOT) or any applicable laws, the Bank reserves the right to close the account and open a new one to which the aforesaid money will be transferred, and a new deposit agreement shall be applied as stipulated by the Bank, the BOT, or the applicable laws. The interest paid to the new deposit account shall be accrued from the date on which the Depositor deposited the money into the account, for the actual period of deposit and at the rate of the account type to which the new deposit agreement shall be applied, as announced by the Bank.
- 18.7 The Depositor is able to withdraw the deposit amount via any other branches in the amount not exceeding the amount stipulated by the Bank. In this regard, the Bank may deny such withdrawal if the amount is found to be extraordinarily high or there is cause for suspicion.
- 18.8 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.