



### Terms and Conditions for Opening and Use of K-eAccount via MAKE by KBank

The Term and conditions for opening and use of K-eAccount via MAKE by KBank (hereinafter referred to as the “Terms and Conditions”) shall be applied between KASIKORNBANK PCL (hereinafter referred to as “KBank”) and those requesting to open and use K-eAccount via MAKE by KBank (hereinafter referred to as the “Depositor”); and this deposit account, which has been opened and used via MAKE by KBank is referred to as the “K-eAccount”). 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.

#### Features of K-eAccount

- K-eSavings Account, K-eFixed Account, K-eTaweewsup Account and/or other types of electronic account that KBank will introduce at some point in the future.
- Non-passbook deposit account. The K-eAccount 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 and to open a joint K-eAccount with another person.
- The Depositor is not entitled to transfer their right over the K-eAccount to another person, or transfer ownership, amend, or use the K-eAccount, 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 K-eAccount by themselves only.

#### Procedure for opening a K-eAccount via MAKE by KBank

- Steps for the Depositor to open a K-eAccount and apply for MAKE by KBank to link with their K-eAccount are as follows:
  - (1) The Depositor downloads MAKE by KBank application and enter the information required and complete the steps shown on the screen until reaching the identity verification step; these steps can be conducted 24 hours daily.
  - (2) The Depositor is required to verify themselves at any service point as determined by KBank.
  - (3) Once verification has been completed, the Depositor has to log in to MAKE by KBank and complete the remaining steps. If the Depositor proceeds with the action per Item 2 during 6:00 a.m-8:00 p.m., the opening of K-eAccount and the application for MAKE by KBank shall be effective immediately. If the action per Item 2 is taken after 8:00 p.m., the account opening will be effective at 6:00 a.m. of the following day.

(4) The Depositor must complete all processes within 15 days , from the date the Depositor has provided information to KBank per Item 1. If the Depositor fails to complete all processes within the aforesaid deadline, it shall be deemed that the opening of the K-eAccount and the application for MAKE by KBank have not been successfully completed, and KBank shall delete the information and details that the Depositor has given to KBank from KBank's system.

- **Steps for the Depositor who has already downloaded K PLUS are as follows:**

The Depositor can open the K-eAccount via MAKE by KBank every day during 6:00 a.m.-8:00 p.m. using the following steps: Log in to MAKE by KBank, tap "Open Account", then tap to accept the terms and conditions of service and tap to authenticate identity with K PLUS (Authen with K PLUS), then the system will open K PLUS for the Depositor to log in to K PLUS. Enter the information required and complete the steps shown on the screen. Once complete, the system will open MAKE by KBank again, then tap "PIN" to confirm the opening of K-eAccount and complete the remaining steps.

#### Channels/Services

- The Depositor can conduct various transactions related to the K-eAccount as determined by KBank via service channels, as follows:
  - **MAKE by KBank and ATM/CDM:** The Depositor can conduct various transactions , namely deposit, withdrawal and funds transfer as offered by KBank during a specific period.
  - **KBank branch:** The Depositor can make deposits , or use other services that KBank will offer in the future.
  - **K-Contact Center, Tel. 02-8888888:** The Depositor can request a statement, and suspend or revoke the suspension of K-eAccount and other services that KBank will offer in the future.
- If the Depositor (1) changes their mobile phone number; or (2) cancels the use of MAKE by KBank, the Depositor can still use our services via ATM/CDM, KBank branch and K-Contact Center per the types of transactions determined by KBank via those service channels. If the Depositor re-applies for MAKE by KBank, the Depositor can still link their K-eAccount with MAKE by KBank per the procedure determined by KBank.

#### Closing of K-eAccount

- The Depositor can close their K-eAccount via MAKE by KBank every day.
- The Depositor is required to transfer the remaining deposits in the K-eAccount on the account closing date to another deposit account of KBank. Subsequently, KBank shall close that K-eAccount and credit the accrued interest to the above deposit account that the Depositor has transferred the remaining deposits to within the next seven business days.
- KBank shall notify the Depositor of the K-eAccount closing result via SMS to the mobile phone number that the Depositor has provided to KBank, or another channel that KBank will determine in the future.
- In case of closing of the K-eAccount via other channels/services (if any), the Depositor is required to comply with the procedures and criteria for closing the K-eAccount via the selected channel/service as determined by KBank.

## Deposit Interest and Fees

- Per KBank's announcement on deposit interest rates and fees during a specific period. Such rates and fees may change per KBank's periodic announcements.

## Statements

- The Depositors may request past transactions via MAKE by KBank (up to 12 months) or the K-Contact Center Tel. 02-8888888.
- The Depositor agrees to pay a fee for requesting past transactions (if any) per the rate determined by KBank.

## Other terms and conditions

1. If the Depositor authorizes the third party to use the Depositor's K-eAccount to dishonestly receive funds transfer or withdraw funds, causing damage to KBank and/or the third party, the Depositor must be responsible for the damage incurred therefrom.
2. In case there is any dispute related to the K-eAccount, the Depositor agrees to allow KBank, at KBank's discretion, to proceed with the actions per procedures and criteria of KBank.
3. Any deposits, withdrawals, transfers of funds and payments for goods/services, public utilities or other expenses will be in accordance with criteria and conditions prescribed by KBank. The Depositor can conduct the above-mentioned transactions via KBank channels, including KBank branch office, K-ATM/CDM, electronic channels via KBank service agent or any other channels as provided by KBank in the future. The transactions, which are conducted in accordance with terms and conditions of each service, shall be deemed as 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 in the K-eAccount per KBank's record is correct.
4. If the Depositor is a staff member, an employee, a partner, a director or a person with 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 although such cheque was duly endorsed by the juristic person.
5. If in the future, KBank allows the Depositor to give authorization and/or power of attorney for the withdrawal of funds from the K-eAccount and the Depositor authorizes and/or assigns the third party to withdraw money from the K-eAccount 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 attorney 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.

6. If the Depositor deposits a cheque in his/her K-eAccount, KBank shall process the cheque collection within a period 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 the 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 KBank to be liable for reimbursement to the actual, lawful cheque owner or to any other persons, the Depositor shall reimburse KBank for the same amount as paid by KBank to such lawful cheque owner or to such other persons, together with interest at the lawful maximum interest rate, determined by KBank for non-compliant or defaulting customers, calculated from the date on which KBank has made payment for such relevant cheque. If KBank is unable to collect funds on a cheque deposited, the Depositor shall be notified within an appropriate time; and the Depositor shall immediately contact KBank for the return of the cheque. The Depositor shall be responsible for following up on the cheque status. If the cheque is not honored, the Depositor shall contact KBank 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.
7. When transferring funds, KBank will deduct the funds from the K-eAccount 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.
8. 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 data recording media used to store the information or any other evidence that the Bank of Thailand will specify in the future.
9. 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 K-eAccount 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.
10. If KBank has to submit the withholding tax on the accrued interest of the deposit in the K-eAccount but KBank did not deduct 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 or presenting any evidence to the Depositor.
11. If the Depositor has any outstanding debt with KBank, whether secured or unsecured, the Depositor agrees to authorize KBank to debit the User's deposit account of any type held with KBank or deduct the funds under

possession and/or authority of the Bank, regardless of how the Bank has obtained the deposit, possession and/or authority of the funds, for payment of debt and/or liability of the Depositor immediately, without giving notice. The Bank shall send evidence for account debit to the depositor.

12. If KBank has found that the Depositor deposits the money into the wrong type of account or 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 deposit account and open a new deposit account in order to transfer the funds to the new deposit 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 deposit account type to which the new deposit agreement shall be applied, as announced and stipulated by KBank.
13. 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 for an opening of the account and transactions related to the services
14. 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.
15. In case KBank finds that documents/information related to opening of the K-eAccount are inaccurate and/or incomplete per the conditions and criteria of KBank/banking regulatory agencies/government agencies, it is the duty of the Depositor to submit and/or correct the documents/information for the deposit account opening without delay. If the Depositor fails to do so, the Depositor agrees that KBank shall have the right to suspend the deposit, withdrawal, transfer of funds and/or any financial transactions related to the K-eAccount until the Depositor has corrected and/or completed such required documents/information related to opening of the K-eAccount in accordance with the aforesaid conditions and criteria.
16. 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 K-BIZ Contact Center, Tel. 02-8888888. 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.

17. 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.
18. The Depositor agrees that KBank may transfer the rights and/or benefits and/or duties, either in whole or in part, in the K-eAccount to any individual and/or financial institution as KBank deems appropriate, without any consent from the Depositor, but with notice given to the Depositor. Nonetheless, the Depositor cannot transfer the rights and/or benefits and/or duties, either in whole or in part, in the K-eAccount to any individual and/or financial institution, unless a prior written consent is given by KBank.
19. Change in Conditions for Opening and Use of K-eAccount
  - 19.1 If the change in conditions causes the Depositor to incur more burden or risk, such a change shall require prior consent from the Depositor.
  - 19.2 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 of service channels, change of due date), KBank 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.
  - 19.3 If KBank 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.
20. KBank has the right to suspend the K-eAccount and/or freeze deposits in the K-eAccount and/or close the K-eAccount 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.
  - 20.1 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.
  - 20.2 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.

- 20.3 It has been reliably confirmed that the Depositor has not used K-eAccount by themselves or another person who is not the Depositor has used the Depositor's K-eAccount.
- 20.4 In the event that the balance of the K-eAccount is on the debit side, the K-eAccount is frozen by court order or competent authorities, or the Depositor is deceased, or the K-eAccount or the Depositor is involved in any illegal acts or receiving funds from another person making funds transfer to the wrong account.
- 20.5 The Depositor has violated any item of the Terms and Conditions, including failure to pay fees/service fees/expenses and taxes (if any).
- 20.6 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.
21. 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 the Bank, or via the services/channels earlier agreed upon by the User with the Bank (collectively referred to as the "Channel for Receiving Information", unless individually specified), shall be deemed as having been rightfully sent to the User, regardless of whether or not such a letter, notice or information is received; even though it cannot be delivered due to the relocation or demolition of, or change in, the Channel for Receiving Information, without any 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 User has rightfully received the letter, notice or information and acknowledged its content. In case of any relocation or demolition of, or change in the Channel for Receiving Information, the User shall immediately inform the Bank of the change in writing.
22. The Depositor agrees to comply with the laws, handbooks, rules, regulations, announcements or any terms of KBank that have been notified to the Depositor for acknowledgement or are periodically posted at the offices or websites of KBank at present and/or to be made in the future. Whenever there is any change to said laws, handbooks, rules, regulations, announcements or any terms of KBank, the Depositor shall immediately agree to comply with those laws, handbooks, rules, regulations, announcements or any terms of KBank.
23. The Depositor agrees to pay fees/service charges and any related expenses publicly 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 condition stated in Item 19.

24. 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.
25. The Depositor agrees that in the event that the Depositor opens the K-eAccount via MAKE by KBank or other channels/services (if any) as determined by KBank and affixes signature per the Terms and Conditions via MAKE by KBank or other channels/services (if any) as determined by KBank (as the case may be), use of PIN and/or One Time Password (OTP) and/or any other device to log in to MAKE by KBank 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 MAKE by KBank or other channels/services (if any) as determined by KBank (as the case may be))( collectively referred to as "Funds Transfer Tool"), shall be deemed the electronic signature that the Depositor uses in accepting/confirming/signing to open the K-eAccount via MAKE by KBank or other channels/services (if any) as determined by KBank (as the case may be), and the signature per 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 K-eAccount via MAKE by KBank 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 K-eAccount via MAKE by KBank 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 the K-eAccount via MAKE by KBank or any channel/service (if any) as determined by KBank (as the case may be) and for any legal proceeding in all respects.
26. The Depositor agrees and give consent 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 to third parties in order 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 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 whom receiving information from the Bank to collect, use and/or disclose such 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.

27. The Terms and Conditions shall be governed by and construed in accordance with Thai law, and the court of competent jurisdiction in Thailand shall have exclusive jurisdiction in case of dispute.

### Terms and Conditions for Opening and Use of K-eSavings Account via MAKE by KBank

#### **The number of K-eSavings Accounts that can be opened**

- The number of K-eSavings Accounts that can be opened by the Depositor via MAKE by KBank is up to 1 account or in accordance with the criteria established by KBank.

#### **Minimum amount required for opening a K-eSavings Account**

- None

#### **Deposit**

- The Depositor can make deposits into the K-eSavings Account at any KBank branch, our banking agent and Cash Deposit Machine (CDM) or other service channels that KBank will offer in the future to accept deposits into the K-eSavings Account or transfer funds from other accounts to the K-eSavings Account.

#### **Withdrawal**

- If the Depositor wishes to make withdrawals from the K-eSavings Account, the Depositor can do so by transferring funds from the K-eSavings Account to other accounts via MAKE by KBank.
- Cardless withdrawals can be made via MAKE by KBank at an ATM, KBank branch, our banking agent or other channels determined by KBank.

#### **Funds Transfer Limit**

- Per the funds transfer limits of service channels used by the Depositor. Such funds transfer limits may change, and KBank will announce such changes via various channels determined by KBank.

#### **Interest**

- Per KBank's announcement on deposit interest rates. KBank will make interest payment after deducting withholding tax (if any) as required by law twice per year, i.e., within June and December of every year.

#### **Other Conditions**

- The Depositor is required to use MAKE by KBank for K-eSavings Account. The Depositor must apply for MAKE by KBank on the date of opening the K-eSavings Account.
- In using the inward remittance/outward funds transfer service, the Depositor agrees to authorize KBank to disclose the Depositor's account name and number to the sender and outward funds transfer service provider abroad or the recipient and inward remittance service provider abroad (as the case may be) in order to comply with the laws and regulations regarding the supervision of outward funds transfer service providers or inward remittance service providers abroad, and to ensure the correctness of such transactions, However, if the

Depositor does not wish to disclose such information, the Depositor accepts that the Depositor may not be able to use the inward remittance/outward funds transfer service for several transactions that require such information. The Depositor may contact the K-Contact Center, Tel. 02-88888888.

- If the balance in K-eSavings Account is less than the minimum amount required by the Bank and there has been no account movement for more than one year, the Depositor agrees to pay an account maintenance fee to the Bank per 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 K-eSavings Account and/or close K-eSavings Account and/or undertake any other operation as the Bank deems appropriate immediately without giving notice to, or receiving prior consent from, the Depositor. If the Bank is to debit the account for payment of an account maintenance fee, a prior notice shall be given to the Depositor not less than 30 days.
- The Terms and Conditions for opening and use of K-eSavings Account via MAKE by KBank shall be part of the Terms and Conditions for the opening and use of K-eAccount via MAKE by KBank.