

**Service Instructions, Terms and Conditions, and Handbook of Bulk Gateway**

**General Terms and Conditions**

**1. Terms and Conditions**

1.1 When the Applicant named in and signing the application (“Service User”) completes the registration/application of the service pursuant to the processes of KASIKORNBANK PUBLIC COMPANY LIMITED (“Bank”), the Bank shall notify the Service User of the registration/application result and the commencement date of the services via the channels specified by the Bank.

The Service User may specify/create User ID in number(s) specified by the Bank. Each User ID shall have its responsibility in accordance with the conditions set forth in the application.

“User” means the person authorized by the Service User to take responsibility as the contact person, coordinator, administrator, maker, viewer, verifier or authorizer and/or other person authorized by the Service User. The Service User may change the User by notifying the Bank in advance pursuant to the methods set forth in the terms and conditions of the service.

1.2 If the Service User and/or the User uses the User ID, Password, PIN, Token, One Time Password (OTP), ATM card, debit card, credit card, code, magnetic strip containing the program and/or any other tools to log in to access the services, including (but not limited to) inward/outward fund transfer from deposit accounts (collectively referred to as “Fund Transfer Tools”), the Service User agrees as follows:

1.2.1 After the Service User receives the Bank’s approval to use the service, the Bank will send the Fund Transfer Tools via Communication Channel of the Service User and/or the User as designated by the Bank. The system will automatically require the Service User and/or the User to change the Fund Transfer Tools after the first log in.

“Communication Channel” means address, email address, mobile number and/or other services/channels as mutually agreed upon between the Service User and the Bank.

1.2.2 If the Bank requires that the use of service (whether in whole or in part) must be made via the Fund Transfer Tools, the Service User shall enter the Fund Transfer Tools as determined by the Bank.

1.2.3 The Service User shall keep the Fund Transfer Tools confidential and in a secure place and procure the User to strictly comply with the terms and conditions of the service. Disclosure of the Fund Transfer Tools shall be deemed as breach of the terms and conditions of the service. The Service User shall indemnify the Bank against any and all loss or damages arising prior to freeze on or suspension of the Fund Transfer Tools by the Bank and arising from (1) disclosure of the Fund Transfer Tools by the Service User and/or the User; (2) any act of the Service User and/or the User which may cause the other persons to have access to or receive the Fund Transfer Tools; or (3) loss of the Fund Transfer Tools. The Service User may change the Fund Transfer Tools at any time subject to the conditions set forth by the Bank.

1.2.4 In the event that the Fund Transfer Tools are lost/stolen/suspended because the Service User continually enters the wrong Fund Transfer Tools exceeding the limits of attempts specified by the Bank, the Service User forgets the Fund Transfer Tools, or the Fund Transfer Tools are expired, the Service User may contact K-BIZ Contact Center Tel. 02-888-8822 (available for 24 hours daily) or any branch of the Bank (available for business hours of the Bank).

1.2.5 The Service User may freeze or suspend the use of the Fund Transfer Tools or the Scheduled Funds Transfer (as defined below), or may suspend the service by contacting K-BIZ Contact Center Tel. 02-888-8822 (available for 24 hours daily) or any branch of the Bank (available for business hours of the Bank). The Bank may complete such freeze or suspension within the period as follows:

1.2.5.1 Freeze on or suspension of the Fund Transfer Tools: within 24 hours upon the Bank’s receipt of the complete instruction or notification from the Service User.

1.2.5.2 Freeze on or suspension of the Scheduled Funds Transfer: within 1 billing cycle from the date on which the Bank has received the complete instruction or notification from the Service User.

The “Scheduled Fund Transfer” means electronic fund transfer which is agreed in advance, such as account debit for utility payment and account debit for payment of goods/services.

1.2.5.3 Suspension of the service: as set forth by the Bank for each service.

1.2.6 For enhanced security of using service, the Service User should not authorize the same person to take all responsibilities as the contact person,

coordinator, administrator, viewer, maker, verifier and authorizer, nor give the Fund Transfer Tools to the person authorized to take all responsibilities as the contact person, coordinator, administrator, viewer, maker, verifier and authorizer at the same time.

1.3 The Service User agrees to authorize the User to use the service on behalf of the Service User in accordance with the terms and conditions of the service. The Service User agrees that any act of the User is binding upon the Service User as if it is performed by the Service User in all respects. Any act using the Fund Transfer Tools (including but not limited to withdrawal from deposit account, fund transfer, deposit account debiting, request for amendment/change/supplement of the service, acceptance of amendment/change/supplement of the service/fee/service charge/expense/fine/tax/terms and conditions of the service, as informed by the Bank via various channels), whether performed by the Service User, the User or any other person and by any reason whatsoever, shall be deemed correct, valid and binding upon the Service User as if it is performed by the Service User, and it is deemed that the Service User has given the Service User's electronic signature to the Bank as the evidence that any such transaction is completely and accurately executed upon the confirmation of any such transaction, whereby the Service User cannot make any cancellation or change. The Service User agrees that the Bank may use any such transaction data as the original document and legal evidence for execution of any such transaction by the Service User and for any legal proceeding.

1.4 The Service User agrees and acknowledges that there may be any risk related to the use of the service via electronic channels due to the fact that the Service User may execute the transaction without requirement of any additional document or evidence for confirmation and/or to be submitted to the Bank. However, for some transactions the Bank may require the Service User to submit additional document or evidence in accordance with the Bank's procedures and/or customary practices for such matter. The Service User shall verify the account balance after execution of each transaction.

1.5 The Service User shall contact K-BIZ Contact Center Tel. 02-888-8822 (available for 24 hours daily) or at any branch of the Bank (available for business hours of the Bank) to proceed with any of the following pursuant to the procedures specified by the Bank:

- change of details of the Service User, User, use of the service and/or account(s) linked with the service;
- suspension of the use of the service (Hold); or
- cancellation of suspension of the use of the service (Unhold) and/or termination of the use of the service.

, The Service User shall contact the Administrator or K-BIZ Contact Center Tel. 02-888-8822 (available for 24 hours daily) to reset Password and/or unlock User ID.

1.6 The Service User may view transaction history of payment of goods/service and/or fund transfer. The Service User will receive the Transaction Evidence of payment of goods/service and/or fund transfer transaction through channel(s) specified by the Bank.

“**Transaction Evidence**” means transaction slip, statement for payment of goods/service, fund transfer statement and any other evidence generated by computer or any other data storage media, or designated as such by the Bank of Thailand in the future.

1.7 In case where the deposit account specified in the application belongs to another person ( “Account Owner”), the Service User agrees as follows:

1.7.1 The Service User shall procure that the Account Owner signs a letter of consent in form and substance satisfactory to the Bank, to consent and authorize the Bank to debit funds from the deposit account of the Account Owner and apply such funds in or towards transaction(s) of the Service User and payment of fee/service charge/expense/fine/tax arising from the use of the service. The Service User shall procure that the Account Owner shall not revoke or withdraw such consent before the termination of the service.

1.7.2 The Service User shall procure that the Account Owner maintains funds in the deposit account of Account Owner at least equal to the transaction amount to be debited by the Bank.

1.7.3 In case the Account Owner revokes or withdraws its consent and/or instruction for debiting funds from the deposit account of the Account Owner, the Bank will not debit funds from the deposit account of the Account Owner and the Service User shall negotiate with the Account Owner to receive payment of debt and/or any obligation that the Service User and the Account Owner have toward one another and/or to continue to execute transaction(s) of the Service User by itself.

However, in case the Bank has been notified of the revocation or withdrawal of such consent but is unable to immediately modify data in the Bank's work system by any reason whatsoever and has taken any action against the deposit account of the Account Owner in whatever manner in accordance with instruction(s) or related information received from the Service User, the Service User agrees that such action of the Bank is correct and appropriately authorized and the Service User shall be directly liable to the Account Owner.

1.8 The Service User consents and authorizes the Bank to debit funds from the deposit account of the Service User as specified in the application and/or any other deposit account of the Service User opened and maintained with the Bank, without notice to the Service User, in order for the Bank to comply with the terms and conditions of the service. The Service User shall not revoke or withdraw such consent before the termination of the service.

1.9 The Service User agrees that the Bank and the Service User is subject to laws and rules, regulations, orders, guidelines, requests and/or any other requirement of the Bank of Thailand, any court, supervisory or regulatory authority, other competent authority or the Bank as amended, supplemented or re-enacted from time to time (collectively “**Applicable Laws and Regulations**”). If, at any time, there is any change in Applicable Laws and Regulations, the Service User agrees that in using the services, the Service User shall comply with such Applicable Laws and Regulations as amended immediately upon the Bank notifying the Service User of such change. If the Service User fails to comply with such Applicable Laws and Regulations which causes the Bank to incur or be charged any penalty, damages and/or costs and expenses, the Service User agrees to indemnify the Bank against any such penalty, damages and/or costs and expenses, including interest at the rate of 15 per cent per annum from the date on which the Bank pays such penalty, damages and/or costs and expenses until the Service User makes such payment to the Bank in full.

1.10 If the Bank is require to debit funds from the deposit account specified in the application and apply such funds in or towards transaction(s) in connection with the service or if the Service User is liable to reimburse, indemnify and/or pay any debt to the Bank in accordance with the application and/or the terms and conditions of the service, the Service User consents and authorizes the Bank to immediately suspend withdrawal and/or debit funds from the deposit account of the Service User specified in the application, any other deposit account of the Service User opened and maintained with the Bank and/or any moneys owned by the Service User or owed by the Bank to the Service User and to apply such funds in or towards such reimbursement, indemnification and/or payment of debt including all interest accrued thereon (if any).

If funds in such deposit account(s) and/or any such moneys are insufficient for such reimbursement, indemnification and/or payment of debt, the Service User agrees to pay such remaining reimbursement, indemnification and/or debt to the Bank in full.

If the Service User has a current account and overdraft (O/D) facility, the Service User consents and authorizes the Bank to disburse the overdraft (O/D) facility to pay such reimbursement, indemnification and/or debt and to disburse such overdraft (O/D) facility in excess of the limit of such overdraft (O/D) facility. Such disbursement amount shall be deemed as overdraft (O/D) loan and the Service User agrees to repay such overdraft (O/D) loan to the Bank in accordance with the terms and conditions of the overdraft agreement executed by the Service User in favour of the Bank. However, if the Service User does not have any overdraft (O/D) facility, the Service User consents and authorizes the Bank to debit funds from the Service User's current account and apply such funds in or towards such reimbursement, indemnification and/or payment of debt and to debit funds from the Service User's current account in excess of balance of the Service User's current account. Such debit amount shall be deemed as overdraft (O/D) loan and the Service User agrees to repay such overdraft (O/D) loan to the Bank in accordance with the terms and conditions of the application for opening current account executed by the Service User in favour of the Bank.

1.11 If the Service User changes the deposit account specified in the application at any time and by any reason whatsoever, the terms and conditions of the service shall be applied to the deposit account as changed.

1.12 If the Bank cannot debit funds from the deposit account specified in the application for compliance with the terms and conditions of the service and/or for payment of debt and/or for any liability of the Service User, the Service User shall not be able to execute transaction(s) at that time.

1.13 The service and action related to the service including any service channel(s) provided by the Bank are to facilitate the Service User. With respect to any liability in connection with any related transaction, each of the Service User and the Bank shall be liable to the other party for damage arising out of its default, negligence, breach of the terms and conditions of the service or illegal action, but shall not be liable to the other party for damage arising out of *force majeure* or any other cause out of its control. The Bank shall be responsible for (1) the Bank's failure to comply with the Service User's instruction to suspend the Scheduled Fund Transfer or failure to suspend the Fund Transfer Tool as requested by the Service User in accordance with the terms and conditions of the service and fund transfer transaction occurred thereafter; (2) the Bank's failure to deliver the Fund Transfer Tools to the Service User and illegitimate fund transfer transaction occurred thereafter; (3) occurrence of illegitimate fund transfer transaction not caused by the Service User's fault; or (4) the Bank's failure to comply with the Service User's fund transfer instruction resulting in destination account owner (recipient)'s non-receipt of fund due to incomplete fund transfer pursuant to the terms and conditions of the service, unless such failure or event caused by insufficient funds in the Service User's deposit account, no or suspension of the credit facility granted by the Bank, fund transfer

resulting in the balance of deposit account in excess of the credit facility granted by the Bank, legal proceeding taken place, the Service User's receipt of disruption of fund transfer notice from the Bank on or prior to such fund transfer and/or the Service User's breach of any terms and conditions or agreement executed by the Service User in favour of the Bank.

1.14 The Service User agrees that if fund transfer transaction(s) in connection with the service have been executed due to lost or stolen Fund Transfer Tools, the Service User shall be liable for the amount of funds transferred before the Bank has frozen or suspended the use of the Fund Transfer Tools or Scheduled Fund Transfer within the specified period.

1.15 The Bank shall not be liable for any damage caused by the Service User's service equipment or tool or any error in mobile phone network or internet system.

1.16 The Service User represents and warrants that any document, information and details submitted to the Bank, in whatever form and whether submitted by the Service User or any delegate of the Service User, are complete, accurate, genuine and up-to-date and are the information that the Bank may use for providing service and updating the data in the Bank's system. The Service User is eligible and legally competent to use the service and execute any transaction related to the service, and the Bank shall not be obliged to verify the completeness, accuracy and update of such document, information and details. If there is any damage arising from the incompleteness, inaccuracy or outdatedness or the Service User's ineligibility or incompetence to use the service or execute any transaction related with services, the Service User agrees to be solely responsible for such damage.

1.17 If the Service User wishes to modify any information and/or details, the Service User shall notify the Bank in writing at least 30 days in advance or pursuant the method(s) specified by the Bank.

1.18 Unless the Bank specifies otherwise, if (1) the Service User becomes aware of any error in any action related to the service; (1) there is any event where suspension of any action related to the service, whether in whole or in part, is required; or (3) suspension of such action is cancelled, the Service User may contact K-BIZ Contact Center Tel. 02-888-8822 (available for 24 hours daily) or any other channel notified by the Bank. After the Service User has completely undertaken any action required by the Bank's procedures, the Bank will proceed with such suspension within the period notified by the Bank to the Service User. The Service User shall be responsible for any action and transaction occurred or executed before the end of such period notified by the Bank to the Service User. The Bank reserves the rights not to proceed with any request which is contrary to the Applicable Laws and Regulations.

If the Service User becomes aware of any error in payment/fund transfer or there is any event where suspension of any action related to the service is required, the Service User shall provide to the Bank information about date, time, related party(ies), amount, details of transaction(s) and any other information requested by the Bank and the Bank will inquire such matter as informed by the Service User, verify information and/or rectify any error (if any) in accordance with the Applicable Laws and Regulations.

1.19 The Service User may use the service up to the maximum number of times and amount of funds specified by the Bank and/or destination bank (recipient bank). The Bank shall debit fund from the deposit account in the amount equal to the transaction amount and fee/service charge/expense/penalty/tax (if any) pursuant to the agreement executed by the Service User in favour of the Bank and the such funds shall be transferred to the destination deposit account (recipient's deposit account) on the effective date of transaction as specified by each destination bank (recipient bank).

1.20 If there is any error in fund debit from and/or fund transfer to, the deposit account specified in the application by any reason whatsoever, the Service User consents and authorizes the Bank to rectify such error, including but not limited to debit funds from and/or transfer funds to such deposit account as soon as practicable without prior notice to the Service User. If such error causes the Bank to pay any amount of funds on behalf of the Service User, the Service User agrees to repay the Bank such amount, including interest at the rate of 15 per cent per annum from the date on which the Bank makes such payment until the Service User repay such amount to the Bank in full.

1.21 If any error in fund debit and/or fund transfer is not caused by the Bank, the Service User shall examines and directly claim such funds from or return such funds to the relevant counterparty and the Service User waive (1) the rights to demand that the Bank debits funds from the relevant counterparty's deposit account and returns such funds to the Service User and (2) the rights to claim or file a lawsuit against the Bank for such funds. The Service User shall not to do any act and thing that cause the Bank to be involved with the dispute between the Service User and the relevant counterparty. If the Service User has any defense and/or claim against the relevant counterparty, the Service User shall directly claim such

counterparty.

1.22 In case there is *force majeure* or any other event which prevents the Bank from providing the service, the Service User agrees that the Bank shall consider providing the service or taking any action as the Bank deems appropriate and the Service User agrees to fully cooperate with the Bank in every way to improve the service of the Bank and to facilitate the Service User in using the Service as requested by the Bank.

1.23 The Service User agrees that the Bank may assign or transfer any of its right, benefit and/or duty under the terms and conditions of the service, whether in whole or in part, to any person and/or financial institution as the Bank deems appropriate without any consent from the Service User. Nonetheless, the Service User shall not assign or transfer any of its right, benefit and/or duty under the terms and conditions of the service, whether in whole or in part, to any person and/or financial institution, unless the Service User receives a prior written consent from the Bank.

1.24 Any delays in exercising or failure to exercise, on the part of the Bank, any right under the law or the terms and conditions, including handbooks, rules and IVR system of the Bank, shall not operate as the Bank's waiver of any such right or the Bank's consent to the Service User to take any act.

1.25 All letter, notice, or information sent by the Bank to the Service User via the Communication Channel specified in the application (whether delivered by hand, registered or unregistered mail, email, Short Message Service (SMS) or any other communication channel, whether or not actually received by any recipient or whether undeliverable by any reason whatsoever) shall be deemed to be rightfully delivered to the Service User. In case of any switch in, change or cancellation of the Communication Channel, the Service User shall immediately inform the Bank in writing of such switch, change or cancellation.

1.26 Except as specifically provided in the specific terms and conditions of any service, the general terms and conditions of the service shall be applied. In the event of any inconsistency between the provisions of the specific terms and conditions of any service and the provisions of the general terms and conditions of the service, the provisions of the specific terms and conditions of such service shall prevail. The specific terms and conditions of the service shall be deemed as an integral part of the terms and conditions of the service. In case any provision is ambiguous, the Service User agrees to comply with the Bank's decisions in all respects.

1.27 If any provision of the terms and conditions of the service becomes void, illegal, invalid or unenforceable, the other remaining provisions of the terms and conditions of the service shall remain in full force and effect, legal, valid and enforceable and such avoidance, illegality, invalidity or unenforceability shall not invalidate the other remaining provisions of the terms and conditions of the service.

1.28 The terms and conditions of the service shall be governed by and construed in accordance with laws of Thailand, and the courts of Thailand shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the service.

1.29 The terms and conditions of the service shall be deemed an integral part of the application.

**2. Fee/Service Charge/Expense/Penalty/Tax**

2.1 The Service User agrees to pay fee/service charge/expense/penalty (if any) related to the service (whether present or future) as specified and notified by the Bank to the Service User.

The Service User agrees that the Bank shall have the rights, at its sole discretion, to change any fee/service charge/expense/penalty and/or calculation method at any time as the Bank deems appropriate, provided that the Bank will inform the Service User of such change or announce such change at the Bank's branch or on the Bank's website from time to time, which shall be deemed as an integral part of the terms and conditions of the service. In case such change benefits the Service User, the Bank shall not be required to inform or announce such change to the Service User, and it shall be deemed that the Service User fully agrees to such change.

2.2 The Service User shall be solely responsible for payment of any taxes, costs and expenses, including any other costs as required by law.

2.3 If the Service User fails to pay any fee/service charge/expense/penalty/tax/other cost (if any) in connection with the service, the Service User agrees that such amount is the Service User's debt owed to the Bank, which due and payable immediately and the Service User agrees to pay such amount to the Bank including interest at the rate of 15 per cent per annum until the Service User pays such amount to the Bank in full.

**3. Termination of the Service and Effect of Termination**

3.1 The Service User agrees that the Bank shall have the rights to change the terms and conditions of the service as the Bank deems appropriate, which shall be deemed as an integral part of the terms and conditions of the service. Additionally, the Bank shall have the rights to suspend, change and/or terminate the service (whether in whole or in part or whether in respect of any particular service user) at any time, provided that the Bank will notify the Service User in advance. In case of any of the following events, the Service User agrees that the Bank shall have the rights to immediately suspend, change and/or terminate the Service (whether in whole or in part) as the Bank deems appropriate without notice to the Service User and the Bank shall not be responsible for any damage arising from such suspension, change and/or termination:

3.1.1 Any of information, details, representation or warranty provided by the Service User to the Bank is untrue, inaccurate, or misleading in any material respect;

3.1.2 There occurs any fact which the Bank believes that any of information and/or details provided by the Service User to the Bank to proceed in accordance with the application or the use of the service by the Service User might have material adverse effect, might affect the rights of the Bank or any third party, might have unlawful purpose, might be contrary to public order or good morals, or might cause the Bank to breach any Applicable Laws and Regulations, or might have an impact on the Bank's image;

3.1.3 The Service User breaches any provision of the terms and conditions of the service, including failure to pay fee/service charge/expense/penalty/tax;

3.1.4 There occurs any circumstance or event which the Bank believes that might have material adverse effect on the Service User's business operations or ability to perform or comply with any of its obligations, including winding-up, dissolution, removal of the company registration, cessation of business or liquidation of the Service User;

3.1.5 The Bank is unable to debit funds to comply with the application or the terms and conditions of the service; or

3.1.6 The Bank is required to comply with the Applicable Law and Regulations.

3.2 In case the Service User wishes to terminate the use of any or all of the services under the terms and conditions of the service, the Service User shall notify the Bank in writing at least 30 days in advance via the Bank's channel(s) and shall do any act and thing as required by the Bank. The Bank will terminate the use of the service pursuant to the Service User's request as soon as practicable and the termination shall be effective upon the Bank notifying the Service User.

3.3 The termination of the terms and conditions of the service by any reason whatsoever shall not release nor discharge the Service User from any obligations under the terms and conditions of the service which have not been fully performed until the Service User completely performs all such obligations.

**Specific Terms and Conditions of Bulk Gateway**

1. Bulk Gateway is a service for facilitating the Service User in using service(s) of the Bank by connecting electronic communication system of the Service User's computer with electronic communication system of the bank's computer communication system without requirement to visit the Bank. The Service User is able to use any of the following services of the Bank with its current account(s), savings account(s) and/or fixed deposit account(s) as follows:

1.1. Service for Payroll/SMS Alert

1.2. Service for PromptPay/SMS Alert

1.3. Service for Direct Debit/SMS Alert

1.4. Service for financial report(s) on the Service User's deposit account, e.g. report on payment/fund transfer

1.5. Service for information on transaction(s) executed via the system (Audit Trail): the Service User may access or view transaction(s) executed by the Service User via the system, check transaction status, including the maker and the authorizer of any such transaction(s).

2. In using the service, the Service User shall authorize 2 persons to take responsibility as administrators to monitor the system. The administrators shall be mainly responsible for (1) management (e.g. addition, cancellation, change) of User ID in the system, including access right of each User ID in the system, and (2) setting the use of User ID, e.g. setting the approval condition(s) or approval limit(s). The passwords of both administrators are required for completion of such management of User ID or setting the use of User ID, provided that the first administrator shall be the maker and the second administrator shall be the



authorizer.

3. The Service User agrees and consents that all deposit accounts and/or other accounts specified in the application shall be used with the Bank's service(s) currently provided and/or to be amended or supplemented in the future as specified in the request for amendment of this service or other name as determined by the Bank without any exception.

4. In case of Payroll service, the Service User agrees and consents the Bank to disclose to the insurer the information that the Service User has been provided to the Bank, including but not limited to details and information of the Service User, the accident insurance plan chosen by the Service User and the number of payroll accounts of the Service User's employees/officers to which the Bank has successfully transferred the funds. The Service User agrees to comply with the insurer's terms and conditions, including but not limited to the attachments, which shall be deemed as an integral part of the terms and conditions of this service. The Service User shall not revoke such agreement before the termination of the service.