



Service Advice, Conditions and Manual of ODD-RDD-RCDD (Payer)

The Applicant whose name appears in application and who has affixed their signature in the application (the "Applicant") agrees to use ODD-RDD-RCDD (Payer) service of KASIKORNBANK PUBLIC COMPANY LIMITED (the "Bank") as follows:

General Terms and Conditions of the Service

1. Terms and conditions

1.1 Once the Applicant completes the registration/application of the service pursuant to the processes required by the Bank, the Bank shall notify the Applicant of the registration/application result and schedule the effective date of the service via the channels determined by the Bank.

The Applicant may specify/create a user account (User ID) per the number specified by the Bank. The User ID for each function can be used to execute transactions under the functions and conditions set forth in the Application.

The "User" means the person authorized by the Applicant to be the main contact person, coordinator, administrator, maker, viewer, verifier or authorizer and/or any delegate of the Applicant. The Applicant 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 Applicant and/or the User uses the user ID, password, PIN, token, one time password (OTP), ATM card, debit card, credit card, secret code, magnetic stripe containing the program and/or any other tool to log in to the service, including but not limited to, inward/outward funds transfer from deposit account (collectively referred to as the "Funds Transfer Tools"), the Applicant agrees as follows:

1.2.1 If the Applicant has been approved to use the service, the Bank will send the Funds Transfer Tools via the Channel for Receiving Information of the Applicant and/or the User. Upon the first log in, the system will automatically require the Applicant to change the password of the Funds Transfer Tools. "Channel for Receiving Information" means email address, mobile phone number and/or other service/channel that the Applicant has agreed with 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 Funds Transfer Tools, the Applicant shall enter the Funds Transfer Tools.

1.2.3 The Applicant shall safeguard the Funds Transfer Tools and treat them as confidential. The Applicant shall procure that the User shall strictly comply with the terms and conditions of the service. The Applicant acknowledges that disclosure of the Funds Transfer Tools shall be deemed as failure to comply with the terms and conditions of the service. In case of any damage (including the occurrence of any funds transfer transaction) arising from disclosure of the Funds Transfer Tools by the Applicant and/or the User or any act of the Applicant and/or the User that has caused the Funds Transfer Tools to be known or acquired by other persons, lost, or stolen, the Applicant shall be liable for such damage arising before the Bank proceeds to freeze or suspend the Funds Transfer Tools. The Applicant may change the Funds Transfer Tools by itself, at any time, in accordance with the conditions prescribed by the Bank.

1.2.4 If the Funds Transfer Tools are lost/stolen/suspended because the Applicant continually enters the wrong Funds Transfer Tools exceeding the limits of attempts specified by the Bank or forgets the Funds Transfer Tools, or the Funds Transfer Tools are expired, the Applicant may contact K-BIZ Contact Center at Tel. 02-8888822, 24 hours daily, or any branch of the Bank during the business days and hours of the Bank.

1.2.5 The Applicant may freeze or suspend the use of the Funds Transfer Tools or the Scheduled Funds Transfer, or may suspend the service by contacting K-BIZ Contact Center, Tel. 02-8888822, 24 hours daily, or any branch of the Bank, during the business days and hours of the Bank. The Bank shall complete the request as follows:

1.2.5.1 Freeze or suspend the use of the Funds Transfer Tools: within 24 hours after the Bank has received the complete instruction or notification from the Applicant.

1.2.5.2 Freeze or suspend the Scheduled Funds Transfer: within 1 billing cycle from the date on which the Bank has received the complete instruction or notification from the Applicant. "Scheduled Funds Transfer" means electronic funds transfer agreed in advance, such as account debit for utility payment and account debit for payments of goods/services.

1.2.5.3 Suspend the service: as set forth by the Bank for each service

1.2.6 To enhance service security, the Applicant should not authorize the same person to be the main contact person, coordinator, administrator, viewer, maker, verifier and authorizer, nor give the Funds Transfer Tools to the person authorized to be the main contact person, coordinator, administrator, viewer, maker, verifier and authorizer at the same time.

1.3 The Applicant authorizes the User to act and use the Service on behalf of the Applicant under the terms and conditions of the service. The Applicant agrees that any act of the User shall be bind upon the Applicant as if it was performed by the Applicant in all respects, and any act performed through the Funds Transfer Tools (including but not limited to disbursement/withdrawal from deposit account, funds transfer, account debit, request to amend/change/add services, and acceptance to any change/amendment/addition of service fees/service fees/expenses/penalty fees/taxes/ terms and conditions of the service as informed by the Bank via various channels), whether performed by the Applicant, the User or any other person, for whatever reason, shall be deemed correct, valid and binding upon the Applicant as if it was performed by the Applicant. It is deemed that the Applicant has given the Applicant's electronic signature to the Bank as evidence that any such transaction is completely and accurately executed upon the confirmation of any such transaction. The Applicant 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 Applicant and for any legal proceeding in all respects.

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

1.5 The Applicant shall contact K-BIZ Contact Center, Tel. 02-8888822, 24 hours daily, or any branch of the Bank on the business days and hours of the Bank to proceed with any of the following pursuant to the procedures specified by the Bank:

- to change details of the Applicant, User, use of service and/or account(s) linked with the service.
- to suspend the use of the service (Hold); or
- to cancel suspension of the use of the service (Unhold) and/or terminate of the use of the service.

To reset password and/or unlock user ID, the User shall contact the administrator or K-BIZ Contact Center Tel. 02-8888822, 24 hours daily.

1.6 The Applicant may view transaction history of payment of goods/services and/or funds transfer. The Applicant will receive the Transaction Evidence of payment of goods/services and/or funds transfer through channel(s) determined by the Bank.

"Transaction Evidence" means transaction slip, statement for payment of goods/service, funds 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 (the "Account Owner"), the Applicant agrees as follows:

1.7.1 The Applicant shall procure that the Account Owner executes a letter of consent in form and substance satisfactory to the Bank to 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 Applicant and payment of fees/service fees/expenses/penalty fees/taxes arising from the use of service. The Applicant shall procure that the Account Owner shall not revoke or withdraw such consent before the termination of the service.

1.7.2 The Applicant 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 that results in the Bank being unable to debit funds from the deposit account of the Account Owner and the Applicant being unable to execute transaction(s) at that time, the Applicant shall negotiate with the Account Owner to receive payment of debt and/or any obligation that the Applicant and the Account Owner have toward one another and/or to continue to execute transaction(s) of the Applicant by itself.

However, in case the Applicant or the Account Owner delays in notifying the Bank of the revocation or withdrawal of such consent that results in the Bank being unable to immediately update the information in the Bank's system by any reason whatsoever and taking any action against the deposit account of the Account Owner in accordance with instruction(s) received from the Applicant, the Applicant agrees that such action of the Bank is correct and the Applicant shall be directly liable to the Account Owner.

1.8 The Applicant consents and authorizes the Bank to debit funds from the deposit account of the Applicant specified in the application and/or any other deposit account of the Applicant opened and maintained with the Bank in order for the Bank to execute the transactions and/or comply with the terms and conditions of the service, without notice to the Applicant. The Bank will send to the Applicant evidence thereof.

1.9 The Applicant agrees that the Bank and the Applicant is subject to laws, rules, regulations, orders, guidelines, requests and/or any other requirement of the Bank of Thailand, court, supervisory or regulatory authority, other competent authority (as the case may be) 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 Applicant agrees that in using the services, the Applicant shall comply with such Applicable Laws and Regulations as amended immediately. If the Applicant 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 Applicant agrees to immediately indemnify the Bank against any such penalty, damages and/or costs and expenses.

1.10 The Applicant consents and authorizes the Bank to debit funds from any deposit account of the Applicant opened and maintained with the Bank or any moneys owned by the Applicant in possession of and/or controlled by the Bank, regardless of the mean by which the Bank has accepted deposits and/or gained possession and/or control, and to immediately apply such funds in or towards such payment of debts and/or liabilities of the Applicant, without notice to the Applicant. The Bank will send to the Applicant evidence thereof.

1.11 If the Applicant 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 execution of the transactions and/or compliance with the terms and conditions of the service and/or for payment of debts and/or liabilities of the Applicant, the Applicant shall not be able to execute transaction(s) at that time

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

1.14 The Applicant represents and warrants that any document, information and details submitted to the Bank, in whatever form and whether submitted by the Applicant or any delegate of the Applicant, 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 Applicant is eligible and legally competent to use the service and execute any transaction related to the service. If there is any damage arising from the incompleteness, inaccuracy or outdatedness or the Applicant's ineligibility or incompetence to use the service or execute any transaction related to the service, the Applicant agrees to be solely responsible for such damage.

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

1.16 Unless the Bank specifies otherwise, if (1) the Applicant becomes aware of any error in any action related to the service; (2) there is any event where suspension of any action related to the service, whether in whole or in part, is required; or (3) the Applicant requests for cancellation of any suspension, the Applicant may contact K-BIZ Contact Center Tel. 02-8888822, 24 hours daily, or any other channel determined by the Bank and provide to the Bank relevant information, such as date, time, related persons, amount, details of transaction(s) and any other information requested by the Bank. After the Applicant has completely performed any act required by the Bank's procedures, the Bank will take any related action, such as verification/rectification of any error, suspension of any action, cancellation of any suspension within the period notified by the Bank to the Applicant. The Applicant shall be responsible for any action and transaction occurred or executed before the end of such period notified by the Bank to the Applicant. The Bank reserves the rights not to proceed with any request which is contrary to the Applicable Laws and Regulations.

1.17 The Applicant may use the service up to the maximum number of times and amount of funds specified by the Bank and/or recipient bank. The Bank shall debit fund from the deposit account in the amount equal to the transaction amount and fees/service fees/expenses/penalty fees/taxes (if any) pursuant to the agreement between the Applicant and the Bank and such funds shall be transferred to the recipient's deposit account on the effective date of transaction as specified by each recipient bank.

1.18 If there is any error in fund debit from and/or fund transfer to the deposit account specified in the application which is not caused by the Bank, the Applicant shall examine and directly claim such funds from or return such funds to the relevant counterparty. If the Applicant has any defense and/or claim against the relevant counterparty, the Applicant shall directly claim such counterparty.

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

1.20 The Applicant agrees that the Bank may assign or transfer any of its right, benefit and/or obligation, whether in whole or in part, under the terms and conditions of the service to any person and/or financial institution as the Bank deems appropriate without any consent from the Applicant, but the Bank will inform the Applicant of such assignment or transfer. Nonetheless, the Applicant shall not assign or transfer any of its right, benefit and/or obligation, whether in whole or in part, under the terms and conditions of the service to any person and/or financial institution, unless the Applicant receives a prior written consent from the Bank.

1.21 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 manuals, 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 Application to take any action.

1.22 All letter, notice, or information sent by the Bank to the Applicant via the Channel for Receiving Information 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 Applicant. In case of any move, change or cancellation of the Channel for Receiving Information, the Applicant shall immediately inform the Bank in writing of such move, change or cancellation.

1.23 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 Applicant agrees to comply with the Bank's decisions in all respects.

1.24 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 voidance, illegality, invalidity or unenforceability shall not invalidate the other remaining provisions of the terms and conditions of the service.

1.25 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.

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

2. Fees/Service Fees/Expenses/Penalty Fees/Taxes and Duties

2.1 The Applicant agrees to pay to the Bank remuneration for using the service, whether referred to as fees, service fees or whatever name, within the due date for payment of any such remuneration.

2.2 The Applicant shall be solely responsible for payment of any legal fees, taxes, duties and any costs and expenses in connection with the service (if any).

If the Bank has to make advance payment of such legal fees, taxes, duties and/or any costs and expenses for and on behalf of the Applicant, the Applicant agrees to repay such amount to the Bank immediately.

3. Amendment to the Terms and Conditions of the Service

3.1 In the case where amendment to the terms and conditions of the service imposes more burden or risks on the Applicant, such amendment shall be effective upon the Applicant's consent.

3.2 In the case of any other amendment to the terms and conditions of the service, the Applicant agrees and consents that the Bank shall have the rights to amend the terms and conditions of the service as the Bank deems appropriate. In the event that such amendment affects the use of the service by the Applicant (such as service fee adjustment pursuant to increased costs and expenses, change of the service channel, or the change of the payment due date), the Bank will communicate or notify the Applicant of the material details of such amendments at least 30 days in advance or other period as required by law.

3.3 In the case where laws and/or regulations specifically provide otherwise with respect to the amendment to the terms and conditions by the Bank, the Applicant agrees that the Bank shall comply with such laws and/or regulations.

4. Termination of Service and Effect of Termination

4.1 The Applicant agrees that the Bank shall have the rights to suspend and/or terminate the service (whether in whole or in part or whether in respect of any particular applicant) at any time, provided that the Bank will notify the Applicant in advance. Except for any of the following events, the Applicant agrees that the Bank shall have the rights to immediately suspend and/or terminate the service (whether in whole or in part) as the Bank deems appropriate without notice to the Applicant and the Bank shall not be responsible for any damage arising from such suspension, and/or termination:

4.1.1 any of information, details, representation or warranty provided by the Applicant to the Bank is untrue, inaccurate, or misleading in any material respect;

4.1.2 there occurs any fact which the Bank believes that any of information and/or details provided by the Applicant to the Bank to proceed in accordance with the application or the use of the service by the Applicant 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 violate any Applicable Laws and Regulations, or might have an impact on the Bank's image;

4.1.3 the Applicant breaches any provision of the terms and conditions of the service, including failure to pay fees/ service fees/ expenses/penalties fees/taxes/duties;

4.1.4 there occurs any circumstance or event which the Bank believes that might have an effect on the Applicant's business, operation or ability to perform or comply with any of its obligations, including without limitation to winding-up, dissolution, removal of the company registration, cessation of business or liquidation of the Applicant;

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

4.1.6 the Bank is required to comply with the Applicable Laws and Regulations.

4.2 In case the Applicant wishes to terminate any or all of the services under the terms and conditions of the service, the Applicant 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 service pursuant to the Applicant's request as soon as practicable within 30 days from the date on which the Bank has received the request to terminate the service and all relevant documents from the Applicant. The termination of the service shall be effective upon the Bank notifying the Applicant.

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

Specific Terms and Conditions for ODD-RDD-RCDD (Payer)

Online Direct Debit-RDD-RCDD (Payer) is a service to facilitate the Applicant in paying debts owed to the payee (trade partner) of the Applicant ("Trade Partner"). The Applicant agrees and authorizes the Bank to debit the deposit account of the Applicant for crediting to the deposit account of the Trade Partner via Online Direct Debit (ODD)/ Real Time Direct Debit (RDD)/ K-Payment Plan Services (RCDD).

The Applicant agrees as follows:

1. The Applicant is able to pay for goods and/or services per the amount, the number of times, date and time and conditions determined by the Bank, without contacting the Bank.

2. This service can be used only with the Trade Partner having a deposit account opened and maintained with the Bank.

3. The Applicant or the Trade Partner (in case the Applicant authorizes the Trade Partner to send an instruction), shall send to the Bank an instruction to debit from the deposit account of the Applicant and credit to the deposit account of the Trade Partner in an electronic form via Online Direct Debit (ODD) / Real Time Direct Debit (RDD) / K-Payment Plan Services (RCDD).

4. Upon the Bank's receipt of the instruction from the Applicant or the Trade Partner (in case the Applicant authorizes the Trade Partner to send the instruction), the Applicant agrees and authorizes the Bank to immediately debit from the deposit account of the Applicant opened and maintained with the Bank in the amount specified in the instruction and credit to the deposit account of the Trade Partner within 24 hours after such debit from the deposit account of the Applicant.

5. If the Applicant has a current account with an overdraft (OD) credit facility and in addition to the payment or debit instruction in accordance with the overdraft (OD) credit facility agreement the Applicant made to the Bank, the Applicant agrees and authorizes the Bank or the Trade Partner (in case the Applicant authorizes the Trade Partner to send the instruction) to make payment or debit from the current account and such paid or debited amount shall be deemed the debts under the overdraft (OD) credit facility that the Applicant agrees to repay the Bank in accordance with the overdraft (OD) credit facility agreement.

6. If the Trade Partner uses the Online Direct Debit (Payment with Hold):

6.1 Upon the Bank's receipt of the instruction from the Applicant or the Trade Partner (in case the Applicant authorizes the Trade Partner to send the instruction) to hold the amount in the deposit account of the Applicant for payment of goods and/or services, the Applicant agrees and authorizes the Bank to hold the amount in the deposit account equal to the amount specified in the instruction and the Applicant shall not withdraw/transfer such amount from the deposit account.

6.2 If the amount in the deposit account is less than the amount specified in the instruction, the Bank will not hold such amount in the deposit account and the Applicant is unable to execute that transaction. The Applicant agrees to directly pay the Trade Partner and the Bank shall not be held liable to the Applicant or the Trade Partner.

6.3 Upon the Bank's receipt of the instruction from the Applicant or the Trade Partner (in case the Applicant authorizes the Trade Partner to send an instruction) to debit the amount that has been held from the deposit account of the Applicant, the Applicant agrees and authorizes the Bank to debit such amount from the deposit account of the Applicant and credit such amount to the deposit account of the Trade Account.

6.4 If the Applicant authorizes the Trade Partner to send an instruction, the Applicant agrees and authorizes the Bank to undertake as follows:

6.4.1 In cases where the amount specified in the instruction for account debit is more than the amount that has been held and:

- if the amount in the deposit account of the Applicant is less than the amount specified in the instruction for account debit, the Applicant agrees and authorizes the Bank to debit amount in the deposit account of the Applicant equal to the amount that has been held.
- if the amount in the deposit account of the Applicant is equal to or more than the amount specified in the instruction for account debit, the Applicant agrees and authorizes the Bank to debit amount in the deposit account of the Applicant equal to the amount specified in the instruction for account debit.

6.4.2 In case where the amount specified in the instruction for account debit is less than the amount that has been held, the Applicant agrees and authorizes the Bank to debit the amount in the deposit account of the Applicant equal to the amount specified in the instruction for account debit and the holding of the remaining amount shall be deemed cancelled, unless the Trade Partner gives an instruction to hold the remaining amount for the next account debit.

7. If the amount that the Trade Partner has notified to the Bank is incorrect and the Bank has already debited such amount from the deposit account of the Applicant and credited to the deposit account of the Trade Partner, the Applicant shall directly claim such amount from the Trade Partner.