

Terms and Conditions to Deduct Account (Online Direct Debit service) (“Terms and Conditions”)

Part 1: Specific Terms and Conditions

The Terms and Conditions herein shall be applied between KASIKORN BANK PUBLIC COMPANY LIMITED (hereinafter referred to as the “Bank”) and a customer who wishes to use a direct debit service (hereinafter referred to as the “Applicant”) through an Online Direct Debit service by authorizing the Bank to debit money from a deposit account of the Applicant and/or a deposit account of its designated person, as allowed by the Bank, and then credit such money to the deposit account of the Payee and/or its designated person (hereinafter referred to as the “Payee”) for the purpose of settling the debts and/or obligations that the Applicant and the Payee have towards one another.

1. The Applicant may daily make payment for goods and/or services through the Online Direct Debit service on the Bank’s system without the need to visit the Bank’s office, subject to the maximum amount, frequency, period of time and terms as stipulated by the Bank.
2. The Bank will provide a direct debit and then credit the money to a deposit account of the Payee only if such deposit account is maintained at the Bank.
3. To use the service hereunder, the Applicant must send an Application for the service as well as the instruction of direct credit to the Bank in the form of electronic data through the Online Direct Debit service as agreed with the Bank. The Applicant may obtain the procedures for the use of the Online Direct Debit service from the Bank or directly from the Payee.
4. When the Bank receives the data from the Applicant or the Payee (where the Applicant authorizes the Payee to provide instructions), the Bank will promptly debit the money from a deposit account of the Applicant and/or a deposit account of its designated person (as allowed by the Bank) which is maintained at the Bank according to the amount instructed by the Applicant or the Payee and the Bank will credit such amount to a deposit account of the Payee within 24 hours.
5. In case the Payee opens an Online Direct Debit service in the form of set-aside (Payment with Hold), after the Bank receives an instruction via electronic means from the Applicant or the Payee to set aside a sum of money in a deposit account for payment of goods and services that the Applicant has ordered to purchase from the Payee, the Applicant shall permit the Bank to set aside the amount specified by the Applicant or the Payee in the deposit account. Whereas, the Applicant agrees not to withdraw the set aside sum of money by whatever means.
6. The Applicant acknowledges that in case the money in the deposit account are less than the amount that the Applicant or the Payee has instructed to set aside for payment, the Bank will not proceed to set aside the money for settlement. The Applicant acknowledges that such transaction cannot be executed and agrees to settle the payment with the Payee directly. Such case shall not make the Bank liable to the Applicant or the Payee in any way.
7. After the Bank receives the instruction via electronic means from the Applicant or the Payee to debit the set aside sum of money according to Clause. 5, the Applicant shall permit the Bank to debit such sum of money and credit it to the deposit account of the Payee as designated by the Payee.
8. In case the Payee provides the instruction, the Applicant acknowledges and agrees that the Payee is entitled to provide the instruction to debit the money from a deposit account under the following conditions:
 - 8.1 If the amount specified in the instruction is more than the set aside sum of money,
 - Allow to debit money which is worth equally the set aside sum of money if the available money is less than the amount specified in the instruction, or
 - Allow to debit money which is worth equally the instructed amount, if the available money is equal to or more than the instructed amount.
 - 8.2 If the instructed amount is less than the set aside sum of money, debit money which is worth equally the instructed amount and the remaining balance of the set aside sum of money shall be deemed no longer set-aside, except for the case where the Payee has instructed the Bank to maintain setting aside such remaining balance in the deposit account for future debit transactions.
9. Should there be any inaccuracy of the amount instructed by the Payee and the Bank has debited such instructed amount from the Applicant’s deposit account and already credited it to the deposit account of the Payee, the Applicant agrees to make a claim for such amount against the Payee directly. The Applicant hereby waives its right to file a claim or lawsuit against the Bank for reimbursement of such amount.

10. If providing the service under the Terms and Conditions causes any damage to the Bank, the Applicant shall, unless such damage is intentionally or negligently caused by the errors of the Bank's staffs and/or employees and/or representatives and/or the error of the system of the Bank and/or the system of Payee, be liable to indemnify the Bank in full.
11. In case the information of the aforementioned deposit account is altered due to the termination/increase of the Bank's branches and/or its merger, which does not impact on the deposit account number of the Applicant, the Applicant agrees that the Terms and Condition shall remain in full force and effect.
12. The Applicant agrees that the Terms and Conditions shall be effective from the date of application and remain valid until the Applicant terminates it by notifying in writing to the Bank and the Payee at least one month in advance.
13. If the Applicant has been granted the overdraft limit, other than the instruction of the payment as agreed in the overdraft agreement between the Applicant and the Bank, the Applicant agrees and consents that the Bank or the Payee (where the Applicant authorizes the Payee to provide instructions) shall instruct the Bank to debit money from the Applicant's current account in which it has an overdraft limit. The Applicant further agrees that such payment or debit of money from its current account shall also be deemed to be overdraft indebtedness under the overdraft agreement between the Applicant and the Bank.
14. If the money in the deposit account of the Applicant and/or its designated person are insufficient or unavailable, or the deposit account has been closed, or the Applicant's overdraft limit has been fully utilized, it shall be deemed to be unable to debit money from the deposit account. The Bank will not make a partial debit from the deposit account for the purpose of the partial settlement of an amount specified in a debit instruction. In whatsoever case, if the Bank has paid and/or credited money to the deposit account of a person designated by the Applicant, the Applicant shall make a reimbursement of such money to the Bank or permit the Bank to deduct, withdraw or debit money from any other deposit account of the Applicant maintained in the Bank as equal to the amount paid or credited to the deposit account of the designated person. If such deduction or debit of the Applicant's deposit account causes the Applicant to be in debt to the Bank or increase more debts of the Applicant in any amount whatsoever, the Applicant agrees that such debt shall be deemed to be drawn down as its overdraft indebtedness from the Bank on which the Applicant agrees to pay interest at the Bank's default interest rate for general customers. If such default interest rate is changed by the Bank, the Applicant agrees that the Bank is able to promptly change the default interest rate without the need to enter into any further written agreement.

Part 2: General Terms and Conditions

The Applicant agrees to use the Cash Management service or the same service by any other name that may be changed by the Bank as it deems appropriate (hereinafter referred to as the "Service") with KASIKORN BANK PUBLIC COMPANY LIMITED (hereinafter referred to as "the Bank"), per the approval and the details determined by the Bank. Unless otherwise stipulated in Specific Terms and Conditions, the Applicant agrees to be bound by and comply with the following terms and conditions.

1. The Applicant agrees and accepts that the services provided by the Bank are in accordance with the formats, regulations and directives/announcements of the Bank, as well as any other documents related to each service, which shall be deemed as an integral part of the Terms and Conditions. The Applicant therefore agrees to accept the terms and conditions of each service, and shall act in accordance with such formats, regulations and directives/announcements, as well as any other documents related to each service of which the Applicant has been notified, or those which are posted at the Bank premises, which shall be binding upon the Applicant in all respects.
2. The Applicant ID, Password, Token, PIN, One-Time Password (OTP), ATM card, debit card or credit card, secure pass, magnetic stripe containing the program or any other money transfer tools given by the Bank to the Applicant for use of the services and/or inward/outward money transfer, shall, unless otherwise specifically referred to, collectively referred to as the "Funds Transfer Tools".
 - 2.1 After the service is approved, the Bank shall provide an Applicant ID, Password and/or PIN (according to the service). Upon the first login, the Applicant is required to change the Password and/or PIN (according to the service).
 - 2.2 The Applicant shall safeguard the money transfer tools and treat them as confidential; disclosure of the Funds Transfer Tools shall be treated as breach of the Terms and Conditions. In case of any damage caused by such disclosure or any action causing the Funds Transfer Tools to be known or acquired by any other persons, the Applicant shall be responsible for such damage. The Applicant may change the Applicant ID, Password and/or PIN by itself at any time, under the Bank's established conditions without giving notice to the Bank.

- 2.3 If the Funds Transfer Tools are defective/lost/stolen or have reached their due date for replacement, the Applicant may notify the K-BIZ Contact Center at Tel. 02-888-8822, 24 hours daily, or at any Bank's branch during the business hours, in compliance with the Bank's established processes.
- 2.4 The Applicant may freeze or suspend the Funds Transfer Tools or Scheduled Funds Transfer Transactions, or may cancel the service by contacting the K-BIZ Contact Center, Tel. 02-888-8822, 24 hours daily, or any Bank's branch during the business hours, in compliance with the Bank's established processes. The Bank shall complete the request, as follows:
- 2.4.1 Freezing or suspension of Funds Transfer Tools: Within 24 hours after the Bank has received the complete instruction or notification from the Applicant.
 - 2.4.2 Freezing or suspension of Scheduled Funds Transfer Transactions: Within one billing cycle from the date the Bank has received the complete instruction or notification from the Applicant. "Scheduled Funds Transfer Transactions" means an electronic funds transfer in accordance with a consent agreement made in advance for funds transfer transactions that occur as earlier agreed upon, for example, account debit for utility payments, or account debit for payments of goods or services.
 - 2.4.3 Suspension of services: In accordance with the Bank's established timeline for each service.
 - 2.4.4 To ensure maximum security, the Applicant shall avoid nominating the same person as Administrator, Maker and Authorizer, and avoid giving the Applicant ID and Password to the Administrator, Maker and Authorizer if they are the same person.
3. All transactions, including but not limited to disbursements and/or withdrawals, funds transfers, and account debiting via the Funds Transfer Tools related to each service, shall be considered correct, complete and binding upon the Applicant, regardless of whether the transaction was initiated by the Applicant or by another person, and considered as though the Applicant has given the Applicant's electronic signature to the Bank as evidence of such transaction, of which the Applicant cannot make any cancellation or change. The Applicant agrees that the Bank may use such transaction information as the original and legal evidence of such transaction. The Applicant accepts and acknowledges risks related to service usage via electronic channels, which the Applicant can perform without any required documentation or other evidence for confirmation and/or submission to the Bank, except for certain transactions for which the Bank requires additional documentation or other evidence in accordance with the Bank's methods and procedures, such as (but not limited to) Cheque Direct, whereby the Applicant shall provide documentation or evidence (if any) as specified by the Bank. The Applicant shall verify the sum of each item after completion of a transaction.
4. The Bank reserves the right to change the terms and conditions of each type of service, as the Bank deems appropriate. In addition, the Bank reserves the right to add to, suspend and/or terminate these services, whether in whole or in part, or for any specific Applicant at any time, with prior notice. The Applicant agrees that in case one of the following events occurs, the Bank may immediately suspend and/or change and/or terminate the services, whether in whole or in part, at its discretion or in order to be in compliance with related law (if any):
- 4.1 Any representation or warranty made by the Applicant under the Terms and Conditions is or is proved to be incorrect or misleading in any material respect when made or deemed to have been made.
 - 4.2 There is sufficient factual evidence to believe that the information and/or details given by the Applicant to the Bank for using this service or the Applicant's service usage has produced negative impacts or affected the right of the Bank or any other person or has been contrary to public order or morality or to make the Bank believe or to cause concerns that the Applicant may have unlawful intention.
 - 4.3. The Applicant fails to comply with any of the Terms and Conditions, including non-payment of fees, service charges, taxes, stamp duties and/or any expenses.
 - 4.4. The Bank must comply with laws, regulations, rules or directives and/or requests for cooperation issued by a court or authorized persons or supervisory agencies.
5. If the Applicant intends to terminate any or all services, the Applicant shall give the Bank at least 30 (thirty) days prior written notice and act in compliance with the Bank's established processes.
6. The Applicant agrees to be bound by the Terms and Conditions and to pay fees and expenses related to the service usage, exclusive of VAT, within due dates and at rates specified by the Bank and notified to the Applicant via the Bank's various channels, at present or in the future. The Applicant is also responsible for payment of any taxes, duties or other expenses arising from the use of these services. the Bank reserves the right to change the specified fees and/or calculation methods at its own discretion, at any time, with prior notice to the Applicant or to be posted by the Bank branches or on the Bank's website, not less than 30 (thirty) days in advance, which shall be deemed as part of the Terms and Conditions. If such changes are beneficial to the Applicant, The Bank may not inform the Applicant in advance, and deems that the Applicant agrees to such changes in all respects.
7. To achieve the objective of the Terms and Conditions, the Applicant agrees that the Bank may debit the Applicant's account held with the Bank, without any written notice, in order that the Bank can comply with the Terms and Conditions. The account debiting shall not

be canceled until the service termination. The Applicant can access the services only when there is sufficient money in the account. In case the Bank cannot debit the Applicant's account for making payment of fees, expenses, taxes, duties or any other sums and/or for undertaking any action per the Applicant's instruction, due to insufficient balance in the account, or because the account has been garnished by the order of a court of law or other competent authorities, the Applicant shall not be able to use the services and/or make outward funds transfer from the Applicant's account. The Bank reserves the right to suspend the service provision, and it is the Applicant's responsibility to check whether or not there is sufficient balance in the account or whether the account has been garnished or the funds have been transferred from the account.

8. Should the Bank, at its own discretion, debit the account of the Applicant for transactions of the services or payment of fees or expenses, and such a debit results in a negative balance in the account of the Applicant or increases an already-negative balance, by any amount, the Applicant agrees to authorize the Bank to treat the amount as an overdraft and agrees to pay interest on the amount at the default rate and overdraft rate without contract at any given period wherein the Bank is not required to give any notice or evidence to the Applicant.

In cases where the account specified in the application is a savings account, the Applicant authorizes the Bank to treat it as a current account in conformity with the law related to current accounts and to debit the account entirely or partially for the settlement of debt incurred by the Applicant through the methods and procedures for a current account.

9. In cases where the account specified for the services belongs to another person (hereinafter referred to as the "Account Owner"), the Applicant must obtain a letter of consent, in compliance with the Bank's established format, signed by the Account Owner, to authorize the Bank to debit the account for transactions of the Applicant and for payment of fees and expenses arising from the use of these services under the following conditions:

9.1. The Applicant shall arrange for the Account Owner's consent authorizing the use of said account per the Terms and Conditions.
Such consent shall not be terminated or revoked before the termination of the Terms and Conditions.

9.2. The Applicant agrees to arrange for the Account Owner's maintenance of the account balance to be at least equal to the amount to be debited. In case any of the Account Owners who have entered into an agreement to authorize the Bank to debit their account has canceled or revoked their consent and/or instruction for account debiting, the Bank shall not debit the account of that person. The Applicant shall be responsible for negotiating with that person toward payments of debts and/or liabilities that the Applicant and that person have toward one another and/or toward future transactions of the Applicant.

However, in case the Bank has been notified of the cancellation or revocation as specified by the above paragraph and is unable to revise the information on the Bank's work system immediately for whatever reason and if the Bank has received any instruction or information related to that Account Owner from the Applicant and has proceeded with that account in whatever manner, the Applicant shall accept that the Bank's act is proper and shall be directly responsible toward that Account Owner.

10. If the Bank is required to disclose/receive financial information or transactions or any information related to the use of services by the Applicant to/from any organization per legal provision, orders or regulations of competent organizations or banking supervisory agencies or for the purpose of operations/service provision per the Terms and Conditions, the Applicant agrees, in all respects, to authorize the Bank to disclose/receive such information or prepare reports on relevant information or such transactions of the Applicant for submission to those authorities. Such authorization shall remain valid even if the service application is revoked, this service is discontinued or the deposit account is closed.
11. The Applicant certifies that any document, information and details which are obtained by and/or are sent to the Bank, regardless of form, and whether they were sent by the Applicant themselves or the person assigned by the Applicant, are complete, accurate and up-to-date, and are the information that the Bank may use for providing services and updating the information in the Bank's system. The Applicant has the right and is legally able to use the services and conduct any transaction related to the services, and the Bank shall not be required to verify the accuracy, authenticity or completeness of those documents, information and details.
12. If the Applicant wishes to correct the data and/or details, the Applicant shall inform the Bank in writing, or per the other method determined by the Bank, not less than 30 (thirty) days in advance.
13. Upon debiting from and/or making funds transfer to the deposit account of the Applicant and/or the person specified by the Applicant, the Bank may or may not inform the Applicant of the account debiting or money transfer; the Bank shall present a Money Transfer Evidence to the Applicant. "Funds Transfer Evidence" means documents including a transaction record, funds transfer advice, statement, and any other evidence generated by computer and recording media, or recording media for data storage, or any other evidence to be determined by the Bank of Thailand in the future.
14. In case any error in operation is detected by the Applicant, the Applicant may call the K-BIZ Contact Center at 02-888-8822. After the Bank has been notified by the Applicant of the intention to cancel the service from such channel, the Bank will cancel the service

within a period informed to the Applicant. The Applicant shall be liable for actions and transactions undertaken prior to the end of such period of cancellation so informed.

15. For electronic funds transfer, the Applicant shall provide data related to date and time, related parties, the transfer amount and transaction nature or any other data requested by the Bank. the Bank shall investigate the issue as notified, verify the facts and correct the error (if any) based on the regulations of the government and/or the Bank of Thailand and/or the Bank; the Bank reserves the right to ignore/disregard any request which violates the regulations of the government and/or the Bank of Thailand and/or the Bank.
16. The service and relevant operations, as well as service channels provided by the Bank, are intended to provide convenience to the Applicant. Either the Applicant or the Bank (“First Party”) shall be liable to the other party for losses which are incurred by the other party as a result of First Party’s error or negligence or non-compliance with the agreement, or illegal actions, but neither the Applicant or the Bank shall be liable for any loss incurred by the other party as a result of force majeure or any other causes beyond First Party’s control.

Provided that the Bank shall be liable for the following: (1) If the Bank fails to comply with the instruction for transfer cancellation that has been earlier agreed to, or (2) fails to rescind the funds transfer tool as has been requested by the Applicant in accordance with the methods and conditions specified in the Terms and Conditions, which later leads to illegitimate funds transfer transaction via this service, or (3) illegitimate funds transfer transactions have been conducted, which are not the Applicant’s fault, or (4) the Bank does not comply with the funds transfer instruction made by the Applicant, which has prevented the recipient/payee from completely receiving the funds transfer in accordance with the methods and conditions specified herein, except where such non-compliance is caused by the fact that the Applicant has insufficient funds in the Applicant’s account, and/or the Applicant has no credit line, or the Applicant’s credit line has been revoked, and/or the money transfer amount exceeds the Applicant’s approved credit limit, and/or the Applicant is a party in pending litigation and/or the Bank has already informed the Applicant of a service malfunction prior to – or while conducting – funds transfer, and/or the Applicant has breached the Terms and Conditions.

17. The Applicant may use the service for the maximum number of times and maximum amount presently established by the Bank or to be changed in the future. The Bank may change the maximum frequency and amount at any time, with prior notice given to the Applicant, and the Applicant agrees to accept the terms and conditions of such service. The Bank shall debit the account in the amount and service fee in accordance with the agreement the Applicant made with the Bank and the amount will be transferred to the Applicant’s account on the value date based on the period established by the destination bank chosen by the Applicant.
18. The Applicant agrees that if a funds transfer transaction via this service occurs as a result of lost or stolen Funds Transfer Tools, the Applicant shall be liable for the transfer amount occurred before the Bank stops or suspends the use of the Funds Transfer Tools or the funds transfer which has been earlier agreed to within the established timeframe.
19. the Bank shall not take any responsibility for the damage arising from the tools or equipment of the Applicant or mobile phone network system or Internet faults.
20. In case there is any error from account debit, for whatever the reason, the Applicant agrees to allow the Bank to correct such error and debit the Applicant’s account to correct such error immediately without prior notice to the Applicant. If such error has caused the Bank to make payment on behalf of the Applicant, the Applicant agrees to completely reimburse the Bank.
21. In case where an error arises from account debit from and/or funds transfer to the deposit account of the person specified by the Applicant and such error has not been caused by the Bank, the Applicant agrees to directly claim the amount from the person specified by the Applicant. The Applicant renounces the right to demand the Bank to debit or withdraw from the deposit account of the person specified by the Applicant and renounces the right to sue the Bank for compensation of the amount that has been credited to the deposit account of the person specified by the Applicant in accordance with the data obtained from the Applicant, regardless of the format. The Applicant agrees not to take any action that may cause the Bank to be involved with the dispute between the Applicant and the person specified by the Applicant. If the Applicant has any argument and/or right to claim, the Applicant agrees to directly contact the person specified by the Applicant.
22. In cases where force majeure or any other cause prevents the Bank from providing the services under the Terms and Conditions, the Applicant agrees to cooperate with the Bank to the full extent of the Applicant’s ability and to employ every mean in order to improve methods for providing the services of the Bank, for the Applicant’s convenience in using the services.
23. The delay or failure to exercise any right on the part of the Bank according to law or any terms, as well as handbooks, procedures and the Bank’s interactive voice response (IVR) system, shall in no case be construed as the Bank’s waiver of such a right or the Bank’s consent to the Applicant for any action.
24. If any terms and conditions specified herein conflicts with the Specific Terms and Conditions of each service, the Specific Terms and Conditions of each service shall prevail.

25. It shall be considered that any letter or notice sent by the Bank to the Applicant's address given to the Bank has been duly sent, whether or not it is sent by hand or registered postal mail or email or SMS to the email address or the mobile phone number given to the Bank, regardless of whether it is received or not, and even if it cannot be delivered because the recipient has relocated, the address is changed or demolished or the email address or the mobile phone number is changed, without informing the Bank of the relocation, change or demolition in writing, or the address cannot be located, it shall be deemed that such letter or notice has been duly sent. In case of a change in the home or office address or occupation of the Applicant, the Applicant shall inform the Bank in writing of such a change.
26. The Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand, and Thai court has jurisdiction over any dispute under the Terms and Conditions.