



Terms and conditions for use of debit card of KASIKORNBANK

These terms and conditions shall be applied with the person approved as a holder of debit card of KASIKORNBANK, hereinafter referred to as the “Cardholder”. The Cardholder hereby agrees to be bound by and comply with the terms and conditions for the use of debit cards of KASIKORNBANK Public Company Limited (the “Terms and Conditions”):

The following terms shall have the definitions set forth below:

“ATM”	refers to	automatic teller machine (ATM) of KBank and/or member banks
“Funds Transfer Tools”	refers to	Debit Card and/or Password and/or PIN and/or Debit Card ID and/or Debit Card number and/or CVV number and/or One Time Password (OTP) and/or any other tools used by the Cardholder to access the services per these terms and conditions
“Card Accepting Machine”	refers to	Electronic Data Capture (EDC) or device to connect with mobile phones or tablets or electronic devices on mPos application or QR Code or Barcode generator/reader for automatic credit line approval of the automatic payment approval machine.
“KBank”	refers to	KASIKORNBANK Public Company Limited
“Member Banks”	refers to	other banks that are members of credit card companies
“Debit Card”	refers to	a debit card issued by KBank or KBank and partners (co-branded card) to the Cardholder for payment of goods and/or services and/or utility fees, funds withdrawal, funds transfer, balance inquiry and application for existing and/or future electronic services of KBank via ATM and/or the Card Accepting Machine or for use of other services to be announced by KBank from time to time, in accordance with the terms and conditions notified by KBank, by debiting the Cardholder’s deposit account only.



“Credit Card Company”	refers to	<p>Visa International Service Association and/or Mastercard International Incorporated and/or China UnionPay Company Limited and/or JCB International Company Limited and/or Thai Payment Network Company and/or other credit card company of which KBank and/or member banks are and/or shall be member in the future.</p>
“Debit Card Transaction Notice”	refers to	<p>notice or record of debit card spending</p>
“Cardholder”	refers to	<p>person approved by KBank as a holder of debit card.</p>
“Merchant”	refers to	<p>business office, service point or seller of goods/service provider accepting debit card payment.</p>
“K Online Debit Card ”	refers to	<p>a virtual debit card issued by KBank to a cardholder, with provision of a 16- digit number, a CVV number and an expiration date, for payment of goods and/or services and/or utility fees, balance inquiry and application for existing and/or future electronic services of KBank, card accepting machine, or for use of other services to be announced by KBank, from time to time, in accordance with the terms and conditions notified by KBank; and also refers to other cards to be issued by KBank in the future, regardless of their names, but with identical features, by debiting the Cardholder’s deposit account</p>



General terms and conditions for all types of debit cards

1. The Cardholder agrees and acknowledges that KBank issues the Debit Card to the Cardholder for use of services of KBank by debiting the Cardholder's deposit account as specified by KBank. The Cardholder shall link one Debit Card to one account only. The Cardholder will be able to use the Debit Card services only if the Cardholder's outstanding balance in the deposit account is sufficient for transactions and fee payments.

2. The Cardholder accepts that the Debit Card is the property of KBank and the Cardholder is responsible for keeping the Debit Card and shall not transfer or deliver the Debit Card to another person.

3. The Cardholder agrees to use the Funds Transfer Tools in accordance with the following terms and conditions:

3.1 The Funds Transfer Tools shall be kept confidential by the Cardholder. Disclosure of Funds Transfer Tools is deemed as non-compliance with these Terms and Conditions. The Cardholder agrees to not transfer or deliver the Funds Transfer Tools or conduct any act that may cause the Funds Transfer Tools to be in other person's possession. The Cardholder shall always keep the Funds Transfer Tools safe. If the Cardholder violates these Terms and Conditions and the Debit Card has been used, the Cardholder agrees to be responsible for such Debit Card use by deeming that the Cardholder has used the Debit Card by itself, except the Cardholder can apparently prove that it has not been the Cardholder's fault.

3.2 In case where the Funds Transfer Tools are lost/stolen/suspended, or in case where the Cardholder forgets the Funds Transfer Tools, the Cardholder shall contact the K-Contact Center, Tel. 02-8888888 throughout 24 hours.

3.3 The Cardholder agrees and accepts that any action including (but not limited to) application for and use of services, funds transfer, examination/proof of identity/ approval of transactions, agreement to/ revision of/ change in/ addition to the terms and conditions/ service/ fees of services, either of KBank and/or other person, whether performed by the Cardholder or by any other person using the Debit Card and/or the Funds Transfer Tool, shall be deemed complete and valid, and shall be binding upon the Cardholder as if it were conducted by the Cardholder itself; and it shall be deemed executed by the Cardholder by way of electronic signature given to KBank, as an evidence for such a transaction, which is complete and valid from the time the transaction is confirmed. The Cardholder agrees and assumes total responsibility and risk related to the use of the service via electronic channels given that the Cardholder can conduct transactions by itself, which does not require any additional documents or evidence for confirmation and/or to be delivered to KBank, unless otherwise established by KBank. The Cardholder shall check the amount every time a transaction has been conducted.



4. If the Debit Card is used via ATM and/or the Card Accepting Machine and the Cardholder enters the 6-digit PIN incorrectly three times, the Cardholder shall no longer be able to use the Debit Card via ATM and/or the Card Accepting Machine until the Cardholder proceeds to have the Debit Card unblocked. In detail:

- If the Debit Card is blocked while processing a transaction via ATM, the Cardholder shall contact KBank to unblock the Debit Card.

- If the Debit Card is blocked while processing a transaction via the Card Accepting Machine, the Cardholder shall enter the correct PIN at an ATM so that the system shall automatically unblock the Debit Card.

For the use of a contactless Debit Card at the Card Accepting Machine showing contactless sign, the Cardholder is not required to enter the PIN for processing a transaction if the amount does not exceed the limit specified by the acquiring bank.

5. If, in any event, another person comes to know and / or access the service using the Subscriber's card number, the Subscriber must immediately notify the Bank to withhold and / or cancel the Debit Card by General terms and conditions for all types of debit cards in Clause 14.

6. The Cardholder agrees to pay application fee/new card issuance fee, annual fee, fees and/or related expenses per KBank's specified rates. The Cardholder may view the entries of debited amounts for payment of annual fee, fees and/or incurred expenses in the Debit Card Transaction Notice and/or deposit account statements until the Cardholder gives notice for termination of the Debit Card use.

The Cardholder authorizes KBank to deduct fund per the procedure as specified in Clause 17 for payment of fee and/or related expenses until the fee and/or related expenses are paid in full. The Cardholder agrees and accepts that, if the outstanding balance of the Cardholder's account is not sufficient for such deduction, the Debit Card use shall not be possible until the Cardholder pays the fee and/or expenses in full via the channels per the formats and methods specified by KBank, and gives notice to KBank.

7. The Cardholder agrees that Debit Card spending in any foreign currency shall be collected in Thai Baht per the rates specified by the Credit Card Company of which KBank is a member as of the date of such collection from KBank. If the amount is not in the US Dollar, it may be converted into the US Dollar before being converted into Thai Baht for collection from KBank. The Cardholder may check the forex rate for reference at: VISA: <http://usa.visa.com/personal/card-benefits/travel/exchange-rate-calculator.jsp>

Union Pay: <https://www.unionpayintl.com/cardholderServ/serviceCenter/rate?language=en>

In addition, the Cardholder agrees that KBank has the right to charge a currency conversion fee at a percentage specified by KBank based on the incurred spending amount in order to prevent any risk rising from such currency conversion (the current rate is 2.5%). The currency conversion fee may change and KBank shall notify in writing to the Cardholder of such a change. The Cardholder may check the currency



conversion fee at the “Notification on Service Charges, Penalty Fees related to Deposits, Loans and other Service Charges, Fees/Service Charges for ATM Cards, Debit Cards, Services of Funds Transfer and Foreign Instruments” that is currently applicable.

8. The Cardholder can use the Debit Card for KBank’s services within a spending limit determined by KBank. The Cardholder may increase (up to the established maximum limit) or decrease the spending limit via K PLUS and K-Contact Center 0-2888-8888. KBank reserves the right to change or add conditions of the abovementioned services as KBank deems appropriate. Such change or addition shall be informed by KBank to the Cardholder per KBank’s methods and in accordance with the law.

9. If KBank has found a suspicious and/or irregular purchase of goods and/or services and/or withdrawal and/or funds transfer of the Cardholder, the Cardholder agrees that KBank shall suspend the use of the limits for purchase of goods and/or services, and/or withdrawal, and/or funds transfer, either one or all of them, without the need to inform the Cardholder, in order to prevent any damage to the Cardholder. After the Cardholder has confirmed to KBank that such financial transactions are correct, the Cardholder shall be able to again use the limits for purchase of goods and/or services, and/or withdrawal, and/or funds transfer, either one or all of them. The Cardholder agrees and accepts that KBank’s action has been performed for the Cardholder’s security and benefit.

10. KBank will automatically enroll customers in the Internet Shopping by K-Debit Card service and register cardholders for the 3D Secure service. This will enable cardholders to use their debit cards to purchase goods and/or services online and enhance the security for cardholders when using their debit cards for online transactions.

In order that the successful ordering of a product and/or services on the Internet through the Virtual Debit Card service, whether by an act of the Subscriber or an act of another person whether wrongfully or not, if done using the Subscriber’s card number issued by the Bank, is deemed valid and complete, and the Subscriber agrees to take all responsibilities. If any damage is incurred for whatever reason, in no event shall the Bank assume liability

11. To notify the Cardholder of payment for the debt incurred from the use of the Debit Card, KBank shall send the Debit Card Transaction Notice to the Cardholder not less than 10 days before the payment due date via the channels and per the formats and methods specified by KBank.

12. In case of debit card spending for which the Cardholder has requested the Debit Card Transaction Notice, KBank shall send the Debit Card Transaction Notice to the Cardholder via the channels and per the formats and schedules specified by KBank. Should any inaccurate transaction be found, the Cardholder shall inform KBank of such inaccuracy within 10 business days of receipt of the Debit Card Transaction Notice in accordance with the normal postal period. However, the Cardholder shall not be deprived of their rights should the Cardholder be able to later prove that some expenses shown in the Debit Card Transaction



Notice are inaccurate, which is not caused by the Cardholder's fault or error. The Cardholder shall lodge an objection within 60 days of receipt of the Debit Card Transaction Notice from KBank.

13. Should the Cardholder wish to change the method to receive the Debit Card Transaction Notice, the Cardholder shall notify in writing to KBank at least 30 days in advance. The Cardholder agrees that KBank shall send the Debit Card Transaction Notice via the channels and per the formats and schedules specified by KBank only.

14. The Cardholder agrees and acknowledges that if the Cardholder wish to freeze/temporarily suspend the card, the Cardholder may proceed via K PLUS or wish to cancel, Debit cardholders may terminate their card via the K-Contact Center, Tel. 02-888-8888, or at a convenient KBank branch with presentation of their national ID card, a passbook linked to the debit card, and the debit card to be terminated. The Debit Card shall be cut into two pieces and returned to KBank. KBank shall cancel the Debit Card within 5 minutes from the time KBank is notified. Any liabilities incurred after these five minutes shall not be borne by the Cardholder, except where KBank can prove that such liabilities have been incurred by the Cardholder.

The Cardholder agrees and acknowledges that the Cardholder has the right to receive a refund of the annual fee for the period during which the service is not used from KBank (in case where the annual fee has been paid by account debiting). The refund of annual fee shall be calculated on a pro-rata basis, based on the calendar months during which the service has not been used; a fraction of a month shall not be counted. The Cardholder agrees that KBank has the right to use the annual fee which the Cardholder is entitled to receive as a refund for settlement of unpaid debit card debt. It shall be deemed that the Cardholder has received the refund of annual fee once KBank has credited the annual fee into the Cardholder's account.

15. If the Cardholder is entitled to the refund of annual fee as mentioned in 14, KBank shall proceed to return the annual fee to the Cardholder by crediting into the deposit account linked to the cancelled Debit Card per the agreement made by the Cardholder. If the account is closed, KBank shall return the sum to the Cardholder via the channel and per the format as KBank deems appropriate.

16. KBank has the right to discontinue the Debit Card service, revoke or reject the use of the Debit Card or recall the Debit Card in the following cases:

16.1 The Cardholder transfers the Debit Card to another person or allows another person to use the Debit Card on its behalf.

16.2 There is insufficient balance in the account for payment of fees and other expenses to KBank.

16.3 A civil or bankruptcy lawsuit has been filed against the Cardholder, or the Cardholder has been requested for business rehabilitation or subject to receivership or faced criminal charge, or public agencies or competent authorities have issued an order to confiscate or garnish the Cardholder's property or the Cardholder's property has been ordered to become state property.



16.4 The Cardholder has died, suffered from chronic illness or become disabled, which KBank considers affecting the Cardholder's debt repayment capability.

16.5 The Cardholder has faced other problems, which KBank considers significantly affecting the Cardholder's debt repayment capability.

16.6 The Cardholder has made or used fake documents to apply for debit card or other services related to debit card or to avoid criteria of the Cardholder's qualifications per related laws or regulations announced by related supervisory agencies, or has had a behavior that can be convinced as being fraudulent against KBank or general public, or has had a behavior that can be convinced as contrary to laws/public order/good morals.

16.7 The Cardholder violates any stipulation of this Debit Card Agreement.

16.8 KBank has found that information in the application form or other documents of the Cardholder is inaccurate, incomplete or untrue or significantly misleading.

16.9 The Cardholder lacks any qualification per related laws or regulations prescribed by related supervisory agencies that are in effect, or related laws or regulations that are in effect stipulate that the Debit Card service under these Terms and Conditions can no longer be available.

16.10 If KBank suspects that the Debit Card has been fraudulently used by other person, KBank has the right to immediately cancel the Debit Card for the Cardholder's security. KBank shall issue a new card and inform the Cardholder accordingly.

In case KBank has exercised its rights per 16.1-16.10, the Cardholder shall return the Debit Card once the Cardholder is notified by KBank.

17. The Cardholder allows KBank to immediately debit any type of the Cardholder's deposit accounts held at KBank or any sum that is under the possession, care and/or authority of KBank, regardless of how KBank has obtained the funds, possession, care and/or authority, for payment of debts and/or liabilities of the Cardholder, without prior notice. KBank will send evidence for account debit to the Cardholder.

If the current account with overdraft, the cardholder agrees to deduct the amount in the overdraft to pay off debt and/or fees and/or expenses and/or service charges and/or interests as mentioned in all respects. It shall be deemed to be an overdraft loan and the cardholder agrees to be liable for repayment according to the terms and conditions specified in the overdraft loan agreement made to the bank in all respects.

If there are no or insufficient funds in all types of deposit accounts, and/or any amount in the possession of the Cardholder is insufficient for full settlement of debt and/or liabilities, the Cardholder agrees to pay to KBank the outstanding debt and/or liabilities.



18. The Cardholder agrees to authorize the Bank to debit the Cardholder's deposit account to compensate for the total amount incurred from the use of the Debit Card, including expenses for litigation procedures, lawyer's fee at the rate for which the Bank has agreed to hire a lawyer, and any other expenses actually incurred to the Bank.

19. The Cardholder can use the service via any other electronic channel that is available by KBank for doing transactions related to the Debit Card such as spending transaction inquiry and/or card suspension. The Cardholder agrees to comply with terms and conditions and the methods of the electronic channel.

20. If in the future KBank provides other services apart from those specified in these Terms and Conditions to the Cardholder, and the Cardholder agrees to use such services, the Cardholder agrees that no additional evidence shall be required.

21. The Subscriber agrees that servicing and related actions including channels provided by the Bank are intended to accommodate the Subscriber. The Bank agrees to be liable to the Subscriber for damages due to this service in case the Bank fails to conform to the service agreement except where such non-conformity is due to:

0. Cases in which the Subscriber has an insufficient amount of funds in the account
1. Cases in which the credit limit with the Bank is unavailable or suspended
2. Cases in which the transfer and / or payment causes the account balance to exceed the credit limit agreed with the Bank
3. Cases under legal proceedings
4. Cases in which the Bank has informed the Subscriber regarding a problem in transferring money and / or payment before or during the transfer progress and / or payment has been made
5. Cases in which data is filled in validly and completely by the Subscriber as / the Bank's requirements, and the money transfer and / or payment has been confirmed
6. Cases in which the Subscriber fails to comply with the terms of the agreement with the Bank and / or any act of God
7. Cases in which the Bank fails to follow the order to suspend the action as notified by the Subscriber according to the agreement's methods and conditions
8. Cases of a wrongful transaction that is not the Subscriber's fault

22. Collection, use or disclosure of information





The Cardholder agrees and consents to the Bank to collect and use any of its personal data and/or information for the purpose of (i) providing services, (ii) fulfilling the request of the Cardholder before providing the services, (iii) assigning third parties to support the services, such as information technology, communications and collection, (iv) assignment of right and/or obligation and/or (v) solving complaint. The Cardholder further agrees and consents to the Bank to disclose its personal data and/or information, whether in or outside the country, to outsourcing service providers, the Bank's agents, the sub-contractors, co-branding alliances, prospective assignees, assignees and cloud computing service providers, and also agrees and consents to the aforementioned parties to collect, use and/or disclose its personal data and/or information for the same purposes.

For more information, please see Privacy Policy: [www.kasikornbank.com/en/privacy-policy](http://www.kasikornbank.com/en/privacy-policy)

In the event that the Cardholder discloses another person's personal data to the Bank for the aforementioned purposes, the Cardholder represents and warrants to the Bank that the Cardholder 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.

## 23. Changes of the Terms and Conditions:

23.1 In case of changes that incur additional burdens or risks to the Cardholder, such changes shall become effective after the Cardholder's consent has been granted.

23.2 In case of changes other than those mentioned in 21.1 or changes of interest rates, penalties, fees, service charges and other expenses due to rising costs, the Cardholder agrees that KBank has the right to make any changes as KBank deems appropriate, and KBank shall inform the Cardholder of the pertinent information of such changes in writing (with the font size of not less than 2 mm and not more than 11 letters in 1 inch):

(1) not less than 30 days in advance; or

(2) for urgent cases: not less than 7 days in advance via:

(a) letter; or

(b) announcement in a Thai daily newspaper widely-circulated domestically, along with a letter to the Cardholder.

In case of changes which are beneficial to the Cardholder or reduce the burden of the Cardholder, and which shall be in effect immediately, KBank shall inform the Cardholder of such changes within 30 days after the effective date.

23.3 If there is any law and/or regulation requiring KBank to conduct any other act related to changes of the Terms and Conditions, the Cardholder agrees that KBank shall comply with such law and/or regulation.



24. In case any document, letter or notice is delivered by KBank to the Cardholder per the home or office address, mobile phone number or email address or via any other means, earlier provided to KBank, the Cardholder shall deem that such an address is correct and the delivery has been accomplished.
25. Should there be any change in home address, office address, telephone number, e-mail address or occupation of the Cardholder, the Cardholder shall immediately inform KBank of the change in writing.
26. The Cardholder cannot transfer the rights and/or benefits and/or duties, either wholly or in part, under these Terms and Conditions to any other person.
27. Any delays or exemptions in exercising rights under the law or these Terms and Conditions shall not be regarded as KBank's relinquishing such rights or as KBank's giving the Cardholder consent to perform any act.
28. If any clause of these Terms and Conditions is contradictory to or do not correspond with the Notification of the Contract Committee Re: Credit Card Business as a Contract-Controlled Business B.E. 2542 (1999) (and its amendments) that is currently in effect and shall be effective in the future, the stipulation of such the Contract Committee's notification shall prevail.
29. If the specific terms and conditions do not specifically provide details of any issue, the general terms and conditions applied to all types of the Debit Card shall be applied. If the specific terms and conditions specifically provide details of any issue, or are contradictory to, or do not correspond to the general terms and conditions for all types of the Debit Card, the specific terms and conditions shall prevail. However, if either the general terms and conditions for all types of the Debit Card or the specific terms and conditions are found to be unclear, the Merchant and the Account Owner agree to comply with the Bank's decisions, in all respects.
30. Regardless of any terms or conditions set forth in the Terms and Conditions for Use of K PLUS service, if the Bank detects or reasonably believes that the User's use of K PLUS service may pose a risk or there is any abnormal use of the service, the User agrees that the Bank has the right to change the Terms and Conditions for Use of K PLUS service immediately, including the reduction in a transaction limit via K PLUS service, as deemed appropriate by the Bank. The Bank shall notify the User of such changes or actions afterward.

#### Terms and conditions for use of the Debit Card via ATM

1. The Cardholder shall withdraw cash from the savings deposit or current account linked with the Debit Card in the amount not exceeding the balance therein. The transaction amount shall be updated in the Cardholder's deposit account within the same day.



2. The Cardholder can make payment of utilities or service charges from 00:00 to 22:00 hrs. or any other period specified by KBank.
3. The Cardholder wishing to conduct funds transfer from the Cardholder's account to another person's account shall verify the transfer amount, another person's account number and the recipient account's bank code to ensure the accuracy before doing the transaction. The Cardholder agrees to be fully responsible for the use of the Debit Card and shall not demand for any compensation from KBank.
4. The Cardholder shall be informed by an ATM when it has run out of the Debit Card Transaction Notice, and can then choose to continue to process the transaction if the Cardholder agrees to do so. The Cardholder agrees and acknowledges that the Cardholder may check the transaction amount from their deposit passbook. However, a deposit transaction and/or funds transfer to another person's account or another bank's account cannot be processed.
5. For funds transfer, the Cardholder accepts that the service and related operations, as well as service channels provided by KBank, are to facilitate the Cardholder. KBank shall be liable to the Cardholder for damage arising from the use of this service if (1) KBank fails to comply with the instruction to freeze or withhold payment/funds transfer or withhold the Funds Transfer Tools as notified by the Cardholder per the methods and conditions as specified in these terms and conditions, and illegitimate payment/funds transfer transactions have later been conducted; or (2) KBank fails to deliver the Funds Transfer Tools to the Cardholder and illegitimate payment/funds transfer transactions have later been conducted; or (3) illegitimate payment/funds transfer transactions have been conducted, which are not the Cardholder's fault; or (4) KBank fails to comply with the Cardholder's payment/funds transfer instruction, preventing the recipient's bank from receiving payment/funds transfer completely per the methods and conditions specified by these terms and conditions, except where non-compliance with the instruction has been caused by insufficient funds in the Cardholder's account, and/or KBank has informed the Cardholder of a payment/funds transfer service malfunction prior to or while conducting payment/funds transfer, and/or the Cardholder has breached the conditions or agreement made with KBank.
6. In case of service addition, KBank shall inform the Cardholder of related details, terms and conditions, criteria and methods, which the Cardholder may verify prior to using the service. Once the Cardholder agrees to use such service (to be used with the Funds Transfer Tool), the Cardholder shall be deemed to be bound by the terms and conditions of such a service, without the need to provide any other document to KBank.

#### Terms and conditions for use of the Debit Card for payment of goods and/or services

1. In using the Debit Card for payment of goods and/or services in lieu of cash, the Cardholder shall show and hand over the Debit Card to the Merchant so that they can prepare the evidences of debit card use,



and shall sign the documents (as required by KBank) per the formats and methods specified by KBank/the Merchant, except for the orders of goods and/or services with the Merchant that accepts payment via the Cardholder's verbal or written notification of debit card number. In such a case, the Cardholder agrees that the documents and/or buying order information prepared by the Merchant and/or the Credit Card Company are the evidences of the Cardholder's debit card use for payment of goods and/or services in lieu of cash, and the Cardholder's instruction for KBank to make payment of goods and/or services to the Merchant upon their collection.

2. The Cardholder agrees to authorize KBank to debit the Cardholder's deposit account linked with the card number as notified by the Cardholder to the Merchant per the methods and criteria established by KBank. In case of recurring payment, KBank shall debit the account in accordance with the amount and timeline that the Merchant notifies KBank for each payment period, such debiting shall be deemed as accurate and binding upon the Cardholder, without the need to provide any additional consent or any other document to KBank. If KBank cannot debit the deposit account, for whatever reason, including (but not limited to) the fact that the balance of the deposit account is insufficient for debiting or the debit card number notified to the Merchant has been cancelled or changed and the Cardholder has not notified such cancellation or change to the Merchant, KBank may withhold such payment of goods and/or services and shall not debit the account again, deeming that such debiting is unsuccessful.

3. In any event, KBank shall not take any responsibility should the Merchant refuse to accept the Debit Card for payment of goods and/or services.

4. If any goods purchased via the Debit Card are defective or damaged, or if the Cardholder is not satisfied with the services provided, the Cardholder has no right to claim responsibility from KBank and shall make its claim with the Merchant itself.

5. The Cardholder agrees and acknowledges that the exchange or return of goods and/or services shall be in accordance with the requirements of the Merchant. KBank is not involved with any exchange or return of goods and/or services; it is the Cardholder's responsibility to process the exchange or return of goods and/or services.

6. In case KBank has entered into an agreement with the Merchant wherein the Cardholder may order goods and/or services via the Cardholder's verbal or written notification of card number for the Merchant to collect the payment from KBank, the Cardholder agrees as follows:

6.1 If the Cardholder objects that the Cardholder has not in fact ordered the goods or requested the services from the Merchant, KBank shall suspend the collection of payment from the Cardholder immediately. If the collection has already been made, KBank shall give the Cardholder a refund immediately. Except where KBank can prove that such liabilities have in fact been incurred by the Cardholder, in which case KBank shall exercise the right to claim from the Cardholder later on.



6.2 The Cardholder shall not be deprived of the right to cancel the purchase of goods and/or services within 45 days of the date of goods order or service request or within 30 days of the due date of goods and/or service delivery, in case of written schedules of goods and/or service delivery, should the Cardholder prove that the Cardholder has not received the goods and/or services, or has not received the goods and/or services per the schedule, or has received the goods and/or services that are incomplete or defective, or do not conform with the objective. In this case, KBank shall suspend the collection of payment from the Cardholder. If the collection has already been made, KBank shall give the Cardholder a refund within 30 days from the date of the Cardholder's notification for the orders of goods and services in Thailand and within 60 days from the date of the Cardholder's notification for the orders of goods and services from foreign countries.

7. In using the Debit Card for payment of goods and/or services via Internet Shopping by K-Debit Card, the Cardholder shall provide the Debit Card number and other information to the Merchant and proceed in accordance with the requirements of the Merchant. If the Cardholder conducts a transaction for payment of goods and/or service with the Merchant that has 3D Secured registration, the Cardholder is required to verify their identity through OTP or other system specified by the Merchant.

8. If the Subscriber finds any processing error or if there is a reason to suspend any action under this service, the Subscriber may contact the Bank via the K-Contact Center or call 02-888-8888.

When the Bank is requested by the Subscriber to suspend an action via the abovementioned channel, the Bank agrees to suspend such action within the time the Bank informs the Subscriber. The Subscriber is still responsible for the actions and transactions made before the due time that the Bank commits to suspending such action as reported. The Subscriber shall provide information regarding date, time, involved persons, amount, transaction type, and any other information that the Bank may request. And the Bank shall conduct the investigation and correct any errors (by adhering primarily to the criteria set by the government sector and / or the Bank of Thailand and / or Visa International Co., Ltd.) within 30 (thirty) days from the date of reporting of the complete information and according to such details, except when there is an objection or rejection to making the transactions for which the Bank has not received the investigation results according to the regulations defined by Visa International Co., Ltd. The Bank shall notify the Subscriber of the investigation results within 7 (seven) days from the date the investigation results are known. And the Bank reserves the right to ignore any request that conflicts with the requirements/criteria of the government sector and / or the Bank of Thailand and / or Visa International Co., Ltd. Besides, in case of error, the Bank shall compensate the Subscriber by transferring the erroneous amount to the Subscriber's account within 7 (seven) days from the date the Bank detects the error



### Terms and conditions for specific debit cards

#### Terms and Conditions for K-Basic Debit Cardholder

1. K-Basic Debit Card shall be jointly used with the Basic Banking Account only.
2. One Basic Banking Account shall be linked with only one K-Basic Debit Card.
3. The Cardholder agrees to pay application fee/new card issuance fee and annual fee of the K-Basic Debit Card that is linked with the Basic Banking Account per the rates specified by KBank. In case where the Basic Banking Account has been converted into a savings deposit account in accordance of the terms and conditions of Basic Banking Account opening and use, the Cardholder agrees to pay the K-Basic Debit Card's annual fee as announced for KBank's debit cards and authorize KBank to debit the Cardholder's deposit account linked with the K-Basic Debit Card when the Cardholder has held the K-Basic Debit Card for one year. The Cardholder agrees to credit the account before the due date specified by KBank so that KBank can debit the account per these terms and conditions.

#### Terms and Conditions for K Online Debit Cardholder

This agreement shall be used between Kasikornbank Public Company Limited, referred to hereafter as the "Bank," and the person for whom the bank approves membership of the Virtual Debit Card, referred to hereafter as the "Subscriber," wherein the Subscriber agrees to abide by all of the following terms and conditions of the Virtual Debit Card service:

1. Virtual Debit Card is a financial service wherein the Bank issues the card number and CVV number, which is the Card Verification Value, the last 3-digit secret number displayed on the signature box on the Virtual Debit Card, used to authenticate the Subscriber as the actual Virtual Debit Card member while engaging in any financial transaction on the Internet. No card presentation is required during financial transactions, but the Subscriber is required to present the expiry date to the service provider to perform any financial transactions to buy products and services at an Internet store. The Subscriber is the only person who knows the card number, expiry date, and CVV number of his / her Virtual Debit Card, and the Subscriber is responsible for keeping the confidentiality of his / her card number, expiry date, and CVV



number. The Subscriber shall never disclose such information to other sons and / or allow another person to use his / her card. The Subscriber agrees to bind himself/herself by treating the card number, expiry date, and CVV number as the Subscriber's unique identification representation

2. To pay the seller for products and / or services that the Subscriber orders through the Virtual Debit Card service, the Subscriber allows the Bank to deduct money in the deposit account specified by the Subscriber to the Bank, for the amount equal to the amount paid by the Subscriber for the products and / or services to the store. The Bank shall notify the Subscriber of such deduction to the account according to the terms and conditions specified by the Bank. The Bank need not produce any evidence of account deduction and / or any other document, since the Subscriber may inquire about the purchase transactions by updating his / her savings account book and / or statement or goods receipt or cash receipt from the seller. Therefore, if the Subscriber finds that any transaction is incorrect, he/she must submit an objection to the Bank within 10 working days from the date the statement of the Virtual Debit Card service is received from K PLUS or from the date the statement of the Virtual Debit Card service is received from the Bank, whichever is the case

3. The Bank reserves the right to cancel, change, modify, or add terms and conditions for the use of the Virtual Debit Card service or any provisions related to the service, fee rate, or service rates. The Bank shall notify the Subscriber in writing not less than 30 (thirty) days in advance, except in urgent cases in which the Bank shall notify the Subscriber of the cancellation, modification, or addition in writing not less than 15 (fifteen) days in advance or publish in Thai daily newspa/s generally available in the country for not less than 15 (fifteen) days. And the Bank shall notify in writing to the Subscriber again or within the /iod defined by the Committee on Consumer Protection. If the Bank has already notified the Subscriber of the aforementioned, it is assumed that the Subscriber has been informed and consents to such cancellation, modification, or addition

4. After deducting and / or transferring money to the deposit account of the Subscriber and / or the person specified by the Subscriber, the Bank shall present the transfer record to the Subscriber

5. The Virtual Debit Card is available to Subscribers 24 hours a day

#### **Terms and Conditions of K-Mangmoom Debit Card Applicable to the Mass Raid Transit (MRT) System**

K-Mangmoom Debit Card, hereinafter referred as the “Card” can be used to commute on the MRT Chalerm Ratchamongkol Line (Blue Line) and MRT Chalong Ratchadham Line (Purple Line), as well as other routes and transport systems in the future, hereinafter referred to as the “Mass Rapid Transit (MRT) System” in accordance with the related regulations.



1. KBank provides card issuance system via K PLUS or KBank branches that are in service. In case of card damage that prevents the Cardholder from conducting financial transactions or commuting on the MRT System as usual, the Cardholder agrees to pay the card reissuance fee and the annual fee per KBank's fee announcements. KBank shall cancel the old card and the Cardholder can request the outstanding funds in the old card per No. 2.5.

## 2. Conditions of Card Use in the MRT System

2.1 Upon new card issuance, the value on the Card for the MRT System is THB0.

2.2 Card top-up for commuting on the MRT System: The Cardholder may top up value at ticket offices in any station during business hours per the conditions stipulated by the Mass Rapid Transit Authority of Thailand, hereinafter referred to as the "MRTA". The minimum top-up amount is THB100 and each top-up can be made at THB100. The Card limit shall not exceed THB10,000.

### 2.3 Use of Card for Commuting on the MRT System

- ☐ The Cardholder can use the Card to make an entrance/exit, pursuant to the announcements, conditions, regulations and requirements of the MRTA.
- ☐ If any trip has been made in excess of the outstanding value of the Card, the Cardholder shall make a card top-up so that the value of the Card is higher than the Travel Value before being able to exit the MRT System.
- ☐ If the Cardholder has not used the Card on the MRT System more than 2 years from the last trip, the Card shall become invalid and the Cardholder shall make a card top-up at a ticket office. The outstanding value in the Card remains valid.
- ☐ For inquiries, please contact the MRTA Call Center, Tel. 02-716-4044, Monday-Friday, 08.00-17.00 hrs., except public holidays and MRTA holidays.

2.4 In case of problems during commuting on the MRT System: The Cardholder may contact an officer at the ticket office and pay the travel fee per the MRTA regulations. If the Card cannot be used in the next trip, the Cardholder may contact KBank branch that provides the service.

2.5 In case where the Card is lost, damaged, seized, has expired or canceled, and refund of the Travel Value

- ☐ In case where the Card is lost, damaged, seized, has expired or canceled, the Cardholder may contact KBank branch for further proceedings per KBank's regulations and practices.
- ☐ In cases where the Card is damaged or canceled for use in financial transactions with KBank, the Cardholder can still use the Card for commuting on the MRT System as usual.
- ☐ If the Cardholder wishes to cancel the Card for commuting purpose and to receive a refund for the Card's outstanding value, KBank shall cancel the Card for financial transactions and notify the MRTA to cancel the Card for commuting on the MRT System immediately.





☐ In case of Card damage and the Cardholder wishes to receive a refund of the Travel Value, the Cardholder shall return the damaged Card at the card issuing branch to cancel the Card in KBank system and destroy the Card. The Cardholder shall fill in a form to request a refund of the Travel Value and KBank shall notify the MRTA to verify the outstanding Travel Value within 7 business days (“business days” means the days that are not Saturdays, Sundays and the days that have been announced by the Bank of Thailand as commercial bank holidays) from the date KBank receives the request. KBank shall make a refund of the outstanding Travel Value to the Cardholder within seven business days from the date KBank is confirmed of the outstanding Travel Value by the MRTA. The verification of the outstanding Travel Value of the Card is subject to the MRTA’s information and data processing, and KBank only acts as the intermediary to make a refund to the Cardholder. For inquiries, the Cardholder may contact the abovementioned channel.

☐ In cases where the Card is lost or the Cardholder has no card to present to the issuing branch (except for card seizure at an ATM), the Cardholder cannot request a refund of the Card’s stored Travel Value, but can freeze/temporarily suspend the card via the K PLUS application or terminate their card via the K-Contact Center, Tel. 02-888-8888, or at a convenient KBank branch with presentation of their national ID card, a passbook linked to the debit card, and the debit card to be terminated.

☐ In case where the Card is seized at an ATM and the Cardholder wishes to cancel the Card, the Cardholder may contact the K-Contact Center, Tel. 02-88888888, to request a refund of the Travel Value. KBank shall cancel the Card on the part of financial transactions and notify the MRTA to cancel the Card on commuting on the MRT System. KBank shall also notify the MRTA to verify the outstanding Travel Value within 7 business days from the date KBank receives the request. KBank shall make a refund of the outstanding Travel Value to the Cardholder within 7 business days from the date KBank is confirmed of the outstanding Travel Value by the MRTA per the abovementioned stipulations.

#### **Terms and Conditions of MADCARD for KERRY EXPRESS**

The Cardholder acknowledges and accepts that the application for MADCARD for KERRY EXPRESS is also an application for the KERRY CLUB service. The Cardholder gives consent for the Bank to disclose the Cardholder’s information held with the Bank or obtained from the Cardholder, such as national ID card number and telephone number of the Cardholder, to Kerry Express (Thailand) Public Company Limited (“KERRY EXPRESS”) for that purpose. The Cardholder acknowledges and accepts that the application for KERRY CLUB shall be complete only when the Cardholder complies with the conditions and methods as determined by KERRY EXPRESS. KBank has no involvement with or responsibility for any damage from the provision of the KERRY CLUB service. For any inquiries, please contact KERRY EXPRESS directly.



### Conditions of coverage for holders of debit card with accident insurance coverage

1. Eligible person for the coverage: The Cardholder, with name corresponding to that of a natural person in the linked savings deposit/current account (except for joint account, the Merchant account with one depositor, account of group of person, corporate account, account for.....). The eligible person must be between 12 and 70 years old on the application date, in accordance with the date of birth as specified in the national ID card or passport (in case of foreigners).

One Cardholder is allowed to hold up to five debit cards of all types with accident insurance coverage (hereinafter together referred to as the “Debit Card with Accident Insurance Coverage”). Coverage includes loss of life, dismemberment, loss of eyesight or total permanent disability caused by accident under the group accident insurance policy (*OrBor.1*).

#### 2. Definitions:

2.1 “Accident” means an event, which happens suddenly from external factors of the body, giving rise to a result, which is not intended or anticipated by the Insured.

2.2 “Injury” means bodily injury, which is caused directly and solely by accident, and independently of any other causes.

2.3 “Dismemberment” means loss of a limb from wrist or ankle, including total loss of the use of such body parts with medical indication that such organs can no longer be used. The indemnity shall be paid for only the maximum item per the *OrBor.1* agreement.

2.4 “Loss of eyesight” means total and incurable blindness.

2.5 “Total permanent disability” means disability to the extent that the Insured is permanently unable to perform any duties in their occupation and any other occupations.

2.6 Medical expenses: In case of injury causing the Insured to receive medical treatment from physicians or nurses, which occurs within 52 weeks from the date of accident, the Insured shall be covered for necessary and appropriate expenses arising from necessary medical treatment of related medical standards, including in-patient room, observation room, treatment and nursing; such coverage shall not exceed the Insured sum specified in the insurance policy, with details per the group accident insurance policy (exclusive).

2.7 Income compensation during hospitalization: In case of injury causing the Insured to be hospitalized for not less than 6 hours, the Insured must be registered as in-patient, and diagnosed and advised by physicians per related medical standards. The hospitalization period must be appropriate for the treatment of such injury, with details per the group accident insurance policy (exclusive).



3. This insurance provides coverage for any loss or damage to the Insured arising from bodily injury caused by accident, resulting in:

3.1 Loss of life, dismemberment, loss of eyesight or total permanent disability caused by accidents that are not specified in the exclusions of the insurance policy (*OrBor.1*)

3.2 Loss of life, dismemberment, loss of eyesight or total permanent disability caused by malicious acts or intentional physical assault

3.3 Loss of life, dismemberment, loss of eyesight or total permanent disability resulting from driving or riding on a motorcycle

3.4 Medical expenses

3.5 Income compensation

#### 4. Key features

Coverage	Sum Insured per Debit Card
1. Loss of life, dismemberment, loss of eyesight or total permanent disability caused by accidents that are not specified in the exclusions of the insurance policy ( <i>OrBor.1</i> )	
- Minimum sum Insured	THB100,000
- Plus 10 times of outstanding deposit in the linked account in the <u>previous month</u>	xxx
- Plus 10 times of total spending via the Debit Card in the <u>previous month</u>	xxx
- Maximum benefits per card	THB200,000
2. Loss of life, dismemberment, loss of eyesight, total permanent disability caused by malicious acts or intentional physical assault, or resulting from driving or riding on motorcycle	THB30,000
3. Medical expenses for accidents (per accident)	THB5,000
4. Income compensation during hospitalization due to accident (up to 30 days per accident), in case of general accident	THB300/day Up to 30 days/accident

Remark: KBank is only an insurance broker.

- : KASIKORNBANK PCL as a corporate broker, license no. *Wor00002/2547*
- : Muang Thai Insurance PCL is the insurer.
- : One customer is allowed to hold up to 5 cards.



The insurance company reserves the right to accept or refuse insurance per the terms and conditions established by the insurance company, and to terminate the insurance coverage in case of any reasons per the terms and conditions of the insurance policy or as the insurance company deems appropriate.

- In case of loss of life, dismemberment, loss of eyesight or total permanent disability caused by general accidents, the Insured shall be covered up to THB1,000,000/person.
- In case of loss of life, dismemberment, loss of eyesight or total permanent disability caused by malicious acts or intentional physical assault, the Insured shall be covered up to THB150,000/person.
- In case of loss of life, dismemberment, loss of eyesight or total permanent disability resulting from driving or riding on motorcycle, the Insured shall be covered up to THB150,000/person.
- For medical expenses as a result of accidents, the maximum coverage is THB25,000/per/accident.
- For income compensation during hospitalization due to general accidents, the compensation is THB300/day, up to 30 days/accident, and the maximum coverage is THB45,000/person/accident.

5. Extension of coverage: 24 hours worldwide

6. The Cardholder shall be eligible for personal insurance coverage in the following cases:

6.1 The Cardholder having qualifications in accordance with the conditions specified by KBank in No. 1 shall be eligible for the coverage from the application date. Every year thereafter, the coverage shall remain effective once KBank debits the the Cardholder's deposit account linked with the Debit Card for annual fee payment, until the card expires.

6.2 If the card has been damaged, lost or has expired, and the Cardholder has applied for a replacement card, the Cardholder shall be eligible for the coverage from the replacement card application date.

6.3 If the system cannot debit the annual fee and the Cardholder has made the annual fee payment in accordance with the processes specified by KBank, the Cardholder shall be eligible for the coverage from the annual fee payment date.

7. The Cardholder shall not be eligible for personal insurance coverage in the following cases:

7.1 The Cardholder aged below 12 years or over 70 years on the debit card application date; the Debit Card shall remain subject to the annual fee at the normal rate specified by KBank.

7.2 The Cardholder has canceled or suspended their Debit Card.

7.3 The deposit account linked with the Debit Card has been closed by the Cardholder or KBank's system because its balance is lower than the minimum requirement of KBank or it has been inactive for more than one year. When the balance is zero, a certain amount specified by KBank will be deducted from the account as the account maintenance fee and KBank shall consider closing the account thereafter.

7.4 KBank shall suspend the use of the card, withhold or terminate or recall the card.

7.5 The system cannot debit the annual fee because of an insufficient balance in the account.

7.6 The Cardholder has already exercised their right over the personal accident insurance coverage.



## 8. Exclusions:

### 8.1 Any loss or damage arising from or in consequence of the following causes:

8.1.1 Actions of the Insured while under the influence of alcohol, addictive drugs or narcotic drugs

“Under the influence of alcohol” means a blood-alcohol content of 150 mg/100 ml and above.

8.1.2 Suicide, attempted suicide or self-inflicted injury.

8.1.3 Infections except pyogenic infections, tetanus or rabies from a wound suffered as a result of an accident.

8.1.4 Medical treatment or surgical treatment except necessary treatment due to injury under the coverage of this insurance policy.

8.1.5 Miscarriage.

8.1.6 Dental care or root canal treatment except for treatment within 7 days of the accident date.

8.1.7 Denture repair and replacement, dental crown, prosthodontics treatment.

8.1.8 Foodborne illness.

8.1.9 Backache due to disc herniation, spondylolisthesis, degenerative disc disease, spondylosis and defect of pars interarticularis (spondylosis), except for fracture or dislocation of spine due to accident.

8.1.10 War, invasion, malicious acts of foreign enemies or war-like malicious acts, whether a war has been announced or not, or civil war meaning a war between citizens of the same country, insurrection, rebel, riot, strike, staging of uprising, revolution, coup d'etat, imposition of martial law or any incident leading to imposing or upholding the martial law.

8.1.11 Terrorism.

8.1.12 Nuclear radiation or radioactive diffusion from nuclear fuel or nuclear waste from nuclear combustion and from any methods of nuclear fission

8.1.13 Radioactive explosion or explosion of nuclear components or other hazardous materials that may explode in nuclear processes

### 8.2 Any loss or damage which occurs:

8.2.1 While the Insured is taking part in any type of car race, boat race, horse race, jet ski race, skate race, boxing and parachuting (except for the purpose of life saving), while boarding, disembarking from or traveling in a balloon or glider, bungee jumping, diving with oxygen tank and underwater breathing equipment.

8.2.2 While the Insured is driving or riding a motorcycle.

8.2.3 While the Insured is boarding, disembarking from or traveling in an aircraft which does not carry passengers and is not operated as a commercial airline.

8.2.4 While the Insured is working as a pilot or a crew member of any aircraft.

8.2.5 While the Insured is taking part in a brawl or taking part in inciting a brawl.



8.2.6 While the Insured is committing a felony or while the Insured is being arrested or has absconded.

8.2.7 While the Insured is serving as a soldier, policeman or volunteer.

9. Minimum sum insured is THB100,000 and maximum sum insured is THB200,000. Extra benefit calculated for each Cardholder varies in accordance with the following:

9.1 The average balance in the linked account over the previous month:

- If the card is linked with a savings deposit account, extra benefit shall be based on the outstanding balance in such an account from the 1<sup>st</sup> to the 30<sup>th</sup> or 31<sup>st</sup> of the month prior to an accident, divided by 30 or 31 depending on the number of days in that month.
- If the card is linked with a current account, extra benefit shall be based on the outstanding balance in such an account (excluding an overdraft limit) (if any) from the 1<sup>st</sup> to the 30<sup>th</sup> or 31<sup>st</sup> of the previous month, divided by 30 or 31 depending on the number of days in that month.
- If the card is linked with both savings deposit account and current account, extra benefit shall be calculated on the outstanding balance in the savings deposit account only.
- If the card is linked with a savings deposit account or a current account and the outstanding balance in such an account is lower than 30 or 31 days in the month prior to the accident, all the daily balances shall be added up and divided by 30 or 31 depending on the number of days in that month.
- KBank reserves the right to calculate the average outstanding balance in the account linked with the card on the card application date only.

9.2 Card spending

- Extra benefit shall be based on the amount of card spending from the 1<sup>st</sup> to the 30<sup>th</sup> or 31<sup>st</sup> of the month prior to the accident.
- For a current account, extra benefit shall be based on the outstanding balance and overdraft limit (if any) in such an account.
- Only items for which the Merchant has collected payments from KBank apply.

10. Beneficiaries include statutory heirs or persons specifically named.

11. If the Cardholder has already **exercised the right** over personal accident insurance coverage in the case of loss of life, dismemberment, loss of eyesight or total permanent disability caused by general accident or malicious acts/intentional physical assault or from driving or riding on a motorcycle, **KBANK reserves the right to cancel the card and it shall be deemed that all coverage under the card has immediately terminated on the date the Cardholder exercises the right.**

12. Proof of insurance that the Cardholder shall receive and identification of beneficiaries:



12.1 Proof of insurance: The Cardholder may use the Debit Card with Accident Insurance Coverage as a proof to obtain the personal accident insurance under the conditions of the service.

12.2 Beneficiaries: Statutory heirs or persons specifically named. If the Insured wishes to specify, modify or change the beneficiaries' names, the Insured may contact the Call Center of Muang Thai Insurance PCL (the "Company"), Tel. 1484.

13. Insurance claim: If the Insured dies or sustains total permanent disability, the beneficiary or administrator of estates or statutory heir must notify the CALL CENTER of Muang Thai Insurance Public Company Limited ("the Company") at Tel. 1484, or TPA Claim Service Center at Tel. 0-2290-3388, and provide the Insured's name/surname, debit card number and contact telephone number. The following documents must be submitted to the Company at 252 Ratchadaphisek Road, Huay Khwang, Bangkok 10310 within 30 days from the date of the Insured's death or total permanent disability.

13.1 In case of total permanent disability

- The Company's claim form
- Medical certificate which clearly specifies the cause of injury or dismemberment
- X-ray film or results of X-ray
- Full-length photograph and lost organ photograph of the Insured
- Copy of National ID card
- Copy of medical history
- Copy of Debit Card with the card number corresponding with the name of the Cardholder
- Copy of the first page of the savings deposit/current account passbook linked with the card

13.2 In case of loss of life

- The Company's claim form
- Copy of autopsy certificate certified by the issuer
- Copy of dissection certified by the issuer (In case of body dissection)
- Copy of death verification letter certified by the issuer
- Copy of police daily report certified by the issuer
- Copy of death certificate certified by the issuer
- Copy of the deceased's and beneficiary's National ID card, and house registration certified by the beneficiary
- Copy of Debit Card with the card number corresponding with the name of the Cardholder
- Copy of the first page of the savings deposit/current account passbook linked with the card

13.3 Once the claim form and all required documents have been submitted to the Company, the Company shall pay the compensation to the person concerned within seven business days.

14. Claim for medical expenses as a result of an accident



14.1 The Cardholder can request to use medical service as a result of accident in the inpatient department (IPD) or outpatient department (ODP) at any hospital in TPA's and the Company's list without having to advance medical expenses. However, the amount of such medical expenses must not exceed the coverage limit, and the Cardholder must present the Debit Card with Accident Insurance Coverage and National ID card or passport (in case of a foreign national) to the hospital.

**An exception:** The Cardholder who applied for the Debit Card with Accident Insurance Coverage within five (5) business days earlier must advance medical expenses, and claims for such medical expenses can be made later per the methods specified in 14.2.

14.2 For medical treatment as a result of accident at any hospital not in TPA's and the Company's list, the Cardholder must advance medical expenses. In this case, the Cardholder must contact the Company's Call Center at Tel. 1484, or the TPA Claim Service Center at Tel. 0-2290-3388, and provide the Insured's name/surname, debit card number and contact telephone number. The following documents must be submitted to the Company at 252 Ratchadaphisek Road, Huay Khwang, Bangkok 10310 within 30 days from the date of the Insured's medical treatment.

- Original medical certificate, which clearly specifies the cause of injury
- Original receipts
- Copy of National ID card and/or other ID cards issued by the government agency
- Copy of Debit Card with the card number corresponding with the name of the Cardholder.
- Copy of the first page of savings deposit/current account passbook linked with the card

14.3 Once the claim form and all required documents have been submitted to the Company, the Company shall pay the compensation to the person concerned within 7 business days.

15. Claim for income compensation during hospitalization due to general accident: THB300/day, up to 30 days/accident

- Copy of medical certificate
- Copy of receipt or summary of treatment specifying the details of expenses and the number of days
- Copy of medical history, copy of National ID card and/or other ID cards issued by the government agency
- Copy of the Debit Card with the card number corresponding with the name of the Cardholder
- Copy of the first page of savings deposit/current account passbook linked with the card

**Accident notification:** Accident shall be notified to Muang Thai Insurance Public Company Limited without any delay. Death shall be notified immediately, unless *force majeure* can be proven. In such a case, the notification shall be made as soon as possible.

**Claim and submission of damage evidences:** In case of death or disability, the evidences shall be submitted within 30 days from the date of death or beginning of disability. In other cases, the evidences





shall be submitted within 180 days. If the submission of evidences has not been made within the specified timelines, the right to claim shall remain if *force majeure* has been proven and notification has been made as soon as possible.

**Note:** Other general terms and conditions are stipulated in the group accident insurance policy (exclusive)

### Terms and Conditions of 3D Secure Service

Welcome and thank you for choosing to use the 3D Secure (Verified by Visa, MasterCard SecureCode, J/Secure) authentication service. Before using, please thoroughly read the terms and conditions of 3D Secure carefully. In the event that you are disagreeable and unacceptable to the terms and conditions specified hereunder, please discontinue to access the 3D Secure and this web page. The 'Issuer' referred herein shall mean the financial institution where issued your Credit Card / Debit Card. The words 'we', 'us' and 'our' referred herein shall mean the Issuer and its suppliers who provide a card processing and web-hosting services; and 'you,' 'your,' or 'yours' referred herein shall mean the user of 3D Secure.

The terms and conditions of 3D Secure shall be deemed as supplementary terms and conditions to and as an integral part of Issuer's cardholder agreement(s); executed between you and the relevant Issuer ('Cardholder Agreement'). Therefore, in addition to the terms and conditions hereof, any transaction transacted by you through 3D Secure is also subject to the relevant Cardholder Agreement only to the extent not being contrary to the terms and conditions hereof.

#### 1. ACCEPTANCE OF TERMS AND CONDITIONS

a. 3D Secure provides its service to you, subject to the following terms and conditions of service ('TOS'); and the Cardholder Agreement governing any transaction transacted by you through 3D Secure only to the extent not being contrary to the TOS. The TOS is always subject to revision and/or change and/or alteration and/or amendment, and/or update by us from time to time without notice to you. Use of the 3D Secure constitutes your acceptance of TOS. In addition, when using 3D Secure, you shall be subject to any guidelines or rules determined by (Card Scheme). and also applicable to 3D Secure that may be posted from time to time on the website of (Card Scheme)

b. You agree that a determination of 3D Secure account password, and/or use of 3D Secure will represent your acceptance of this TOS, and your continuing use of 3D Secure after revisions and/or change and/or alteration and/or amendment and/or update to this TOS and/or any relevant posted guidelines or rules shall constitute your agreement and acceptance to such revised and/or altered and/or amended and/or updated TOS and/or any relevant posted guidelines or rules.



c. Unless otherwise explicitly stated herein, any new features of 3D Secure that may constitute any augment, enhancement or otherwise change to 3D Secure shall be subject to this TOS. Such augment, enhancement or change to 3D Secure shall not impair this TOS and this TOS shall be still effective.

d. The Issuer reserves the right; at any time and from time to time; to modify, suspend or discontinue, whether temporarily or permanently, providing 3D Secure (or any part thereof) without notice.

## 2. DESCRIPTION OF 3D Secure

3D Secure provides you by a way of increasing security, by reducing the chances of fraudulent online transactions and/or other transactions transacted by you through 3D Secure. In registration for 3D Secure, you are required to provide your personal information to us, which is then used to confirm your identity in connection with your online transactions and/or other transactions transacted by you through 3D Secure, as discussed in more detail in Section 5 below. 3D Secure may be used for any relevant recording, keeping and reporting purposes, as well as resolving any transaction disputes. Your Registration Data, as defined in Section 3( b), and other personal information shall not be shared with any merchants, as described in more detail in Section 6 below.

## 3. YOUR REGISTRATION OBLIGATIONS

You agree to (i) provide us for true, accurate, current and complete information about yourself and fill in such information on 3D Secure's registration form ('Registration Data'), and (ii) always maintain, from time to time update the Registration Data in order to enable us to keep your information as true, accurate, current and complete Registration Data. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of 3D Secure and/or your card account. You hereby agree and accept that such suspension, termination, or refuse by us to your current or future use of 3D Secure or your card account shall not cause any responsibilities and/or liabilities against us and you shall not raise such suspension, termination, or refuse to be a cause of your loss and/or damage.

## 4. REGISTRATION

a. In order to Verified the authentication of your using 3D Secure, you hereby agree and accept that you are compulsorily required by us to provide your information for us which such information shall enable us to Verified that you are the owner of or the authorized user of the specified Credit Card / Debit Card(s). Such provided information shall be accurate to your latest Credit Card / Debit Card information maintaining in our record and/or in any our relevant system. For the purpose of the above-mentioned verification, you hereby authorize us to make such verification by the method as we deem appropriate.



- b. If you are unable to provide adequate information for us to Verified your identity, we shall not allow you to register for using 3D Secure. You hereby represent and warrant that the Registration Data and any information provided by you for the purpose hereof are true and accurate. Whereupon your Registration Data and any information have been verified and approved for the relevant transaction, you are entitled to use the Credit Card / Debit Card(s) which you have registered for using 3D Secure.
- c. If you are not able to accomplish your registration for 3D Secure, the merchant always reserves its right not to accept your (Card Scheme) Credit Card / Debit Card in payment for any relevant transactions and/or goods and/or services transacted and/or buy and/or apply by you under 3D Secure.
- d. In order to use 3D Secure, you must have the legal capacity to access the relevant website and must pay us for any service fees and/or any other fees associated with such access. In addition, you must have the necessary equipment to make such access to the relevant website, such as a computer and/or modem and/or other access device.
- e. In the event that you have a question regarding the 3D Secure registration process or a transaction using 3D Secure, you should direct that question to Issuer's customer service department.

## 5. AUTHENTICATION

- a. During registration in 3D Secure, you may be asked to select and/or may be provided a password and hint-and-response question and answer. When engaging in an online transaction or other form of transaction for which 3D Secure is used, you may be asked for your 3D Secure password or hint response before the merchant will accepts your (Card Scheme) Credit Card / Debit Card in payment for the aforesaid transaction. If you are unable to provide your 3D Secure password or hint response, or if the authentication through 3D Secure otherwise fails, the merchant may not accept your (Card Scheme) Credit Card / Debit Card in payment for that transaction.
- b. By registering in 3D Secure, you assent to the use and the method of 3D Secure to evidence your authenticated identity; and hereby certify the accomplished transactions authorized and approved to transact by 3D Secure prior to return to the regular intervals.

## 6. CARDHOLDER PASSWORD AND SECURITY MEASURE

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with 3D Secure, and all activities which occurred as a result of using your password, Registration Data or other verification information supplied to or established by you with 3D Secure. You agree not to disclose, transfer or sell your use of, or access to, 3D Secure to any third party. You agree to immediately notify us of any unauthorized use of your password, Registration Data or other verification information, or any other violation of security measure. You acknowledge and agree that, except as otherwise provided by applicable law or in the Cardholder Agreement, we shall not be liable for any loss and/or damage arising from your failure to comply with this TOS.



## 7. PRIVACY OF REGISTRATION DATA

a. We shall store your Registration Data provided for 3D Secure. Your Registration Data will not be shared with and shall not be disclosed to any online retail merchants or any other type of merchants which 3D Secure is used for verification of transactions.

b. You acknowledge and agree that your Registration Data provided for 3D Secure may be disclosed by us (a) only to the extent required by applicable laws and/or by applicable regulations and/or orders of any regulatory authorities and/or The Bank of Thailand; or (b) as reasonably necessary for us to enforce this TOS. You hereby agree and accept that such disclosure by us shall not cause any responsibilities and/or liabilities on our part.

## 8. YOUR CONDUCT

You agree not to:

- a. impersonate any person or entity for using 3D Secure;
- b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer, hardware, software or other telecommunications equipment used by 3D Secure;
- c. spam or flood the 3D Secure Website or service;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the 3D Secure Website or service or the software used in connection with 3D Secure;
- e. remove any copyright, trademark, or other proprietary rights notices contained in 3D Secure;
- f. 'frame' or 'mirror' any part of the 3D Secure Website or service without (Card Scheme)'s prior written authorization;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine,' or in any way reproduce or circumvent the navigational structure or presentation of the 3D Secure Website or service or its contents;
- h. otherwise interfere with, or disrupt, 3D Secure or servers or networks connected to 3D Secure, or violate this TOS or any requirements, procedures, policies or regulations of 3D Secure or of any networks connected to 3D Secure; or
- i. intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by (Card Scheme) (all of which shall constitute "Applicable Regulation") in connection with your use of 3D Secure.

## 9. LIABILITY



a. Under no circumstances we will be liable for consequential, incidental, special or indirect losses or other damage, such as any damage to your computer or telephone service resulting from your use of 3D Secure and etc.

b. We assume no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from this website.

#### 10. TERMINATION

a. If you want to terminate your using 3D Secure, you must call Issuer's customer service department so that your password and Registration Data maintained with 3D Secure shall be deactivated. Any purchases of goods and/or services which you made by using 3D Secure prior to deactivation will not be affected.

b. We always reserves our right to temporarily or permanently deactivate your access to use 3D Secure. We always reserves our right to terminate rendering 3D Secure to you at any time, with or without fault on your part. As security measure, we are entitled to automatically deactivate your access to use 3D Secure, if 3D Secure is not used by you at least one time during any six ( 6) months period. If we deactivate your access to use 3D Secure, we may give you notice at the most current e- mail address which you have provided us as reflected in our records.

#### 11. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail merchants or other type of merchants where business dealing transacted on or through 3D Secure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such business dealings, are the matter solely bound between you and such relevant merchant. You agree that, except as otherwise provided by Applicable Regulation or in our Cardholder Agreement with you, we shall not be responsible or liable for any loss or damage of any sort of loss or damage incurred as the result of any such business dealings. You understand that use of 3D Secure does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether or not such merchant participates in 3D Secure. For example, 3D Secure does not Verified the identity of the merchant or the quality of the merchant's goods or services, etc.

#### 12. DISCLAIMER OF WARRANTIES

a. You expressly understand and agree that any software obtained through the use of 3D Secure is downloaded and used at your own discretion and risk; and that except as otherwise provided in this TOS Agreement, you shall be solely responsible for any damage incurred to your computer system or loss of data that results from the download or use of any such software or other materials through 3D Secure.



b. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT 3D Secure OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 13. NOTICE

Notices to you regarding to (a) the terms and conditions of 3D Secure, (b) your accounts maintained with us or (c) your Credit Card / Debit Cards issued or otherwise provided by us; may be made either via email or regular mail to the address that you have provided us.

#### 14. AGE AND RESPONSIBILITY

You represent that you have your legal capacity; and you are of sufficient legal age to use 3D Secure and to create legal binding against any obligations and/or liability you may incur as a result of the use of 3D Secure. Except as otherwise provided by Applicable Regulation or in the Cardholder Agreement, you understand that you are financially or otherwise responsible for all uses of 3D Secure by you and those authorized by you to use your Registration Data, your password or other verification information.