



Part 3: Advice, Conditions and Service Manual (K-Merchant)

Terms and Conditions (K-Merchant)

Whereas, the applicant for K-Merchant (hereinafter referred to as the “Merchant”) and the owner of a deposit account (hereinafter referred to as the “Account Owner”) whose name and signature appear in the application for bundling products and/or contract and/or agreement and/or the application for/change to details of K-Merchant and/or application for/cancellation of value-added service of K-Merchant (unless individually stated, hereinafter referred to as the “Application”) agrees to use the payment acceptance service and/or place pre-authorization for card transactions (unless individually stated, hereinafter collectively referred to as the “Bill Payment”) via various devices/channels of KASIKORNBANK PCL (hereinafter referred to as “KBank”) as indicated in the Application from the payer of goods/services (hereinafter referred to as the “Payer”) with the use of payment tools in lieu of cash at the Merchant’s premises. The Merchant/the Account Owner agrees to comply with the Agreement for K-Merchant which comprises General Terms and Conditions and Specific Terms and Conditions (unless individually stated, hereinafter collectively referred to as the “Agreement”) with details as follows.

General Terms and Conditions

1. Criteria and conditions

1.1 The Merchant agrees to accept Bill Payment via devices/channels of KBank from the Payer with the use of payment tools (unless individually stated, hereinafter collectively referred to as the “Payment Tool”) in lieu of cash/as discount on Bill Payment via the applicable devices /channels of KBank.

1.1.1 Credit/Debit/Xpress Cash/Electronic cards (unless individually stated, hereinafter collectively referred to as the “Card”) issued or jointly issued by (a) KBank, whether or not as a member of VISA International Service Association (hereinafter referred to as “VISA”) and/or MasterCard International Incorporated (hereinafter referred to as “MasterCard”) and/or China UnionPay Company Limited (hereinafter referred to as “UnionPay”) and/or JCB International Company Limited (hereinafter referred to as “JCB”) and/or Thai Payment Network Co., Ltd. (hereinafter referred to as “TPN”) and/or other credit card companies and/or institutions under an agreement to be entered into by KBank as a member in the future (unless individually stated, hereinafter collectively referred to as the “Card Scheme Provider”), and/or (b) other commercial banks, as members of the Card Scheme Provider, and/or (c) other companies or institutions, as members of the Card Scheme Provider.

1.1.2 Funds transfer wherein the Payer issues an instruction for funds transfer and/or Bill Payment by debiting the Payer’s deposit account held with KBank or other commercial banks or other institutions providing funds transfer services (unless individually stated, hereinafter collectively referred to as the “Funds Transfer Service Provider”).

1.1.3 E-wallet (hereinafter referred to as the “e-Wallet”), provided or jointly provided by KBank and/or other commercial banks and/or Alipay.com Co., Ltd. (hereinafter referred to as “Alipay”) and/or TenPay Payment Technology Co., Ltd. (hereinafter referred to as “Tenpay”) and/or other companies or institutions which are e-wallet service providers (unless individually stated, hereinafter collectively referred to as the “e-Wallet Service Provider”).

1.1.4 K Points (hereinafter referred to as “K Points”) which the Payer receives from purchases via K Credit Card, or from services / goods as determined by KASIKORNBANK FINANCIAL CONGLOMERATE (unless individually stated, hereinafter collectively referred to as “K Point Service Provider”).

1.1.5 Other payment tools, provided or jointly provided by KBank and/or other commercial banks and/or other companies or other institutions which are providers of such a payment tool (unless individually stated, hereinafter collectively referred to as the “Payment Tool Provider”), to be provided by KBank in the future.

1.2 The Merchant agrees to develop and maintain networking or connection of the Merchant’s system to KBank’s payment acceptance system in the formats and methods determined by KBank, including (but not limited to) the installation of peripheral equipment and/or the generator/reader of QR code or barcode or images/biometrics or any other code or service or system which are compatible with KBank’s payment acceptance system (hereinafter referred to as the “Payment Code”) including application software and/or any other devices which

KBank may provide in the future (if any), as the case may be. The Merchant agrees to be responsible for the Card-Accepting Machine fee and any expenses incurred from such development and maintenance, including management of internal system.

“Related Officers” means the persons designated by the Applicant to serve as the Main Contact Person, the Coordinator, the Admin User, the Refund User, the Normal User, the Payment Link User, the IT User, the Super Admin User, the Sub Admin User, the Assignee Responsible for Staff Accounts and/or the Merchant’s Assignee. The Merchant can change Related Officers by giving advance notice to KBank and taking actions per the procedures as determined by KBank. For enhanced security in using the service, the Merchant should avoid designating any person to serve as the Main Contact Person, the Coordinator, the Admin User, the Refund User, the Normal User, the Payment Link User, the IT User, the Super Admin User, the Sub Admin User, the Assignee Responsible for Staff Accounts and/or the Merchant’s Assignee at the same time. The Merchant should also avoid delivering the Funds Transfer Tool (per the definition in Item 1.3) to any person who serves as the Main Contact Person, the Coordinator, the Admin User, the Refund User, the Normal User, the Payment Link User, the IT User, the Super Admin User, the Sub Admin User, the Assignee Responsible for Staff Accounts and/or the Merchant’s Assignee at the same time.

1.3 In case any User ID or Password or PIN or Token or One-Time Password (OTP) or User Name or Staff Name or any other tools are used by the Merchant and/or Related Officers, in order to log in to the system per this Agreement and/or receiving or submitting order/requests/reports/other reports via API services and/or use other services, including (but not limited to) the Merchant Report Server for checking payment report and Bill Payment via the website: <http://k-merchant-report.kasikornbank.com>, K SHOP and Merchant Portal service via the website: <http://K-merchant.kasikornbank.com/spoc/auth/login>, or other websites that KBank has changed and notified to the Merchant (hereinafter referred to as “Merchant Portal”) which is a part of the K SHOP service for receiving/submitting orders/requests/reports/other operating performances, to credit or debit the deposit account (unless individually stated, hereinafter collectively referred to as the “Funds Transfer Tool”), the Merchant agrees to comply with the following terms and conditions.

1.3.1 If KBank requires the Merchant to use the Funds Transfer Tool, the Merchant must enter the Funds Transfer Tool every time it desires to use the service via devices/channels as stipulated in the Agreement of which the connection requires the Funds Transfer Tool, under the terms and procedures stipulated by KBank.

1.3.2 The Merchant shall keep the Funds Transfer Tool in a secure place which must be treated as confidential, and shall strictly control Related Officers to comply with this Agreement. Disclosing the Funds Transfer Tool to another person shall be regarded as a breach of the Agreement. In case of any damage (including funds transfer) caused by the Merchant or Related Officers disclosing the Funds Transfer Tool or taking any action which makes another person know of or receive the Funds Transfer Tool, or causes the loss of the Funds Transfer Tool, the Merchant shall be responsible for the damage that may arise therefrom, prior to the time KBank freezes or suspends the use of the Funds Transfer Tool. The Merchant may change the Funds Transfer Tool at any time by itself under the conditions established by KBank.

1.3.3 In case the Funds Transfer Tool is lost/stolen/suspend or it expires and needs to be reset, or the Merchant forgets the Funds Transfer Tool, the Merchant may call the K-BIZ Contact Center at 02-8888822 throughout 24 hours or contact a KBank branch during business hours and follow the procedures determined by KBank.

1.3.4 The Merchant agrees and accepts that any action including (but not limited to) the registration and use of services, agreement of/revision of/change in/addition to the conditions/service/fees/the Agreement/examination/proof of identity/approval of transactions, whether performed by the Merchant or Related Officers or by any other person, using the Funds Transfer Tool shall be deemed complete and valid, and shall be binding upon the Merchant as if it were conducted by the Merchant itself; and it shall be deemed executed by the Merchant by way of electronic signature as an evidence for the transaction performed via the service which is complete and valid from the time the transaction is confirmed. The Merchant agrees that KBank may use the transaction log as an original proof of transaction to be presented in any legal procedures, in all respects. The Merchant agrees to assume total responsibility and risk related to the use of the service via electronic channels which does not require any additional documents or evidence for confirmation and/or to be delivered to KBank, except for the transactions that require documentation or evidence in accordance with KBank’s related procedures and policies, wherein the Merchant must prepare documents or evidence (if any) as required by KBank. The Merchant shall check the balance every time a transaction has been conducted, and the Merchant agrees to be fully responsible for such transaction.

Unless otherwise stated, the Merchant, represented by the Merchant's authorized signatory, shall call the K-BIZ Contact Center at 02-8888822, available 24 hours, or contact a KBank branch during business hours to prepare documents and follow procedures determined by KBank for the following transactions.

- Change in the account linked to services
- Unhold services
- Change in details of the Merchant and/or services specified
- Service termination

1.4 The Merchant agrees not to allow other persons to use the service unless prior written consent is given by KBank.

1.5 The Merchant agrees to accept Bill Payment in amounts not exceeding the cash sales price quoted for customers in general. Any special services, including discounts or giveaways, provided by the Merchant to customers in general, shall be provided to the Payer as well.

1.6 The Merchant shall clearly and visibly display Thai QR Standard trademark per the standard stipulated by the Bank of Thailand and/or signs of Bill Payment via the Payment Tool per the format provided by KBank to inform the public that the Payment Tool is accepted, throughout the period that the Agreement is in effect, or until KBank gives notice that the signs are no longer valid.

1.7 The Merchant acknowledges that the Thai QR Standard trademark is the intellectual property of the Bank of Thailand, and Trademarks of KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider are the intellectual property of KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider (as the case may be). The Merchant agrees to use Trademarks of the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider only for the purpose specified in the Agreement, provided that prior written consent must be given by the Bank of Thailand and/or KBank, and/or the relevant Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider, via KBank, at any time the Trademarks are used. In addition, the Merchant shall prevent and refrain from any action that may cause infringement of the Trademarks and intellectual property rights of the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider.

"Trademark" refers to trademarks, service marks and joint marks owned by the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider, whether registered or not, including trademarks and service marks which the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider are authorized to use, including trade names, symbols, images, messages or any other media which the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider use, or deliberately use with KBank's services intended to identify and distinguish the services under the Trademark from those of others. This includes trademarks currently being used, or to be used in the future, by the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider.

1.8 The Merchant must not require a minimum transaction amount and a fee to accept Bill Payment made with the Payment Tool by the Payer.

1.9 The Merchant shall accept all categories of Bill Payment from the Payer using the Payment Tool through requested devices/channels; the Merchant shall not refuse to accept any Payment Tool regardless of different rates of fee charged on such Payment Tool, unless otherwise notified by KBank.

1.10 The Merchant agrees to provide the Payer clear notice and clarification of terms and conditions of an order, pre-authorization for card transactions, K Point deduction, delivery and return policies, and warranty policies. Any revision of/change in/cancellation of terms and/or details of goods/services and public relations and/or sales promotions performed by the Merchant shall be in accordance with the terms specified in the Agreement. However, for any payment made by the Payer before the revision/change/cancellation is valid and complete, the Merchant is obliged to deliver goods and/or render services to the Payer in accordance with the previous terms and details.

1.11 The Merchant agrees that KBank and/or other commercial banks and/or card-issuing companies or institutions and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider may examine the amount/credit line/number of K Points of the Payer and grant approval for payment acceptance as it deems appropriate. Upon being notified of the approval result, KBank shall so inform the Merchant.

1.12 For acceptance of Bill Payment and/or pre-authorization for card transactions that requires the Merchant to prove and authenticate the identity of the Payer, the Merchant acknowledges and agrees that KBank, as a service channel that offers the Merchant convenience to process such transactions, issues a code approving that the Payer has an adequate limit/K Points only at the time when the Merchant processes that transaction. KBank cannot and has no duty to examine personal data, prove and authenticate the identity of the Payer under any circumstance. The Merchant is solely required to prove and authenticate the identity of the Payer against identity evidence, namely national ID card or passport of the Payer.

1.13 After the purchase of goods/services is approved, the Merchant shall deliver the goods/services/benefits to the Payer per the order of such goods/services under the conditions of the sales promotions offered and/or distributed. If the Merchant fails to deliver goods and/or services and/or benefits to the Payer per the conditions of the sales promotions offered and/or distributed, or if the Payer has a complaint about the goods/services provided by the Merchant, the Merchant shall conduct examination and be directly liable to the Payer; the Merchant accepts that no action will be taken which will cause KBank to be involved with the dispute between the Merchant and the Payer. If the Merchant has any defense and/or rights to claim, the Merchant shall contact the Payer directly and separately. If KBank is adversely affected by the Payer's complaint and/or any other issue caused by a breach of the Agreement, the Merchant agrees to be fully responsible for the loss incurred to KBank.

1.14 Upon receiving Bill Payment from the Payer, the Merchant shall not make payment in any form, such as cash, funds transfer, etc. to the Payer, except for void payment transactions wherein the Payer has made payment or agreed to make payment, and the payment transaction has not been transferred to the deposit account specified in the Application (hereinafter referred to as "Void"), or acceptance of returned goods/termination of service for which the Payer has made payment or agreed to make payment, and the payment transaction has been transferred to the deposit account specified in the Application (hereinafter referred to as "Refund") per the conditions established in the Agreement, and the Merchant shall not accept the Payment Tool for payment of other debts which are not incurred from purchase of goods/services from the Merchant.

1.15 Whenever the Merchant places pre-authorization for card transactions and/or delivers goods to the Payer, the Merchant shall provide a receipt or any other evidence for the recipient to sign in acknowledgement of the receipt of goods.

1.16 The Merchant shall accept Bill Payment in accordance with the type of business specified in the Application only; the Merchant is not allowed to accept Bill Payment other than those earlier agreed upon with KBank.

1.17 If the Merchant wishes to change type of business and/or goods/services offered and/or sales and/or service method and/or payment method and/or data and/or details, the Merchant shall so inform KBank in writing not less than 30 days in advance, or through the method or within the period designated by KBank, and approval must be given by KBank before accepting Bill Payment from the Payer. Under Item 4 of this General Terms and Conditions, if the Merchant wants to add types of devices and/or services, the Merchant may contact the K-BIZ Contact Center at 02-8888822, 24 hours a day, or a KBank branch during business hours, in order to proceed with the procedures designated by KBank (in certain cases, the Merchant is not required to enter into a written agreement with KBank, which is in accordance with KBank's criteria). KBank will send an agreement and manual (if any) to the Merchant via the email address specified by the Merchant and/or other channels determined by KBank. The Merchant agrees that if the Merchant has used the requested devices and/or services in accordance with KBank's criteria, it shall be deemed that the Merchant agrees that the agreement and manual (if any) provided by KBank and to be amended in the future shall be fully applied to the requested devices and/or services.

1.18 If the Merchant wants to accept Bill Payment in the amount exceeding the limit set by KBank (hereinafter referred to as the "Sales Limit") the Merchant shall seek approval from KBank for the increase in the Sales Limit in accordance with the procedures determined by KBank. KBank may increase/decrease the Sales Limit as it deems appropriate without consent from the Merchant.

1.19 The Merchant is responsible for issuing receipt and/or tax invoice showing details of payment acceptance to the Payer as required by law.

1.20 The Merchant may request transaction evidence from the K-BIZ Contact Center at 02-8888822, 24 hours a day.

1.21 The Merchant shall not disclose any information related to the Payer, payment and data system of KBank, the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider, K Point Service Provider or the Payment Tool Provider to another person, and shall not use it with other businesses unless prior written consent is given by KBank or the information owner. If the information owner or any other person is adversely affected by such data disclosure undertaken by the Merchant, either intentionally or unintentionally, the Merchant shall be liable for the losses that may arise therefrom.

1.22 The Merchant agrees to keep data of payment, transactions and evidence related to delivery of goods/services including (but not limited to) goods/service names, prices, warranty, goods/services receipt, goods delivery evidence, receipt, address and details of recipients of goods/services and CCTV record (if any), either in physical or electronic format, in a safe place which must not be accessible or disclosed to any other person without the permission of KBank or the information owner, for at least 10 years from the transaction date, including not to sell, buy, procure, change, or undertake any action to disclose data of KBank or the information owner. When the data is no longer in use or after being notified by KBank, the Merchant shall delete or destroy it so that it cannot be read or reused, and if there is any violation, the Merchant shall inform KBank immediately. If KBank requires the Merchant to submit the abovementioned information of payment, transaction and evidence related to delivery of goods/services to KBank within a period of not more than one day, but the Merchant fails to do so, for whatever reason, the Merchant shall be liable for the losses (if any) that arise therefrom.

1.23 If one of the following incidents occurs, the Merchant shall contact KBank immediately and agrees to deal with the Payer in accordance with the procedures to be later provided to the Merchant by KBank, prior to the sale of goods/services to the Payer.

1.23.1 (1) There are technical difficulties with the Electronic Data Capture (hereinafter referred to as the "EDC"), and/or (2) peripheral equipment linked to the mobile phone or tablet (hereinafter referred to as the "mPOS Card Accepting Machine"), and/or (3) payment code generator/reader (hereinafter referred to as "Payment Code Reader"), and/or (4) peripheral equipment and/or (5) any other payment-accepting machines to be used for Bill Payment with the Payment Tool ((1)-(5) hereinafter collectively referred to as the "Card Accepting Machine", unless individually stated) or payment channels to be used with the Payment Tool.

1.23.2 There is reason to suspect the Payer has committed fraud.

1.23.3 The Payer uses the Payment Tool which has been frozen, reported as lost, revoked or suspended by the Payer and/or KBank and/or other commercial banks and/or a card issuing company or institution and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider and/or competent authorities.

1.23.4 There are other incidents which KBank will inform the Merchant of, on a case-by-case basis.

1.24 The Merchant/the Account Owner gives consent to KBank to debit the deposit account specified in the Application so that KBank can conduct transactions and/or proceed through procedures of this Agreement without the need to provide any notice. KBank shall send evidence of account debit to the Merchant/the Account Owner for acknowledgement.

1.25 The Merchant acknowledges and agrees that if KBank has found, or there is a suspicion of, an irregular or incorrect payment acceptance transaction, KBank is entitled to examine and/or request additional evidence before the Merchant delivers goods/services, and if it occurs while KBank is crediting the account, KBank may put on hold the crediting of the deposit account specified in the Application, or if KBank has already credited the deposit account specified in the Application, the Merchant/the Account Owner agrees to allow KBank to temporarily hold the amount until KBank's examination of the irregular or incorrect transaction has been completed. If the result shows that the Merchant has conducted an irregular or incorrect payment acceptance transaction, the Merchant/the Account Owner agrees to allow KBank to immediately debit the account for reimbursement.

1.26 The Merchant agrees that KBank and the Merchant shall be subject to laws, rules, regulations, directives, handbooks, requests for cooperation and any criteria of KBank, the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider, K Point Service Provider, the Payment Tool Provider, and supervisory or regulatory agencies of KBank, the Card Scheme Provider, the Fund Transfer Service Provider, the e-Wallet Service Provider, K Point Service Provider and the Payment Tool Provider, courts of law and any other competent authorities (as the case may be), currently existing and/or to exist in the future as well as that which KBank has informed the Merchant via the **Channel for Receiving Information specified in Item 1.46 of the General Terms and Conditions** (hereinafter collectively referred to as the "**Relevant Laws and Regulations**" unless individually stated). In case of change in the Relevant Laws and Regulations, the Merchant agrees to

comply with the Relevant Laws and Regulations so changed immediately. If the Merchant fails to comply therewith and non-compliance has resulted in a penalty fee, damages and/or other expenses collected from KBank, the Merchant agrees to be immediately responsible for such penalty fee, damages and/or expenses.

1.27 The Merchant shall not perform any action to circumvent the laws, rules and regulations or related requirements, including (but not limited to) payment acceptance without actual trade and/or services, money laundering or division of Bill Payment amount to be accepted for purchased goods/services so that it does not exceed the limit set by law.

1.28 The Merchant agrees not to operate businesses and sell goods/services which are illegal or contrary to good morals or regulations of government agencies, KBank, the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider, K Point Service Provider and/ or the Payment Tool Provider, or which adversely affect KBank's image, including but not limited to:

- Goods with legal obligations such as pawned, mortgaged, hire-purchase goods
- Pornography
- Time-sharing business
- Counterfeit goods/ Intellectual properties
- Arms or arms components
- Money Transfers service both within and across the country
- Antiquities trade
- All types of medicines and medical tools per prescription (Only E-Commerce)
- Matchmaking business
- Gambling/Casino
- All types of illegal drugs
- Vice goods or pornographic media
- Overseas employment services/Labor brokers
- Currency exchange (money changers)
- Entertainment venues/Nightclubs

1.29 If KBank cannot collect payment from the Payer, and/or a commercial bank or card issuing company or institution and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider, the Merchant agrees to be responsible for reimbursement in the amount equal to the uncollected sum, including interest at the rate equal to 15% (Fifteen Percent) per year, from the date KBank pays to the Merchant or credits the Merchant's account until payment is fully settled with KBank. In the aforementioned case, the Merchant agrees that KBank shall in no event refund the fee that has already been collected from the Merchant.

1.30 If the Merchant is required to reimburse and/or make compensation and/or debt payment to KBank and/or the mobile phone service provider (as the case may be) per the Application and/or this Agreement, the Merchant/Account Owner agrees to authorize KBank to debit the deposit account of any type that the Merchant/the Account Owner holds with KBank, or the sum under the possession, care and/or authority of KBank, regardless of how KBank has obtained such deposit, possession, care and/or authority for payment of debt and/or liabilities of the Merchant/the Account Owner immediately, without prior notice. KBank shall send evidence of account debit to the Merchant/Account Owner for acknowledgement.

If the said account is a current account with overdraft line of credit, the Merchant/the Account Owner agrees to authorize KBank to deduct funds from the O/D line of credit which shall be treated as the O/D loan, and the Merchant/the Account Owner shall be obliged to make repayment per the terms and conditions as determined in the overdraft loan contract entered into with KBank in all respects.

If funds in the deposit account and/or aforesaid funds are insufficient for settlement of debt, and/or if the account to be debited is a current account with overdraft line of credit, but KBank cannot deduct funds from the O/D line of credit for debt settlement or only a partial sum can be deducted, the Merchant and/or the Account Owner agrees to pay the outstanding debt to KBank and/or the mobile phone service provider (as the case may be) in full.

1.31 If the Merchant gives notice of a change in the deposit account specified in the Application, at any time, for whatever reason, this Agreement shall be fully applied to the new deposit account.

1.32 If KBank cannot debit the Merchant's deposit account to perform transactions and/or operations per the procedures of this Agreement and/or for payment of debt and/or to settle liabilities of the Merchant to KBank and/or the Mobile Phone Service Provider (as the case may be) under this Agreement, the Merchant is not allowed to use the service in such a case and/or on the next occasion.

1.33 The Merchant agrees that if Bill Payment or funds transfer transactions have been conducted under this Agreement as a result of lost or stolen Funds Transfer Tool, the Merchant shall be liable for the amount which was paid/transferred before KBank completely freezes or withholds the use of the Funds Transfer Tool or Bill Payment or scheduled funds transfer within the established timeline.

1.34 The Merchant accepts that any document, request, order, data or detail that has been found and/or delivered to KBank, regardless of format, if transferred via services/channels that the Merchant has agreed with KBank – including transfer via **Channel for Receiving Information specified in Item 1.46 of the General Terms and Conditions**, and whether it has been submitted by the Merchant, or Related Officers, and is complete, true and up-to-date, which shall be binding upon the Merchant as if it were done by the Merchant themselves, which KBank may use for taking actions per the Merchant's wish, for providing the services under this Agreement and for updating data in KBank's system. The Merchant does not need to prepare or sign any additional agreement unless otherwise specified by KBank. The Merchant accepts that it has the right and is legally competent to request the use of any service and transaction related to the services under this Agreement. If any damage arises from the fact that the documents, request, order, data or details are not complete, true and/or up-to-date, the Merchant neither has the right nor is legally competent to request any service and/or transaction related to the services under this Agreement; the Merchant shall have sole responsibility for the damage.

1.35 Unless KBank has stated otherwise, if the Merchant finds any error from operations, or if there is any cause for temporarily withholding operations related to the services under this Agreement, either entirely or partially, or if the operations are to be withheld, the Merchant may call the K-BIZ Contact Center at 02-8888822 throughout 24 hours or other channels determined by KBank and provide related details, such as issue, date, time, people involved, the amount of funds, nature of transactions and other information as requested by KBank. After the Merchant has completely undertaken operations per procedures determined by KBank, KBank shall perform related operations, such as examining/addressing errors, suspending operations and lifting suspended operations within the period informed to the Merchant, and the Merchant shall remain responsible for the operations and transactions that have been conducted prior to the end of the period specified by KBank to completely withhold the operations as instructed. KBank reserves the right to disregard any request which is contrary to the laws and relevant regulations.

1.36 If an error in debiting funds from, and/or crediting funds to the Merchant/the Account Owner's account as specified in the Application is not caused by KBank, the Merchant/the Account Owner agrees to examine the error and directly claim the amount from, or reimburse the sum to, the Merchant's disputing party. If the Merchant/the Account Owner has any defense and/or rights to claim, the Merchant shall directly and separately take an action with the disputing party.

1.37 In case of *force majeure* or any other causes that prevent KBank from providing the services under this Agreement, the Merchant agrees that it shall be at KBank's discretion to provide the services or take any action as it deems appropriate to comply with this Agreement; the Merchant agrees to fully cooperate with KBank in every way to improve the service method of KBank which is intended to facilitate the Merchant in using the services under this Agreement.

1.38 The Merchant agrees to allow KBank's representative and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider and/or the Bank of Thailand and/or auditor and/or banking regulatory or supervisory agencies to examine the Merchant's operations and internal control system, and to request data and documentary evidence related to the payment accepting service under this Agreement, upon request.

1.39 The Merchant agrees that if the Merchant relocates its office premises or changes the business name or discontinues business operations, the Merchant shall inform KBank immediately. If the Merchant expands its business and wishes to accept Bill Payment with the Payment Tool at the added branch(es), the Merchant shall inform KBank in order to receive prior approval from KBank in writing.

1.40 Under **Item 4 of the General Terms and Conditions**, if (1) KBank launches or takes part in the launch of a service and/or a project related to the services under this Agreement and/or the Payment Tool and/or other devices or channels for Bill Payment; and/or (2) KBank accepts Bill Payment with another Payment Tool, regardless of their name or Kbank has provided API services with the other connecting method and/or to accept Bill Payment with another Payment Tool, regardless of their name, after this Agreement has been executed; and/or (3) KBank has changed the terms and conditions of services under this Agreement and/or the terms and conditions of the services and/or the terms and conditions of the project and/or the terms and conditions for acceptance of Bill Payment with the Payment Tool and/or devices or channels for accepting Bill Payment and/or handbooks (if any), KBank shall inform the Merchant of the change together with terms and conditions as well as the handbooks (if any) so changed. If the Merchant has used the service and/or accepted the operation under the project and/or accepted Bill Payment with the Payment Tool and/or used API Services for accepting bill payment on goods/services and/or used devices or channels for accepting Bill Payment, per the criteria established by KBank, the Merchant agrees that this Agreement and any amended agreement in the future, including terms and conditions for the service and/or for the project and/or for acceptance of the Payment Tool and/or API Services

with the other connecting method and/or devices or channels for accepting Bill Payment, as well as a handbook for acceptance of the Payment Tool and/or devices or channels for accepting Bill Payment (if any), shall apply to the service and/or the project and/or the Payment Tool and/or API Services with the other connecting method and/or payment accepting devices or channels, in all respects; the Merchant shall not further enter into any written agreement with KBank.

1.41 The Merchant agrees that KBank may transfer the rights and/or benefits and/or duties, either in whole or in part, under this Agreement to any individual and/or financial institution, as KBank deems appropriate, without any consent from the Merchant, but with notice given thereof. Nonetheless, the Merchant cannot transfer the rights and/or benefits and/or duties, either wholly or partly, under this Agreement to any individual and/or financial institution, unless prior written consent is given by KBank.

1.42 Any delays or exemptions in exercising rights under the law or the terms and conditions, including handbooks, procedures and KBank's IVR system, shall not be regarded as KBank's relinquishing such rights or as KBank's giving the Merchant consent to perform any act.

1.43 The Merchant shall facilitate, and provide cooperation for, the examination of Bill Payment details upon request from the Payer and/or KBank. In case of any inquiry, the Payer may call the K-BIZ Contact Center at 02-8888822 throughout 24 hours.

1.44 Collection, use or disclosure of information

The Merchant/Account Owner agrees to authorize KBank to collect and use the personal information of the Merchant/Account Owner and/or any information for the purpose of providing services to the Merchant/Account Owner, undertaking operations per the Merchant/Account Owner's request prior to service provision, assigning work to another person on behalf of KBank to support services such as IT, communications, collection, transferring rights and/or responsibilities, and/or complaint handling. The Merchant/Account Owner agrees to authorize KBank to disclose such information domestically and abroad to external service providers, KBank's agents, subcontractors, co-branding partners, prospective assignees, assignees and/or cloud computing service providers. The Merchant also grants consent to such recipients of information from KBank to collect, use and/or disclose such information under said purposes. Other details and rights are shown in the privacy policy page of KBank's website [www.kasikornbank.com/en/privacy-policy]

In the case that the Merchant/Account Owner has provided personal data of any other person to KBank for any operation related to the aforementioned purpose, the Merchant/Account Owner accepts that they have received consent from the aforementioned person, or used other legal criteria for disclosing the data of the aforementioned person to KBank, and have notified the person of the details for the collection, use and/or disclosure of their personal information in accordance with the aforementioned privacy policy.

1.45 The Merchant agrees to authorize KBank to examine, access and receive information related to the Merchant's mobile phone/SIM card linked with the services per this Agreement, including (but not limited to) name of the registered person and/or owner of mobile phone/SIM card, usage status of mobile phone/SIM card, and location of mobile phone/SIM card from the related mobile phone service provider for the purpose of communication and collection.

1.46 All letters, notices, terms and conditions or information which KBank has sent to the Merchant and/or Related Officers, whether by hand or by postal mail, either registered or unregistered, or email or SMS to the email address or the mobile phone number specified in the Application or K SHOP service or via the service/channel earlier agreed upon by the Merchant with KBank (hereinafter collectively referred to as the "**Channel for Receiving Information**", unless individually stated), shall be deemed as having been rightfully sent to the Merchant, regardless of whether or not such a letter, notice or information is received; even though it cannot be delivered due to the relocation or demolition of, or change in, the Channel for Receiving Information, without any written notification of the relocation, change or demolition given to KBank; or such a letter, notice or information cannot be sent because the Channel for Receiving Information cannot be located, it shall be deemed that the Merchant has rightfully received the letter, notice or information and acknowledged its content. In case of any relocation or demolition of, or change in the Channel for Receiving Information, the Merchant shall immediately inform KBank of the change in writing.

1.47 The Merchant gives consent to KBank to use the Merchant's profile, including (but not limited to) information, photo, logo, trademark, service mark, any mark and intellectual property of the Merchant and/or which the Merchant has the legitimate right to use (hereinafter referred to as the "**Merchant's Information**") obtained from the Merchant via the channels as earlier agreed upon for the purpose of public relations for K-Merchant without any conditions and expenses. The Merchant also affirms that the Merchant's profile submitted to KBank and/or set up and/or uploaded on any system in order to show the Merchant's personal information, as well as the background of the screen for using

K-Merchant, whether created by the Merchant or not, or by KBank on behalf of the Merchant will not exhibit or produce any images, symbols or signs with the following characteristics:

- 1.47.1 Without consent of copyright or intellectual property owner
- 1.47.2 Displayed without the consent of the person appearing in the picture, or unauthorized personal pictures
- 1.47.3 Causing social division or expressing political issues or international conflicts
- 1.47.4 Inappropriate, impolite, offensive, indecent or obscene images
- 1.47.5 Images of actors, musicians, celebrities or athletes, unless they are working for an approved co-branding program
- 1.47.6 Detrimental to public order or offensive to culture or religious beliefs
- 1.47.7 Associated with gambling, any kind of alcoholic beverage, and/or cigarettes
- 1.47.8 The national emblem, as well as pictures or portraits of His Majesty the King, Her Majesty the Queen or the Royal Family members, or political figures, whether in the country or abroad
- 1.47.9 Insignias of agencies

The Merchant affirms that the Merchant owns and/or has legal rights to use the Merchant's Information provided to KBank and/or uploaded to the K-Merchant service and/or has legal rights to permit KBank to use it per the abovementioned objectives. If KBank requests additional evidential documents to certify the copyright's ownership and/or legal rights to use and/or legal right to permit KBank to use the Merchant's Information, the Merchant shall send KBank the additional evidential documents immediately upon request. If any damage is incurred from the Merchant's non-compliance with this condition, the Merchant agrees to be fully responsible for it. If KBank has been adversely affected, the Merchant agrees to indemnify KBank in full. The Merchant agrees to authorize KBank to take actions as KBank deems appropriate. The Merchant agrees to delete the Merchant's Information from the K-Merchant service immediately as per the notification sent by KBank to the system service provider for acknowledgement.

1.48 For existing Merchants and the Account Owner, both the Merchant and the Account Owner agree that if this Agreement does not specifically include details of any issue, the Previous Agreement entered into with KBank shall be applied (hereinafter referred to as the "Previous Agreement"). If this Agreement specifically includes details of any issue, or is contrary to, or does not correspond to, the Previous Agreement, this Agreement shall prevail. Nonetheless, if neither this Agreement nor the Previous Agreement is found to be clear, the Merchant and the Account Owner agrees to comply with KBank's decisions, in all respects.

1.49 If the Specific Terms and Conditions do not specifically include details of any issue, the General Terms and Conditions shall be applied. If the Specific Terms and Conditions specifically includes details of any issue, or is contrary to, or does not correspond with the General Terms and Conditions, the Specific Terms and Conditions shall prevail. Nonetheless, if neither the General Terms and Conditions nor Specific Terms and Conditions are found to be clear, the Merchant and the Account Owner agrees to comply with KBank's decisions, in all respects.

1.50 Whenever the terms and/or conditions for the use of services under this Agreement become void, illegitimate, invalid or unenforceable, the other remaining terms and/or conditions (as the case may be) shall remain legally valid and enforceable; they shall not be affected by voidability, illegitimacy, invalidity or unenforceability of those terms and/or conditions.

1.51 This Agreement shall be governed by and construed in accordance with Thai law, and the court of competent jurisdiction in Thailand will have exclusive jurisdiction in case of dispute under this Agreement.

1.52 This Agreement shall be an integral part of this Application.

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

2.1 The Merchant agrees to pay remuneration for using the service regardless of whether it is called a fee/service charge or other name to KBank within the due date for payment of respective remuneration.

2.2 The Merchant agrees to be solely responsible for costs, taxes, duties and/or any expenses related to services (if any).

If KBank has to make advance payments for the costs, taxes, duties and/or any expenses mentioned in the preceding paragraph on behalf of the Merchant or if the Merchant is required to pay penalty fees for the Payment Tool and Bill Payment to KBank, the Merchant agrees to repay them to KBank immediately.

2.3 The Merchant agrees and acknowledges that the receipts and/or tax invoices with respect to the remunerations (if any) paid by the Merchant to KBank shall be sent through the channels determined by KBank.

3. Withholding Tax

In case the Merchant is registered as a juristic person, the Merchant authorizes KBank to deduct withholding taxes on collection fees beginning with the first Bill Payment acceptance transaction submitted to KBank for payment, to issue and sign Withholding Tax Certificates, and to file withholding tax forms on the Merchant's behalf.

If, in the future, the Merchant opens additional branches under the same owner, and notifies KBank accordingly, KBank shall issue a separate merchant code for each such branch. The Merchant agrees that the abovementioned authorization for KBank to handle withholding tax deductions on the Merchant's behalf shall constitute authorization for KBank to handle withholding tax deductions on behalf of said branches in the same way, without any additional documentation from the Merchant.

If either the Merchant or KBank wishes to discontinue the K-Merchant service, under any circumstances, the Merchant's authorization of KBank to deduct withholding taxes on behalf of the Merchant shall automatically be withdrawn as well.

4. Change in Conditions of Service

4.1 If the change in conditions of service usage causes the Merchant to incur more burden or risk, such a change shall require prior consent from the Merchant.

4.2 If other conditions are to be changed, the Merchant agrees to authorize KBank to make the change as it deems appropriate. If the change affects the Merchant's use of the service (such as adjustment of service fees to reflect rising costs, change to service channels, change to due date), KBank shall expressly communicate, or give notice of, material information of the change to the Merchant at least 30 (thirty) days in advance or within the period required by law.

If other conditions of service, the Merchant is required to authorize KBank to do so as deemed appropriate by KBank. If the changes (such as fees have been raised in alignment with rising costs, introduction of new service channels and new debt payment due date) affect the use of service of the Merchant, KBank shall communicate or provide clear details of such changes to the Merchant within at least 30 days in advance or other period determined by the law.

4.3 If KBank is required by the Relevant Laws and Regulations to proceed with a change in other specific condition, the Merchant agrees to authorize KBank to act in compliance therewith.

5. Service Suspension/Termination/Result of Service Termination

5.1 The Merchant agrees to authorize KBank to suspend and/or terminate the services under this Agreement, whether in whole or in part at any time, with prior notice given to the Merchant. Regarding the following incidents, the Merchant agrees that, at KBank's discretion, KBank can immediately suspend and/or terminate the services under this Agreement, whether in whole or in part, as KBank deems appropriate, without prior notice. The Merchant agrees that KBank will not be held responsible for any damages caused by the following (if any):

5.1.1 The Merchant has provided any inaccurate and untruthful information, details, certification or confirmation, or they may cause any material misunderstanding.

5.1.2 The Merchant has no Bill Payment acceptance/transaction/amount for 30 (thirty) consecutive days.

5.1.3 The Merchant's monthly amount of Bill Payment acceptance has reached the Sales Limit and/or the Merchant incurs unusual Bill Payment acceptance transactions.

5.1.4 There is any factual information that leads KBank to believe that the information and/or details that the Merchant/Account Owner has given to KBank in order to proceed with, or to provide, Bill Payment acceptance service may cause negative impacts or affect the rights of KBank or of a third party, or there is a risk that the Merchant may have an unlawful intention, or it is detrimental to public order and morality, or could cause KBank to breach any laws and/or requirements and/or orders and/or requests for any cooperation as well as regulations or instructions of the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider, K Point Service Provider and/or the Payment Tool Provider and/or the Bank of Thailand and/or the auditor and/or banking supervisory or regulatory agencies.

5.1.5 If KBank has found that there will be risks stemming from mobile phones and/or tablets and/or electronic devices of the Merchant or KBank due to modifications, alterations, or the risks are caused by the systems of the mobile phone networks and/or any other incidents ("Jailbreak" means the modification of the iOS operating system of mobile phones and/or tablets and/or electronic devices, which changes the authorized access without the permission of the producer/operating system owner) or Root ("Root" means the modification of the Android operating system of mobile phones and/or tablets and/or electronic devices, which changes the authorized access without the permission of the producer/operating system owner). This is intended to prevent any damages to the Merchant.

5.1.6 The Merchant/Account Owner has breached any item of this Agreement including a failure to pay for fees/service charges/expenses/penalty fees/taxes and stamp duties (if any) incurred.

5.1.7 Any of the following events has occurred or may occur, and it may affect the Merchant's business operations or debt servicing ability: The Merchant has negative shareholders' equity or the Merchant has defaulted on debt payments with KBank or other creditors, or the Merchant has been sued in a civil or bankruptcy case, or there is a request for business rehabilitation to the Bankruptcy Court or the Merchant is subject to a criminal case, or the Merchant's property has been seized/attached by the orders of competent authorities or government agencies, or in the event of the Merchant's death (natural person) or ceasing operations with its license revoked, or its business is suspended or liquidated.

5.1.8 KBank cannot deduct the proceeds to make a refund and/or compensation and/or debt repayment to KBank, and/or to provide services according to this Agreement.

5.1.9 KBank shall comply with the law, regulations, requirements or orders and/or requests for cooperation from a court of law or competent authorities, the Bank of Thailand or banking supervisory agency.

5.2 In case the Merchant wishes to terminate the service under this Agreement, the Merchant shall inform KBank in writing at least 30 days in advance, via the K-BIZ Contact Center, Tel. 02-8888822, throughout 24 hours, or any other channels as specified by KBank, and shall proceed according to KBank procedures. The Merchant shall submit the request for transfer of total amount of remaining payment acceptance for goods/services (if any) so that KBank will transfer the same amount of funds to the deposit account specified in the Application or linked to the service under this Agreement. KBank shall proceed to quickly terminate the service as desired by the Merchant. The termination will be effective after KBank gives notice to the Merchant.

5.3 The termination of this Agreement, for whatever reason, shall not abrogate the Merchant's outstanding obligations under this Agreement until such obligations are completely fulfilled.

5.4 If the status of the Merchant under this Agreement is terminated, for whatever reason, KBank has the right to inform other commercial banks and/or card-issuing companies or institutions and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or K Point Service Provider and/or the Payment Tool Provider of the termination in all respects.

5.5 In case this Agreement is terminated, for whatever reason, the Merchant shall return the Card Accepting Machine, signs, and sales slips and/or related documents/evidence, in good condition, to KBank on the date this Agreement is terminated. The Merchant shall facilitate KBank employees and/or personnel hired by KBank in removing the Card Accepting Machine from the Merchant's premises, at any time.

If the Merchant cannot return the Card Accepting Machine in good condition to KBank, for whatever reason, or within 60 days from the date this Agreement is terminated, if KBank during that time finds that the Card Accepting Machine has been damaged (though the damage was not noted during the equipment removal), as a result of misuse of the equipment and/or by any fault of the Merchant, for whatever reason, the Merchant agrees to compensate KBank for the repairs and reparations and all related expenses as charged by KBank immediately upon KBank's request.

Specific Terms and Conditions

Agreement for Bill Payment Accepting Devices and Channels

1. Bill Payment accepting device service

1.1 In case the Merchant requests KBank to install the Card Accepting Machine for accepting Bill Payment, the Merchant shall be fully responsible for the Card Accepting Machine and agree to comply with its handbook immediately upon signing for receipt of the Card Accepting Machine installed by the supplier or KBank's representative.

1.2 Once the Merchant has signed for receipt of a KBank-provided Card Accepting Machine, or the Card Accepting Machine installed by the supplier, the supplier will submit the signed receipt to KBank as evidence that the machine has been installed and received by the Merchant. The Merchant understands and agrees that:

1.2.1 The Card Accepting Machine is the sole property of KBank.

1.2.2 If KBank provides to the Merchant a mobile phone-based Card Accepting Machine, the Merchant shall be responsible for installation of a SIM card, telephone number for the SIM card provided by KBank, payment of the SIM card and mobile phone usage service charges in each billing cycle. KBank has the right to charge rental fees for the mobile phone-based Card Accepting Machine in accordance with criteria stipulated by KBank, with notice given to the Merchant in advance

1.2.3 The Merchant shall not use the Card Accepting Machine outside the Merchant's premises, and shall not assign or transfer it to any other person except with the written consent of KBank or if the Card Accepting Machine is compatible with a mobile phone as indicated in **Item 1.2.2 under Agreement for Bill Payment Accepting Devices and Channels.**

1.2.4 The Merchant shall be responsible for keeping the Card Accepting Machine in a safe place, as well as maintaining and using the machine in a manner that is expected of any reasonable person maintaining and/or utilizing their own property. If the machine is taken out of service for any reason, the Merchant shall return it in good and usable condition to KBank upon KBank's request.

1.2.5 The Merchant affirms that throughout any period when the Merchant possesses the Card Accepting Machine on behalf of KBank under the objectives of this Agreement, the Merchant will not sell, distribute, transfer or place the Card Accepting Machine as collateral, or undertake any similar actions that would incur any obligations or preferential rights over the Card Accepting Machine.

1.2.6 If the Card Accepting Machine is damaged, lost and/or dented and/or destroyed, the Merchant agrees to pay a fine to KBank according to the rates specified in "**Fees/Expenses/Fines Table**" for the expense incurred from recruiting and hiring qualified personnel to fix it and/or replace it with a new machine.

1.2.7 The Merchant promises to maintain the Card Accepting Machine in good condition at all times and shall be fully responsible for any expenses related to the maintenance of the machine.

1.2.8 To repair and/or install the new Card Accepting Machine, the Merchant acknowledges that KBank will instruct its officer and/or a person who has been hired by KBank to take such actions on its behalf in accordance with the conditions and methods established by KBank.

1.2.9 The Merchant agrees to allow KBank to check the status, location/installation site of the Card Accepting Machine for investigation and operations per the objective of this Agreement.

1.3 Sales Slip Arrangement

1.3.1 Regarding Bill Payment acceptance and/or verification of K Points without the Payment Code via EDC terminal, when the Payer makes Bill Payment, the Merchant shall produce sales slips, as follows:

1.3.1.1 The first copy of sales slip (Merchant Copy) printed on paper rolls or continuous paper:

The Merchant shall keep the sales slip (Merchant copy), on paper rolls or continuous paper, together with the EDC summary slip, for at least 18 months. If the Payer denies having purchased goods/services from the Merchant, the Merchant shall provide the sales slip to confirm the Payer's disputed transaction. If the sales slip is lost or cannot be found upon KBank's request, the Merchant shall be responsible for the damages incurred.

1.3.1.2 The second copy of sales slip (Customer Copy), which shall be delivered to the Payer.

1.3.1.3 The arrangement of sales slip for K Points verification is subject to the conditions established by KBank.

1.3.2 If Bill Payment acceptance is made with the use of the Payment Code via EDC terminal and/or the Payment Code Reader (except the case where the Bill Payment acceptance is made via the Payment Code Reader of Mini EDC), when the Payer makes Bill Payment, the Merchant is not required to prepare a sales slip for the Payer. The Merchant shall safeguard the sales slip (Merchant Copy) printed on paper rolls or continuous paper, along with the EDC summary slip, for at least 18 months. If the Payer denies having purchased goods/services from the Merchant, the Merchant shall provide a copy of the sales slip to confirm the Payer's disputed transaction. If the sales slip is lost or cannot be found upon KBank's request, the Merchant shall be liable for any damaged incurred.

1.3.3 For payment acceptance via mPOS Card Accepting Machine and Mini-EDC, the Merchant agrees that the Merchant is not required to produce a sales slip for the Payer to sign as evidence of Bill Payment. The Merchant is required to request the Payer to provide their email

address and/or mobile phone number, and the Merchant shall send the payment list via email or SMS to the Payer once each payment transaction has been made, as evidence for Bill Payment. The evidence document/electronic information shall be considered an electronic transaction under the Electronic Transactions Act B.E. 2544 (2001), and/or related laws.

1.3.4 When payment acceptance is made via K SHOP, the Merchant agrees that the Merchant is not required to produce a sales slip for the Payer.

1.3.5 For an acceptance of order to buy products/service via purchase order form (mail/email/fax/teleorder), when the Payer buys products/services, the Merchant is not required to present a sales slip for the Payer. The Merchant shall safeguard the sales slip (Merchant Copy) printed on paper rolls or continuous paper, together with the EDC summary slip, for at least 18 months. If the Payer denies having purchased goods/services from the Merchant, the Merchant shall provide a copy of the sales slip to confirm the Payer's disputed transaction. If the sales slip is lost or cannot be found upon KBank's request, the Merchant shall be liable for any damages incurred.

1.4 The Merchant shall send a request for transfer of card acceptance amount and/or funds transfer amount, and/or e-wallet and/or K Points and/or other Payment Tools each day via the Card Accepting Machine to credit the Merchant's account by the cut-off time specified in the "Settlement Table". If the Merchant fails to send the request within the cut-off time, KBank may not credit the Merchant's account. In case KBank agrees to credit the Merchant's account, but the funds cannot be collected from the Payer and/or commercial banks or card-issuing companies or institutions, the Merchant agrees to return the same amount of money to KBank together with interest at the rate 15 percent (fifteen) per year, calculated from the date KBank made the payment to the Merchant or credited the Merchant's account, until the amount is fully repaid.

1.5 In the case that the Merchant applies for the **Pre-authorization** service which uses an authorization hold to temporarily lock the funds in the Payer's card (not debiting the funds from the card for payment) via the Card Accepting Machine to ensure that damages can be paid, at the amount equal to what the Payer has placed under the Pre-authorization service (hereinafter referred to as "**Pre-authorization Service**"), the Merchant agrees with the following terms and conditions:

1.5.1 The Merchant must produce an agreement and provision of consent in writing to the person who affixes their signature to guarantee against damage to the Merchant and gives their consent to use an authorization hold to lock the funds in the Payer's card. The agreement must contain at least the details of the purchased goods or services and the amount held for damages, which shall not exceed the amount of funds locked under the Pre-authorization Service; the conditions of Pre-authorization Service stipulate that the Payer must give their consent to allow the Merchant to use the funds under the Pre-authorization Service to settle the damages which may occur during the Pre-authorization period (according to the definition to be further prescribed). It shall be deemed that this condition is part of **Item 1.22 of the General Agreement as well.**

1.5.2 The amount of funds under the Pre-authorization service is deemed to be included in the use of the sales limit as well.

1.5.3 If the Merchant wishes to deduct the funds under the pre-authorization service, the Merchant must submit a request to transfer funds within 15 days from the date of Bill Payment or other timeframe as specified by the Card Scheme Provider (whichever comes first) (hereinafter referred to as "**Pre-authorization Period**"). If the deadline has passed, and KBank has not received the funds transfer request from the Merchant, the Merchant agrees to authorize KBank to revoke pre-authorization of the Payer's card without delay.

2. Bill payment accepting channels

2.1 In case the Merchant wishes to use KBank's K SHOP service, or in any other name as may be changed by KBank, (hereinafter referred to as "**K SHOP Service**"), to accept Bill Payment via the Payment Tool as stipulated by KBank, the Merchant agrees as follows:

2.1.1. The Merchant can use K SHOP Service via mobile phone or tablet or electronic device in the network which KBank has allowed to connect to this service.

2.1.2 The Merchant, classified as a natural person, shall apply for the service and agree to accept the terms and conditions for K SHOP Service according to the channel and method specified by KBank. The application will be complete and valid after the Merchant has created the complete Merchant's profile in K SHOP Service. If any terms and conditions of K SHOP Service contradict this Agreement, such K SHOP Service terms and conditions shall prevail.

2.1.3 The Merchant, classified as a juristic person, shall apply for, and use the service according to the following conditions:

2.1.3.1 The Merchant cannot use the same mobile phone number and/or email address which has already been registered with K SHOP Service by another individual or juristic person. If KBank finds that the mobile phone and/or email address linked to K SHOP Service has already been used, the Merchant agrees to allow KBank to withhold and/or discontinue the K SHOP Service offered by the Merchant immediately without giving notice in advance per the conditions as specified in Item 5.1 of General Agreement.

2.1.3.2 After filing the Application, the Merchant shall create its profile including (but not limited to) information, photo, logo, trademark, service mark, or any mark (hereinafter referred to as the "Merchant's Information") via the K SHOP application by filling out the information completely and accurately according to the steps specified by KBank. Upon giving approval to the Merchant, KBank will send an entry code such as password or PIN through the channel specified by KBank. During the first login, the system will automatically instruct the user to change the password. The application will be complete and valid after the Merchant has fully created its profile as required by KBank regarding the K SHOP Service.

2.1.4 The Merchant can create the Merchant's staff accounts, with the number of accounts to be determined by KBank. Related Officers can carry out the transactions related to payment acceptance and use K SHOP Service based on the role authorized by KBank only.

2.1.5 Bill Payment acceptance limits

2.1.5.1 The Merchant can accept Bill Payment via funds transfer and Payment Link at a maximum limit of 80,000 Baht per transaction and 300,000 Baht per month.

2.1.5.2 The Merchant can accept Bill Payment via the Card without the use of the Card Accepting Machine at a maximum limit of 80,000 Baht per transaction and 300,000 Baht per month.

2.1.5.3 The Merchant can accept Bill Payment via the Card with the use of the Card Accepting Machine at a maximum limit of 80,000 Baht per transaction and 300,000 Baht per month.

2.1.5.4 The Merchant can accept Bill Payment via K Points per transaction in accordance with the conditions established by the Bank.

2.1.6 The Merchant must send the request for transfer of acceptance Bill Payment as required by the conditions in the "Settlement Table".

2.1.7 The Merchant can configure the settings on mobile phones and/or tablets and/or electronic devices to allow the access to location service for the sake of the Merchant's security.

2.1.8 The Merchant agrees to pay for the internet connection fee incurred from using this service, in addition to normal airtime service. For mobile phones and/or tablets and/or electronic devices under postpaid plan, the Merchant can check the fee amount from the statement of the mobile network operator. For mobile phones and/or tablets and/or electronic devices under prepaid plan, the Merchant can check the fee amount from the mobile network operator.

2.1.9 The Merchant will receive the evidence for the Bill Payment transactions and/or funds transfer information via K SHOP Service.

2.1.10 If the Merchant applies for service delivery via K SHOP Service, the Merchant agrees to perform in accordance with the following terms and conditions:

2.1.10.1 The Merchant agrees that KBank acts as a channel to submit data related to the application for the service and the data related to the delivery of goods/services to the transporter agent and/or the transporter (hereinafter referred to as the "Transporter"); KBank is not a transporter of goods/services to the Merchant/the Payer, and neither accepts the application for the service, and/or requests that the Merchant/the Payer pay service charges, expenses or any money for the delivery of goods to, or on behalf of, the Transporter. The Merchant agrees that the application for the service with the Transporter, conditions for delivery of goods including service charges and payment method of service charges, expenses or any money for the delivery of goods/services are determined by the Transporter. The Merchant shall study conditions for delivery of goods/services from the website and/or other channels established by the Transporter.

2.1.10.2 The Merchant shall provide information and details required by KBank via K SHOP Service, which include (but are not limited to) types and prices of goods/services to be sent, the Payer's name, address and details, and the Merchant's name, address and details. The Merchant agrees to authorize KBank to disclose the information and details to the Transporter for undertaking actions related to the delivery of goods/services, including issuance of receipt/tax invoice to the Merchant. If the Merchant wishes to revise and/or change any information and details which have been confirmed via K SHOP Service, the Merchant shall directly contact the Transporter; the Merchant cannot do so via K SHOP Service or KBank.

2.1.10.3 If the Transporter cannot send goods to the Payer per the conditions agreed upon with the Merchant, or if the Merchant has a complaint about the delivery of goods or service charges, expenses or any money for the delivery of goods, the Merchant agrees to conduct an examination with the Transporter directly. The Merchant affirms that no action will be taken that will cause KBank to be involved with a dispute between the Merchant and the Transporter and/or a third party. If the Merchant has any defense and/or rights to claim, the Merchant shall contact the Transporter and/or third party directly and separately.

2.1.10.4 If the Merchant applies for Online Direct Debit service per the steps prescribed by KBank, the Merchant agrees to authorize KBank to debit the deposit account specified by the Merchant in the Online Direct Debit service for payment of service charges, expenses or any money for delivery of goods to the Transporter per the instruction sent by the Merchant via K SHOP Service.

2.1.11 Public relations and/or sales promotional program

2.1.11.1 Public relations and/or sales promotional programs via K SHOP Service:

(1) The Merchant may conduct public relations and/or sales promotional programs for goods/services of the Merchant which shall include (but are not limited to) point accumulation and stamp collection, by stating conditions and benefits via K SHOP Service anytime, by itself, in accordance with the steps prescribed by KBank.

(2) The Merchant may revise/change programs/conditions/details of public relations and/or sales promotional programs under Item 2.1.11.1 anytime by itself via K SHOP Service, and such revision or change shall not result in a reduction of privileges to be received by the Payer. For instance, it should not shorten the sales promotion/discount period or raise the amount of points/stamps needed to be redeemed for awards. Nonetheless, if the Merchant wishes to revise/change a sales promotional program, and the change would result in reducing the privileges of the Payer, the Merchant must cancel such public relations and sales promotion programs.

(3) If the Merchant wishes to terminate programs/conditions/details of public relations and/or each promotional program under Item 2.1.11.1 before its expiration, or terminate a sales promotional program with no specific timeline, the Merchant may do so via K SHOP Service anytime, by itself, 30 days in advance of the intended termination date.

2.1.11.2 Public relations and/or sales promotional programs on KBank's electronic platforms.

(1) The Merchant may conduct public relations and/or sales promotional programs for goods/services of the Merchant on KBank's electronic platform (hereinafter referred to as the "**Electronic Platform**"), including (but not limited to) the Seller Center platform which is under the K PLUS Market service.

(2) Upon approval by KBank, KBank will send the Funds Transfer Tool to the email address given by the Merchant to KBank when applying for the K SHOP Service; the Merchant shall use the Funds Transfer Tool for logging in to the website <https://www.kplusmarket.com> or other websites determined by KBank and/or for the use of services determined by KBank, which shall include (but are not limited to) the upload of goods/service details such as pictures, prices of goods/services, sales promotional program periods and/or other benefits, shop arrangements, as well as lists of goods/service arrangement. Other conditions related to the use of the Funds Transfer Tool shall be subject to the conditions of the Funds Transfer Tool as specified in this Agreement.

(3) The Merchant may upload/revise/change programs/conditions/details of public relations and/or sales promotional programs of the Merchant on the Electronic Platform by itself via <https://www.kplusmarket.com> or other websites determined by KBank, with the use of the Funds Transfer Tool under the conditions specified in Item 2.1.11.2 (2) or via the K SHOP Service. The Merchant shall upload/revise/change programs/conditions/details of public relations and/or sales promotional program not less than five KBank business days in advance of the intended effective date for KBank's consideration.

If the Merchant assigns KBank to do so and/or to arrange a list of products/services and/or a shop on the Electronic Platform on behalf of the Merchant, the Merchant shall provide KBank related data and/or details via the channels determined by KBank at least five KBank business days in advance of the intended effective date for KBank's consideration.

(4) The Merchant may cancel programs/conditions/details of public relations and/or each sales promotional program for goods/services before their expiration date, or terminate a sales promotional program with no specific timeline, via <https://www.kplusmarket.com> or other websites determined by KBank, with the use of the Funds Transfer Tool under the conditions specified in Item 2.1.11.2 (2) or via the K SHOP Service anytime, by itself.

If the Merchant assigns KBank to do so on behalf of the Merchant, the Merchant shall provide KBank related data and/or details via the channels determined by KBank at least five KBank business days in advance of the intended effective date of said programs/ conditions/details for KBank's consideration.

2.1.11.3 The Merchant agrees and accepts that programs/conditions/details of public relations and/or arrangement of sales promotional programs of goods/services of the Merchant shall be endorsed by KBank and/or approved by the Bank of Thailand.

2.2 In case the Merchant wishes to use KBank's connection via API service, or any other name to be changed by KBank, as it deems appropriate (hereinafter referred to as "API Service"), to connect the devices/channels for accepting bill payment with KBank's system to accommodate payment from the Payer, the Merchant agrees as follows:

2.2.1 The Merchant agrees to develop and maintain connection of the devices/channels for accepting bill payment of the Merchant with KBank systems per the format and method as determined by KBank. The Merchant agrees to be responsible for expenses incurred from the system development and connection, including the cost for the Merchant's internal system management.

2.2.2 The Merchant can use the API Service with the following connection types:

2.2.2.1 API Service for bill payment transaction

(1) The Merchant may use API Service for accepting bill payment from the Payer who makes payment via various Payment Tools in lieu of cash.

(2) If the Merchant generates the Payment Code for bill payment transaction, the Merchant shall send data on bill payment, including (but not limited to) the amount and order reference per the details and steps determined by KBank to KBank via API Service so that KBank shall set the value for creating the Payment Code based on the data and details provided by the Merchant, and send it to the Merchant per the steps as determined by KBank via API to URL Callback and IP Address. This shall allow the Merchant to create the Payment Code for the Payer to scan in order to conduct bill payment transaction.

If the Payer generates the Payment Code for bill payment transaction, the Merchant shall clearly provide the prices of goods/services to the Payer and shall instruct the Payer to show the Payment Code of the Payment Tool Service Provider that supports KBank's payment system. This shall allow the Merchant to use the payment device of the Merchant to scan the Payment Code, and the Merchant shall send the bill payment data, including (but not limited to) the amount and order reference per the details and steps as determined by KBank to KBank via API Service.

2.2.2.2 API Service for Payment Code cancellation

If the Merchant generates the Payment Code for bill payment transaction, and the bill payment transaction has not yet been conducted by the Payer, the Merchant may send an instruction to cancel the Payment Code based on the details and steps as determined by KBank to KBank via API Service. After receiving the instruction to cancel the Payment Code, KBank shall proceed to cancel the Payment Code and send the result via API service to URL Callback and the IP Address as specified in the application form.

2.2.2.3 API Service for bill payment cancellation (void)

The Merchant agrees that if the Merchant wishes to void the bill payment, the Merchant is required to submit an instruction to void the bill payment per the conditions specified in this Agreement to KBank via API Service. After receiving said instruction, KBank shall void the bill payment transaction and transfer the same amount back to the Payer. KBank will notify the Merchant of the result via API Service to URL Callback and the IP Address as specified in the application form.

2.2.2.4 API Service for transaction notification

Whenever the Payer conducts bill payment transaction, KBank shall send the result notification to inform the Merchant of successful/unsuccessful transaction via API Service to URL Callback and the IP Address as specified in the application form.

2.2.2.5 API Service for end-of-day report

After the Payer has successfully conducted bill payment transaction, KBank shall send bill payment transaction report to the Merchant via API Service to the IP Address as specified in the application form within the following day.

2.2.2.6 API Service for checking bill payment transaction status

If the Merchant wishes to check bill payment transaction status, the Merchant may send a request to do so per the details and steps determined by KBank to KBank via API Service. After receiving the request, KBank shall notify the Merchant of the bill payment transaction status via API Service to URL Callback and the IP Address as specified in the application form.

2.2.2.7 API Service for sending instruction for transfer of total amount of bill payment

The Merchant may send an instruction for transfer of total amount of bill payment via API Service per the method and details as specified in the "Settlement Table" and in accordance with the conditions stated in this Agreement.

2.2.2.8 Other services to be provided by KBank under the terms and conditions determined by KBank and to be notified to the Merchant via various channels on a case-by-case basis.

2.3 In case the Merchant wishes to use KBank's connection via API service, or any other name to be changed by KBank, as it deems appropriate (hereinafter referred to as "API Service"), to connect the devices/channels for accepting bill payment with KBank's system to accommodate bill payment from the Payer via the management system provider, including (but not limited to) point of sale, logistics and warehouse and stock management system (hereinafter referred to as the "Management System Provider"), the Merchant agrees as follows:

2.3.1 The Merchant agrees to develop and maintain connections of the devices/channels for accepting bill payment of the Merchant with the system of the Management System Provider. The Merchant agrees to be responsible for expenses incurred from the system development and connections, including the cost for the Merchant's internal system management.

2.3.2 The Merchant can use the API Service with the following connection types:

2.3.2.1 API Service for bill payment transaction

(1) The Merchant may use API Service for accepting bill payment from the Payer who makes payment via various Payment Tools in lieu of cash.

(2) If the Merchant generates the Payment Code for bill payment transaction, the Merchant shall send data on bill payment, including (but not limited to) the amount and order reference per the details and steps determined by KBank to the Management System Provider so that the Management System Provider shall send data and details of bill payment to KBank via API Service. Then, KBank shall set the value for creating the Payment Code based on the notified data and details and send it to the Management System Provider via API to the IP Address specified in the application form. This shall allow the Management System Provider to create the Payment Code for the Payer to scan in order to conduct bill payment transaction.

If the Payer generates the Payment Code for bill payment transaction, the Merchant shall clearly provide the prices of goods/services to the Payer and shall instruct the Payer to show the Payment Code of the Payment Tool Service Provider that supports KBank's payment system. This shall allow the Merchant to use payment device of the Merchant to scan the Payment Code, and the Merchant shall send the bill payment data, including (but not limited to) the amount and order reference per the details and steps as determined by KBank to the Provider of Management System, which will allow the Management System Provider to send bill payment data and details to KBank via API Service.

2.3.2.2 API Service for Payment Code cancellation

If the Merchant generates the Payment Code for bill payment transaction, and the bill payment transaction has not yet been conducted by the Payer, the Merchant may send an instruction to cancel the Payment Code to the of Management System Provider. Then, the Management System Provider shall send the instruction to cancel the Payment Code based on the details and steps as determined by KBank to KBank via API Service. After receiving the instruction to cancel the Payment Code, KBank shall proceed to cancel the Payment Code and send the result via API service to the IP Address as specified in the application form.

2.3.2.3 API Service for bill payment cancellation (void)

The Merchant agrees that if the Merchant wishes to void the bill payment, the Merchant is required to submit an instruction to void the bill payment to the Management System Provider. Then, the Management System Provider shall send an instruction to void the bill payment transaction under the conditions determined in this Agreement to KBank via API Service. After receiving said instruction, KBank shall void the bill payment transaction and transfer the same amount back to the Payer. KBank will notify the result via API Service to the IP Address as specified in the application form.

2.3.2.4 API Service for transaction notification

Whenever the Payer conducts bill payment transaction, KBank shall send the result notification to inform the Merchant of successful/unsuccessful transaction via API Service to URL Callback and IP Address as specified in the application form.

2.3.2.5 Service for end-of-day report

After the Payer has successfully conducted bill payment transaction, KBank shall send bill payment transaction report to the Merchant via API Service to the IP Address as specified in the application form by the following day.

2.3.2.6 API Service for checking bill payment transaction status

If the Merchant wishes to check bill payment transaction status, the Merchant may send a request to do so to the Management System Provider. Then the Management System Provider shall send a request per the details and steps determined by KBank to KBank via API Service. After receiving the request, KBank shall notify the bill payment transaction status via API Service to the IP Address as specified in the application form.

2.3.2.7 API Service for sending instruction for transfer of total amount of bill payment

The Merchant may send an instruction for transfer of total amount of bill payment to the Management System Provider. Then, the Management System Provider shall send the instruction for transfer of total amount of bill payment via API Service per the method and details as specified in the "Settlement Table" and in accordance with the conditions stated in this Agreement.

2.3.2.8 Other services to be provided by KBank under the terms and conditions determined by KBank and to be notified to the Merchant via various channels on a case-by-case basis.

2.3.3 The merchant acknowledges and agrees that to use the service under this term and condition in the agreement, the merchant requires to send orders/requests/any details to Service Provider Management and Service Provider Management is required to send orders/requests/any details to KBank through API service. KBank will process the orders/requests/details after receiving the orders/requests/details from the Service Provider Management according to the conditions and periods specified in this agreement.

2.4 If the Merchant wishes to use other Bill Payment accepting channels, the Merchant agrees to comply with the terms and conditions to be notified by KBank.

Agreement on Card Payment Acceptance

1. The Merchant shall accept the Card via devices/channels as determined by KBank. The Merchant is not allowed to accept the Card via imprinter.

2. The Merchant agrees to accept valid Card in accordance with the features generally specified by KBank, which will inform the Merchant thereof from time to time.

3. The Merchant is able to accept Bill Payment with the Card per the conditions established by KBank with any of the following methods:

3.1 The Payer swipes or inserts the Card at the Card Accepting Machine, or

3.2 The Payer taps the Card at the Card Accepting Machine, or

3.3 The Payer shall present Bill Payment information and the Payment Code indicating payment information required by KBank for the Merchant to read the Payment Code, or

3.4 The Merchant shall present Bill Payment information and the Payment Code indicating payment information required by KBank for the Payer to read the Payment Code, or

3.5 The Payer fills out the details of the products/service purchasing order in the order form and delivers it to the Merchant through various channels specified by KBank.

3.6 The Merchant shall generate a link by providing details of payment for goods/services and taking actions per the steps and conditions as determined by KBank via API in accordance with the established formats and methods. The Merchant shall send the link to the Payer via the channel as earlier agreed upon with the Payer, and the Payer shall confirm the card data in the link in order to process the payment transaction.

4. When accepting Bill Payment per the methods in item 3.1 and 3.2 of the Agreement for Payment Acceptance with the Card, the Merchant shall perform as follows:

4.1 Whenever the Payer presents the Card to the Merchant for Bill Payment, the Merchant is required to ensure that the card so presented remains valid in accordance with the Merchant Card Accepting handbook and card acceptance procedures set forth in the Card Accepting Machine handbook, which has been delivered to the Merchant by KBank.

4.2 The Merchant shall accept only chip-embedded cards (except for the card issued by KBank, not being a member of the Credit Card Scheme Provider).

4.3 Every time the Merchant accepts Bill Payment, if the Payer is required by KBank to enter a 4-digit or 6-digit PIN, the Merchant shall instruct the Payer to perform in accordance with the procedures required by KBank.

4.4 The Merchant shall contact KBank immediately and agrees to treat the Payer in conformity with the procedures to be later provided to the Merchant by KBank before accepting Bill Payment from the Payer if there are correction marks or any wording on the Card.

5. The Merchant is required to submit a request to transfer Bill Payment amount of the Payer who purchases all Merchant goods/services on a daily basis through the card acceptance machine into an account with KBank within the cut-off time specified in the "settlement table". If the Merchant accepts payment for goods or services via EDC and does not send a request to transfer the funds into the account within the cut-off time for any reason more than 3 (three) days after receiving payment for goods/services. The Merchant agrees that KBank will immediately deposit money into the merchant's account in terms and conditions established by the KBank.

If the Merchant wishes to void a transaction, the Merchant shall do so before the request for transfer of Bill Payment amount is sent and within the cut-off time indicated in the "Settlement Table". or before the funds have been transferred into the bank account specified on the application (case by case). The Merchant may void the transaction via channels determined by KBank. Upon receiving the void request, KBank shall void the transaction and transfer the same amount back to the Payer. If the Merchant wishes to Void after sending a request for transfer of payment for goods and services or after the cut-off time (if the request for transfer of Bill Payment amount is not submitted), or after the funds have been transferred into the bank account specified on the application (case by case), or if the Merchant allows the Payer to issue a refund, the Merchant agrees that it shall not reimburse the Payer in cash, cheque and/or other debt instruments, but shall instead produce a credit voucher in accordance with the form determined by KBank and send it to KBank. The Merchant/Account Owner agrees to repay such funds that KBank has already paid to the Merchant, and/or credited into the deposit account as specified in the Application to KBank for crediting into the Payer's account. The Merchant agrees that KBank shall not reimburse any fee that KBank has already collected from the Merchant.

6. Whenever the Merchant accepts UnionPay Card and/or TPN Card, the Merchant shall then require the Payer to enter the 4-digit or 6-digit PIN (in accordance with the conditions determined by KBank) on the Card Accepting Machine.

7. If any of the following incidents happens:

7.1 The Merchant has accepted the Card, but later determined it to be a counterfeit card.

7.2 If KBank is suspicious about the use and/or validity of the Card and/or has later detected fraud in the use of the Card.

7.3 The recipient has not received the goods by the deadline or the recipient does not receive the goods and the Merchant cannot present a receipt of delivery, or the recipient has not received the goods for whatever reason.

7.4 The Merchant fails to procure or deliver goods/services, and/or the procured or delivered goods/services are inferior in quality, defective, incomplete or not in accordance with the purpose or in contravention of the purchase agreement between the Merchant and Payer, thus causing the Payer to refuse to accept the goods/services and eventually seek to terminate that agreement on purchase of goods/services

7.5 The Payer refuses the Pre-authorization in the Payer's Card or refuses to deduct the funds in the authorization hold or denies that the Payer had expedited the Bill Payment or the Merchant has informed KBank to terminate Pre-authorization or the Pre-authorization period has passed.

7.6 Any other reasons preventing KBank from collecting funds, or any other reason that requires KBank to refund/repay the Payer.

The Merchant agrees to authorize KBank to terminate the Pre-authorization in the Payer's card and/or deny the payment or credit the deposit account specified in the application form. Nonetheless, if KBank has already collected the funds from the Payer and made payment to the Merchant or credited the deposit account, KBank will make the refund to the Payer at the same amount that was collected from the Payer. The Merchant agrees to reimburse KBank the same amount that KBank refunded the Payer, along with interest at the rate equal to 15 (fifteen) percent p.a., starting from the date that KBank made the payment to the Payer or credited that deposit account, until the payment has been fully paid to KBank.

If the Merchant can later prove that the Payer has made the purchase order or requested the service from the Merchant, the Merchant shall exercise the rights to later request reimbursement from the Payer.

8. The Merchant shall not store the card number, its expiry date or CVV number of the Payer, regardless of the format, and the Merchant shall maintain in good order and keep the Payer's other data related to Bill Payment in a safe place to prevent unauthorized access. However, if the Card Scheme Provider or the Payer detects that the Merchant has failed to comply with such procedures, and demands that KBank pay any penalty fee and/or damages, the Merchant agrees to be responsible for payment of such a penalty fee and/or damages on behalf of KBank, in full.

9. If the Merchant wishes to store the Card data of the Payer, the Merchant must receive a prior consent from KBank and must have in place a data storage format which is strictly in accordance with the standards established by KBank and the Card Scheme Provider. If the Merchant fails to comply with such procedures, causing KBank to pay a penalty fee to the Card Scheme Provider and/or to receive a claim for damages from a third party, the Merchant shall be responsible for the full amount of that penalty fee, or damages, on behalf of KBank.

10. If KBank detects that the Merchant or store owner, including persons related to the Merchant, has used their own cards for Bill Payment from their own store at a frequency or number of transactions deemed unusually high and/or not for the purpose of Bill Payment from the Merchant but for seeking other benefits, KBank is entitled to rescind the Merchant’s membership immediately, and if KBank has been damaged by the use of such cards, the Merchant agrees to indemnify KBank in full. However, this shall not deprive KBank any right to take legal action against the Merchant.

11. If an incorrect Card acceptance transaction is submitted to KBank for settlement, KBank is entitled to withhold the payment to the Merchant; or if KBank has already credited the Merchant’s account, the Merchant/Account Owner agrees to allow KBank to debit the deposit accounts of the Merchant/Account Owner to immediately reimburse the Payer or a commercial bank and/or the card-issuing company or institution. The Bank shall send evidence of account debit to the Merchant/Account Owner for acknowledgement.

If the Merchant has submitted an invalid Card acceptance transaction that is in contravention of this Agreement to KBank for settlement, and it has already credited into the account with KBank, it shall not be deemed that KBank is in agreement with such action. KBank is entitled to rescind or refuse to credit the account or reverse such a transaction immediately after KBank has detected the invalid Card acceptance transaction, wherein the Merchant agrees not to use that invalid Card acceptance transaction as an excuse that KBank has agreed to allow the Merchant to carry out that transaction.

12. If the Merchant offers the Payer an option of Bill Payment in the currency of the card issuing country, using **Dynamic Currency Conversion** (hereinafter referred to as the “**DCC Service**”), the Merchant agrees to comply with the following terms and conditions:

12.1 The Merchant is able to accept payment for goods/services from Payers who paid in foreign currencies, using the DCC Service in the foreign currencies specified by KBank. KBank shall notify the Merchant of additional currencies to be used in the future. At present, there are 30 currencies available as follows:

Currencies accepted for payment via DCC		
1. US Dollar	11. Norwegian Krone	21. Bangladeshi Taka
2. Euro	12. Danish Krone	22. Saudi Arabian Riyal
3. Japanese Yen	13. Swedish Krona	23. Nepalese Rupee
4. Pound sterling	14. Canadian Dollar	24. South African Rand
5. Australian Dollar	15. Malaysian Ringgit	25. Qatari Riyal
6. New Zealand Dollar	16. Taiwan Dollar	26. Omani Rial
7. Hong Kong Dollar	17. Macau Pataca	27. Russian Ruble
8. Singapore Dollar	18. Brunei Dollar	28. South Korean Won
9. Swiss Franc	19. United Arab Emirates Dirham	29. Kuwaiti Dinar
10. Indian Rupee	20. Sri Lanka Rupee	30. Bahrain Dinar

12.2 When the Merchant accepts Card payment through the EDC with DCC Service, and keys in the amount in Thai Baht, the screen will display the amount in Baht as entered by the Merchant. KBank will then calculate the amount of payment in the currency of the country originating the Card. The Merchant shall then inform the Payer of that amount to be collected in foreign currency, and the Payer can choose whether to make payment in Baht or in the currency of the country originating the Card. If the Payer chooses to make Bill Payment in foreign currency, KBank shall credit the Merchant’s account as specified in this Agreement based on the Baht value of the sale price of goods/services. In case the Payer presents a card of which the currency is not one of those named as specified in **Item 12.2 of the Agreement on Card Payment Acceptance**, the EDC screen will show only the amount of payment in Baht.

12.3 The Merchant agrees to accept the exchange rates and the payment amount in foreign currency calculated by KBank from the price of goods/services in Baht entered into the EDC and converted into the currency of the country originating the card, in accordance with the Payer’s selection of currency for payment and collection.

12.4 If there is an agreement on the rebate of the DCC Service fee, KBank shall pay a rebate to the Merchant at the rate fixed by KBank. The Merchant agrees to allow KBank to change the rate of such rebate at any time as deemed appropriate, whereby KBank shall notify the Merchant from time to time of the changed rebate based on foreign currency card transactions accepted via the DCC Service at the total amount at the end of every month. KBank will credit the amount to the Merchant's account on the 10th day of the following month. In case of banking holiday(s) per the Bank of Thailand's notification, KBank shall credit the Merchant's account on the first business day following the 10th day. In case goods purchased or ordered are returned, or the Payer or a commercial bank and/or card-issuing company or institution refuses payment, causing the Merchant to reimburse KBank, the Merchant agrees to authorize KBank to debit the rebate from the Merchant's account in case the payment has already been made, or to deduct the amount from the rebate that KBank shall make in the following months.

12.5 In case the EDC with DCC Service fails or is being repaired, such that the Merchant can accept Bill Payment only in Baht, the Merchant is not entitled to the rebate for such transactions.

13. If the Merchant wishes to sell goods/services that requires the Payer to make payment in foreign currency with Multi-Currency Conversion service (hereinafter referred to as "MCC Service", the Merchant agrees to comply with the following terms and conditions:

13.1 The Merchant may accept payment for goods/services from the Payer in foreign currencies as determined by KBank under the MCC Service. KBank may add other foreign currencies to the MCC Service, and the Merchant shall conduct PR campaign to promote the MCC Service among customers. There are now nine currencies available under the MCC Service.

Currencies accepted for payment via MCC		
1. US Dollar	4. Pound sterling	7. Hong Kong Dollar
2. Euro	5. Australian Dollar	8. Singapore Dollar
3. Japanese Yen	6. New Zealand Dollar	9. Swiss Franc

13.2 Every time the merchant accepts payment via MCC Service through an EDC machine from the Payer. When the merchant entered the amount of foreign currency that the payer prefers to use. The payer will be charged through the bank's EDC machine on the screen showing the payment amount for the goods/services in foreign currency as notified by the merchant. The bank will pay the merchant according to the price of the goods/services under the following conditions

13.2.1 If the Merchant accepts payment in the same currency as the amount credited into the Merchant's account, KBank shall pay to the Merchant the net amount less Merchant Discount Rate (MDR) fee per transaction, calculated from the amount of goods/services in the currency accepted by the Merchant including VAT.

13.2.2 If the Merchant accepts payment in a different currency from the amount credited into the Merchant's account which is a Baht account, KBank shall pay to the Merchant the net amount in Baht, using the "Export Sight Bill of Buying Rate" most recently quoted by KBank on the account credit date, less MDR fee per transaction, calculated from the amount of goods/services in the currency of the Merchant's account, including VAT.

13.2.3 If the Merchant accepts payment in a different currency from the amount credited into the Merchant's account which is not a Baht account, KBank shall pay to the Merchant the net amount in the currency of the Merchant's account, using the "against USD (VISA Buying Rate)", less MDR fee rate per transaction, calculated from the amount of goods/services in the currency of the Merchant's account, including VAT.

13.3 If goods are later returned or payment is rejected by the Payer or a commercial bank and/or a card issuing company or institution, wherein the Merchant is required to reimburse KBank, the Merchant agrees to allow KBank to debit the Merchant's account, based on the amount of goods/services in currency accepted by the Merchant, using the exchange rate most recently quoted by KBank on the account debit date, including VAT, in order to return the sum which KBank has already credited into the Merchant's account.

13.4 If the Payer uses a card that accepts a currency other than currencies determined by KBank per **Item 13.1 of the Agreement on Card Payment Acceptance**, the EDC machine will automatically display only the amount in Baht.

13.5 If the acceptance of payment for goods/services via MCC Service has technical difficulties or the difficulties are in the process of being resolved, the Merchant may accept payment for goods/services in Baht per the method and conditions for acceptance of payment for goods/services provided by KBank.

14. In case the Merchant applies for card acceptance with **KBANK Smart Pay**, a cooperative arrangement between KBank and the Merchant enabling the Payer who holds a KBank card of the type determined by KBank to pay for Bill Payment in installments through their card to

participating stores, monthly credit limit and installment fee shall be determined for each Payer by KBank and/or the Merchant. The Merchant agrees to perform in accordance with the following terms and conditions:

14.1 The Merchant authorizes KBank to collect Bill Payment from the Payer; and KBank shall credit such payments to the account specified in the Application for Bill Payment to the Merchant in full. However, KBank agrees to allow the Payer to make installment payments for the purchase of goods and/or services via debiting of the Payer's card account.

14.2 If the Payer lodges a protest and presents credible evidence leading KBank to believe that the Payer did not make said purchase of goods/services from the Merchant, or denies having submitted the request asking KBank to debit the account specified in the application for an installment payment request, and KBank has already credited the Merchant's account, the Merchant agrees to reimburse such funds to KBank immediately. In this case, the Merchant agrees that KBank is not required to reimburse previously-charged fees to the Merchant.

14.3 In case the Merchant receives sales promotions via support and/or assistance in monthly installment fee payment from an individual and/or a juristic person supplying goods/services distributed by the Merchant, and the individual and/or juristic person has an agreement with KBank to pay monthly installment fees on behalf of the Merchant, Kbank shall credit Bill Payment to the account specified in the Application without deducting said fees. Kbank shall instead collect the monthly installment fees from the individual and/or the juristic person. In case the individual and/or the juristic person cancels the said sales promotion, such sales promotions via support and/or assistance in monthly installment fee payment shall be terminated; and the Merchant shall instead pay the monthly installment fee to Kbank at the rate agreed upon by Kbank with the individual and/or juristic person.

15. If the Merchant applies for a **mail/email/fax/tele order service** and requests that KBank collect Bill Payment from the Payer per the order of goods/services the Merchant receives from the Payer via postal mail, email, fax, telephone and/or other channels to be determined by KBank in the future, the Merchant agrees to comply with the following terms and conditions:

15.1 The Merchant can accept Bill Payment by requiring the Payer to provide details of the mail/email/fax/tele order in the purchase order form, which must have a minimum number of items required by KBank, and the Payer is required to send the purchase order form to the Merchant by postal mail, email, fax, telephone and/or other channels to be determined by KBank in the future.

15.2 The Merchant is always required to obtain an approval for a limit from KBank prior to undertaking any transaction and must request approval for a limit at the same value as the goods/services ordered from KBank through an automatic system, which requires the Merchant to enter a code via the Card Accepting Machine or other methods determined by KBank.

15.3 If KBank has examined the order of goods/services and found that the required details are not complete, or the Payer did not sign the order form, or there is no approval code for the sales limit, or there is reason to suspect that the purchase order form of goods/services is not intended for the actual purchase of goods/services by the Payer, and if the total amount of the purchase order of goods/services is very high, the Merchant agrees to authorize KBank to take actions per **Item 11 of the Agreement on Card Payment Acceptance**.

15.4 The Merchant agrees that acceptance of Bill Payment via **mail/email/fax/tele order service** is a card-not-present transaction (the value is not read from a magnetic strip or dip chip), which is not checked by the Verified by VISA and/or MasterCard SecureCode and/or J Secure system of the Card Scheme Provider. In addition, although the Merchant has received an approval for the limit via the Card Accepting Machine, and KBank has credited the deposit account as specified in this Application, the Payer is entitled to refuse the purchase order of goods/services, and the Merchant shall be responsible for the Payer's action in all respects without any objection under the regulations of the Card Scheme Provider. Therefore, if KBank cannot collect the payment per the purchase order of goods/services, the Merchant agrees to authorize KBank to immediately reimburse the payment to the Payer in full per the amount shown in the purchase order form of goods/services, and the Merchant shall immediately reimburse such payment to KBank.

15.5 Any Merchants engaged in the hotel, resort and lodging businesses are required to take the following actions.

15.5.1 If the Payer does not show up, the Merchant is entitled to charge the room rate to the Payer for only one night.

15.5.2 Once the Payer checks in at the Merchant's establishment, the Merchant is required to fully examine the validity of the Payer's Card and determine whether or not the Payer is the rightful owner of the Card, that the number of the Card corresponds with the number of the Card used for booking, and that the name of the Payer corresponds with the name on the Card, all prior to processing the transaction. The examination methods are set out in the merchant manual, and methods for card acceptance are in the Card Accepting Machine manual given to the Merchant by KBank. The Merchant is required to process pre-authorization on the Payer's Card.

15.6 If the Merchant cancels the mail/email/fax/tele order service or rescinds the status of being the Merchant with KBank, the Merchant is required to take the following actions:

15.6.1 The Merchant is required to submit all sales slips processed over the past 13 months to KBank, and KBank shall consider cancelling the use of the deposit account required as collateral after six months under the regulations of the Card Scheme Provider and KBank.

15.6.2 If the Merchant fails to submit sales slips or only partially submits sales slips, KBank shall consider cancelling the use of deposit account required as collateral after 13 months under the regulations of the Card Scheme Provider and KBank.

16. If this Agreement is rescinded for whatever reason, the Merchant agrees to comply with **Items 1.24 and 1.30 of the General Terms and Conditions** for another 18 months following the expiry date of this Agreement or another period of time as KBank deems appropriate so that KBank has sufficient time to collect sales slips and/or any document/evidence, which has not been fully collected and/or paid by the Merchant, as well as liabilities, damages and/or other expenses held by or to be held by the Merchant, to KBank under this Agreement.

Agreement for Payment Acceptance with Funds Transfer

1. The Merchant shall accept Bill Payment from the Payer with funds transfer. The Payer may prepare an instruction for funds transfer, and/or make Bill Payment by debiting the Payer's deposit account held with the Funds Transfer Service Provider, or prepare an instruction for funds transfer and/or make Bill Payment by debiting the Payer's deposit account held with the Funds Transfer Service Provider via devices/channels of KBank per the details as determined by KBank.

2. The Merchant shall notify the Payer of the prices of goods/services in Thai Baht.

3. The Merchant shall submit the information of goods/services, as well as Bill Payment information to KBank via one of the following methods:

3.1 The Payer shall present Bill Payment information and the Payment Code indicating Bill Payment information required by KBank for the Merchant to read the Payment Code, or

3.2 The Merchant shall present Bill Payment information and the Payment Code indicating the Bill Payment information required by KBank for the Payer to read the Payment Code, or

3.3 The Merchant shall present the information of the shop/goods on K SHOP Service or the Electronic Platform determined by KBank to allow the Payer to choose and make Bill Payment with funds transfer.

3.4 The Merchant shall generate a link by providing details of payment for goods/services and taking actions per the steps and conditions as determined by KBank via API in accordance with the established formats and methods. The Merchant shall send the link to the Payer via the channel as earlier agreed upon with the Payer, and the Payer shall confirm the card data in the link in order to process the payment transaction.

4. The Merchant agrees and accepts that KBank has no duty to examine the accuracy and completeness of any information, including (but not limited to) Bill Payment information and the information provided by the Merchant/Payer.

5. Methods and details for transfer of total Bill Payment acceptance amount with funds transfer are specified in the "**Settlement Table**".

6. Once the Payer has processed Bill Payment and the Funds Transfer Service Provider has debited the Payer's deposit account per the amount processed by the Payer, KBank shall park such funds in KBank's account; thereafter crediting the funds into the deposit account as specified in the Application in accordance with the conditions set forth in the "**Settlement Table**".

7. If the Merchant wishes to void a transaction, the Merchant agrees to do as follows:

(1) If Bill Payment is made after 12:00 midnight until 11:00 p.m., the Merchant shall void the transaction before the request for transfer of Bill Payment amount is submitted and within the cut-off time specified in the "**Settlement Table**".

(2) If Bill Payment is made after 11:00 p.m. until 12:00 midnight, the Merchant shall void the transaction before the request for transfer of Bill Payment amount is submitted and within 12:00 midnight of the Bill Payment transaction date. If the Merchant wishes to void the transaction after 12:00 midnight of Bill Payment transaction date, the Merchant shall reimburse the Payer directly.

The Merchant can void the transaction under the following conditions:

7.1 If the Payer generates the Payment Code for accepting Bill Payment transaction, the Payer can void the instruction for transfer and/or Bill Payment that has been debited from the Payer's deposit account held with KBank, other commercial banks or other institutions acting as the Funds Transfer Service Provider.

7.2 If the Merchant generates the Payment Code for accepting Bill Payment transaction, the Merchant can void only the instruction of transfer and/or Bill Payment that has been debited from the Payer's deposit account held with KBank. If the Merchant wishes to void the transaction of the deposit account held with other commercial banks or other institutions acting as the Funds Transfer Service Provider, the Merchant shall reimburse the Payer directly.

7.3 Once KBank receives the void request, KBank shall issue a void and transfer the same amount back to the Payer.

8. The Merchant agrees that refund cannot be made in any case, and the Merchant shall reimburse the Payer directly.

Agreement for Payment Acceptance with e-wallet

1. The Merchant shall accept Bill Payment with e-wallet from the Payer who is a member of an e-Wallet Service Provider via devices/channels of KBank per the conditions and details as determined by KBank.

2. The Merchant must not accept Bill Payment with e-wallet of Alipay and/or Tenpay (WeChat) for goods/services specified in the "Prohibited Goods/Services" table as shown below:

Prohibited Goods/Services - Alipay	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
1. Information endangering national security, including promoting terrorist and extremist organizations, subversion of state power, and disseminating state secrets	ข้อมูลที่เป็นอันตรายต่อความมั่นคงของชาติรวมถึงการส่งเสริมองค์กรก่อการร้าย และกลุ่มหัวรุนแรงการโค่นล้มอำนาจรัฐและการเผยแพร่ความลับของรัฐ
2. Discriminatory or degrading information related to race, gender, religion, region, etc.	ข้อมูลที่เป็น การเลือกปฏิบัติหรือทำให้เสื่อมเสียที่เกี่ยวข้องกับเชื้อชาติ, เพศ, ศาสนา, ภูมิภาค ฯลฯ
3. Pornographic and/or vulgar audio visual products, pictures, channels, and publications	สื่อ สิ่งพิมพ์ภาพและเสียงที่เกี่ยวข้องกับสิ่งลามกอนาจาร
4. Pornographic and/or vulgar erotic services (including but not limited to sex chatting and prostitution)	บริการลามกอนาจารรวมถึงการสนทนาทางเพศและการค้าประเวณี
5. Oral or external aphrodisiac products that can cause others to temporarily lose resistance and/or consciousness	ผลิตภัณฑ์เสริมสมรรถภาพทางเพศ ที่อาจทำให้สูญเสียสติสัมปชัญญะชั่วคราว ทั้งแบบรับประทานและใช้ภายนอก
6. Gambling	บริการพนัน
7. Lottery	ล็อตเตอรี่
8. Gambling devices and accessories	อุปกรณ์การพนันและอุปกรณ์เสริม
9. Narcotics and related accessories and paraphernalia	ยาเสพติดรวมถึงเครื่องมือและอุปกรณ์ที่เกี่ยวข้อง
10. Anaesthetic and psychotropic drugs	ยาชา ยารักษาโรคทางระบบประสาทและจิตเวช
11. Weapons of all types (including but not limited to knives, firearms, firearm parts and accessories, replica weapons, ammunition and explosives)	อาวุธทุกประเภท (รวมถึง แต่ไม่จำกัดเพียง มีดสั้น, อาวุธปืน, ชิ้นส่วนอาวุธปืน และอุปกรณ์เสริม, อาวุธจำลอง, กระสุนปืนและวัตถุระเบิด)
12. Military, defence or police equipment	อุปกรณ์ทางทหารหรือตำรวจและเครื่องป้องกัน
13. Poisonous or hazardous chemicals	สารเคมีที่เป็นพิษหรือเป็นอันตราย
14. Explosives and explosive devices	วัตถุระเบิดและอุปกรณ์การทำระเบิด
15. Flammable and explosive chemicals	สารเคมีที่ไวไฟและระเบิดได้
16. Radioactive materials	วัตถุดิบกัมมันตภาพรังสี
17. Asbestos and products containing asbestos	แร่ใยหินและผลิตภัณฑ์ที่มีแร่ใยหิน
18. Ozone depleting materials	วัตถุดิบที่ทำลายชั้นบรรยากาศโอโซน
19. Highly toxic pesticides	สารเคมีกำจัดศัตรูพืชที่มีระดับความเป็นพิษสูง
20. Fireworks and firecrackers	ดอกไม้ไฟและพลุ

Prohibited Goods/Services - Alipay	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
21. Medical toxic drugs, radiopharmaceuticals and special pharmaceutical products	ยาที่มีพิษ, เภสัชภัณฑ์และผลิตภัณฑ์ยาพิเศษ
22. Aphrodisiacs, diet pills and health products containing prohibited ingredients	ผลิตภัณฑ์เสริมสมรรถภาพทางเพศ, ยาลดน้ำหนักและผลิตภัณฑ์เพื่อสุขภาพที่มีส่วนผสมของสารต้องห้าม
23. Fetal gender determination products or services	ผลิตภัณฑ์หรือบริการเพื่อกำหนดเพศทารกในครรภ์
24. Surrogacy services	บริการรับตั้งครรภ์แทน
25. Online sale of prescription medicines	การขายยาควบคุมพิเศษที่ต้องใช้ใบสั่งแพทย์ออนไลน์
26. Online sale of medical services, including vaccination, medical consulting, hypnotherapy, plastic surgery, nutriology, massage	บริการทางการแพทย์แบบออนไลน์ รวมทั้ง การฉีดวัคซีน การให้คำปรึกษาทางการแพทย์ การสะกดจิตบำบัด การทำศัลยกรรมพลาสติก โภชนวิทยาและการนวด
27. COVID-19 test kits	ชุดอุปกรณ์ตรวจโควิด-19
28. Online sale of tobacco including cigarettes	การขายบุหรี่และยาสูบผ่านระบบออนไลน์
29. Online sale of electronic cigarettes, electronic cigarette liquids	การขายบุหรี่ไฟฟ้าและน้ำยาบุหรี่ไฟฟ้าผ่านระบบออนไลน์
30. Online sale of tobacco-making material and machineries	การขายวัตถุดิบรวมถึงเครื่องทำบุหรี่และยาสูบผ่านระบบออนไลน์
31. Human organs, body parts and remains	อวัยวะ ชิ้นส่วนและซากศพของมนุษย์
32. Protected species	สัตว์และพืชที่ได้รับการคุ้มครอง
33. Seeds	เมล็ดพันธุ์พืช
34. Archaeological and cultural heritage relics	โบราณวัตถุและที่เกี่ยวข้องกับวัฒนธรรมประเพณี
35. Trading in tax invoices issued within the PRC	การซื้อขายใบกำกับสินค้าที่ออกในสาธารณรัฐประชาชนจีน
36. Counterfeit currency	สกุลเงินปลอม
37. Trading or distribution of currency (both RMB and foreign currencies including crypto-currencies)	การซื้อขายหรือจัดจำหน่ายสกุลเงิน (ทั้ง RMB, เงินตราต่างประเทศ รวมไปถึงสกุลเงินคริปโต)
38. Antiques and artwork	โบราณวัตถุและงานศิลปะ
39. Banking products and services (including all types of loans)	ผลิตภัณฑ์และบริการทางธนาคาร (รวมถึงบริการเงินกู้ทุกประเภท)
40. Insurance products and platforms	ผลิตภัณฑ์และแพลตฟอร์มประกันภัย
41. Stocks and securities	หุ้นและหลักทรัพย์
42. Mutual Funds	กองทุนรวม
43. Pawn services	บริการรับจำนำ
44. Illegal sale of financial information (e.g. bank accounts, bank cards)	การขายข้อมูลทางการเงินที่ผิดกฎหมาย (เช่น บัญชีธนาคาร บัตรธนาคาร)
45. Sale of payment acceptance terminals	การขายผลิตภัณฑ์รับชำระเงิน
46. Trading or sale of virtual currencies (e.g. Bitcoin, Litecoin)	การซื้อขายหรือขายสกุลเงินเสมือนจริง (เช่น บิทคอยน์, ลิตคอยน์)
47. Cashback from Alipay account	เครดิตเงินคืนจากบัญชีของ Alipay
48. Illegal or unregistered fund-raising activities	กิจกรรมระดมทุนที่ผิดกฎหมายหรือไม่จดทะเบียน
49. Pyramid schemes and multi-level marketing	แผนพีระมิดและการตลาดแบบหลายระดับ
50. Rebate or cashback services	การคืนเงิน หรือบริการคืนเงิน
51. Foreign exchange services	บริการแลกเปลี่ยนเงินตราต่างประเทศ
52. Gold investment	การลงทุนทองคำ

Prohibited Goods/Services - Alipay	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
53. Peer to peer (P2P) lending services	บริการให้สินเชื่อโดยตรงระหว่างผู้ให้สินเชื่อและผู้ขอสินเชื่อผ่านแพลตฟอร์มออนไลน์ (P2P)
54. Crowd funding	การระดมทุนสาธารณะผ่านเครือข่ายอิเล็กทรอนิกส์
55. Multi-purpose stored value cards	บัตรเงินสดอิเล็กทรอนิกส์
56. Other financial products and intermediary services (e.g. guarantee and trust services)	ผลิตภัณฑ์ทางการเงินอื่น ๆ และบริการสื่อกลางต่าง ๆ (เช่น การค้ำประกันและบริการสินเชื่อ)
57. Software or products related to trading of financial products and investment information	ซอฟต์แวร์หรือผลิตภัณฑ์ที่เกี่ยวข้องกับการซื้อขายผลิตภัณฑ์ทางการเงินและข้อมูลด้านการลงทุน
58. Espionage equipment and accessories	อุปกรณ์จารกรรม
59. Services or products that infringe personal privacy (e.g. online activity monitoring)	บริการหรือผลิตภัณฑ์ที่ละเมิดความเป็นส่วนตัว (เช่น การสืบดูกิจกรรมออนไลน์)
60. Malwares, hacking services or accessories	มัลแวร์ บริการหรืออุปกรณ์ที่เกี่ยวข้องกับการเจาะเข้าไปรบกวนคอมพิวเตอร์อย่างผิดกฎหมาย
61. Illegal tools (e.g. lock picking tools and accessories)	เครื่องมือและอุปกรณ์ที่ผิดกฎหมาย (เช่น อุปกรณ์สะเดาะกุญแจและอุปกรณ์อื่น)
62. Descramblers and other items that can be used to gain unauthorized access to television programming (such as satellite and cable TV)	ตัวถอดสัญญาณและอุปกรณ์ที่สามารถใช้ในการเข้าถึงรายการโทรทัศน์โดยไม่ได้รับอนุญาต (เช่น ทีวีดาวเทียมและเคเบิลทีวี)
63. VPN service	บริการ VPN (เครือข่ายส่วนตัวเสมือน)
64. Mass distribution equipment, software and services	การจัดจำหน่ายอุปกรณ์, บริการและซอฟต์แวร์แบบขายส่ง
65. Illegal publication of certificates or carving of stamps	การออกใบรับรอง หรือตราประทับรับรองที่ผิดกฎหมาย
66. Services to facilitate plagiarism and examination fraud	บริการที่เอื้อต่อการละเมิดทรัพย์สินทางปัญญาโดยการคัดลอกวรรณกรรมและการโกงการสอบ
67. Personal privacy information and corporate internal data	ข้อมูลส่วนบุคคลและข้อมูลภายในของบริษัท
68. Debt collection services	บริการทวงหนี้
69. Goods or services used to improperly obtain traffic or popularity	สินค้าหรือบริการที่ใช้เพื่อให้ได้มาซึ่งการเข้าชมหรือความนิยมอย่างไม่เหมาะสม
70. Real estate (including intermediaries)	อสังหาริมทรัพย์ รวมถึงนายหน้า ตัวแทน
71. Crude oil	น้ำมันดิบ
72. Sale of animals, plants or products with contagious and hazardous diseases	การขายสัตว์ พืช หรือสิ่งที่มีโรคติดต่อและเป็นอันตราย
73. Sale of animals, plants or products originating from areas declared with an epidemic outbreak of contagious diseases	การขายสัตว์ พืช หรือผลิตภัณฑ์ที่มาจากพื้นที่ที่มีการแพร่ระบาดของโรคระบาด
74. Smuggled goods	สินค้าลักลอบนำเข้า
75. Counterfeit or replica products	สินค้าลอกเลียนแบบหรือสินค้าปลอม
76. Lucky draws	การชิงโชค
77. Cross-border marriage agency	ตัวแทนจัดหาคู่ข้ามชาติ
78. Sale, resale or distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)	การขาย การขายซ้ำหรือจัดจำหน่ายบัตรเข้าชมโดยไม่มีใบอนุญาต (เช่น งานแข่งขันกีฬาโอลิมปิก หรือตั๋ว World Expo)
79. All religious websites, publications or accessories	เว็บไซต์ที่เกี่ยวข้องกับศาสนา สื่อสิ่งตีพิมพ์หรือสิ่งอื่นใดที่เกี่ยวข้อง
80. Online cemeteries and ancestry worshipping	สุสานออนไลน์และการบูชาบรรพบุรุษ
81. Immigration services (including agents and intermediaries)	บริการเกี่ยวกับคนเข้าเมือง (รวมถึงไปนายหน้าและตัวแทนต่าง ๆ)
82. Auction sites and services	บริการการประมูล

Prohibited Goods/Services - Alipay	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
83. Superstition services (e.g. Feng Shui, fortune-telling or tarot divination services)	บริการทางความเชื่อ (เช่น บริการด้านฮวงจุ้ย, ดูดวง หรือการทำนายโชคชะตาด้วยไพ่ทาโรต์)
84. Sale of brand new or second hand cars, ships and aircrafts (excluding accessories)	การขายรถยนต์หรือรถยนต์มือสอง เรือและเครื่องบิน (ยกเว้นอุปกรณ์เสริม)
85. Webcast and live streaming services (being activities that release real-time information to the public in the form of video, audio, graphics and words via internet (excluding sale of goods via webcasting on e-commerce platforms))	บริการถ่ายทอดสดผ่านเว็บไซต์และช่องทางต่างๆ (กิจกรรมที่เผยแพร่ข้อมูลแบบเรียลไทม์สู่สาธารณะผ่านระบบอินเทอร์เน็ต ทั้งในรูปแบบวิดีโอ เสียง รูปภาพ และคำพูด (ยกเว้นการถ่ายทอดสดขายสินค้าบนแพลตฟอร์มอีคอมเมิร์ซ))
86. Charitable donations, free gifts and aid funds (excluding transactions with consideration)	การบริจาคเพื่อการกุศล ของที่ให้โดยไม่มีการตอบแทน และกองทุนสงเคราะห์ (ยกเว้นรายการที่ผ่านการพิจารณาแล้ว)
87. Other goods or services that violate relevant PRC laws and regulations or adversely affect the reputation of the Ant Group	สินค้าหรือบริการอื่น ๆ ที่ละเมิดกฎหมายและข้อบังคับของสาธารณรัฐประชาชนจีนที่เกี่ยวข้องหรือส่งผลเสียต่อชื่อเสียงของอาลีบาบา กรุ๊ป
Prohibited Goods/Service - Tenpay (WeChat Pay)	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
1. Payday loans	เงินกู้ระยะสั้น
2. Stock and securities	หุ้นและหลักทรัพย์
3. Mutual Funds	กองทุนรวม
4. Insurance products and services	ผลิตภัณฑ์และบริการประกันภัย
5. Financial products and services, including trusts or asset management services, or products and services associated with the sale of traveler's checks, money orders or foreign currency	ผลิตภัณฑ์และบริการทางการเงิน รวมถึงทรัสต์ หรือบริการจัดการสินทรัพย์ หรือผลิตภัณฑ์และบริการที่เกี่ยวข้องกับการขายเช็คเดินทาง ธนาคาณัติ หรือเงินตราต่างประเทศ
6. Foreign exchange services or check cashing businesses	บริการแลกเปลี่ยนเงินตราต่างประเทศ หรือธุรกิจรับแลกเช็ค
7. Peer to peer (P2P) lending services	บริการให้สินเชื่อโดยตรงระหว่างผู้ให้สินเชื่อและผู้ขอสินเชื่อผ่านแพลตฟอร์มออนไลน์ (P2P)
8. Payment by installments service	การชำระโดยบริการผ่อนชำระ
9. Items that are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card	รายการที่เกี่ยวข้องกับการซื้อประกันแบบบำนาญ (annuities) หรือสัญญาลอตเตอรี่ ระบบการผ่อนจ่าย* การธนาคารนอกประเทศ หรือธุรกรรมเพื่อให้ผู้หรือรีไฟแนนซ์หนี้จากบัตรเครดิต *หมายถึง การวางมัดจำของซื้อสินค้า ซึ่งคือระบบการซื้อสินค้าโดยการจ่ายเงินมัดจำจำนวนหนึ่งเพื่อจองสินค้านั้นไว้ และจะได้สินค้าก็ต่อเมื่อได้จ่ายเงินครบทั้งหมดแล้ว
10. Trading or distribution of currency (both CNY and foreign currencies)	การซื้อขายหรือจัดจำหน่ายสกุลเงิน (ทั้งเงินหยวน และเงินตราต่างประเทศ)
11. Pornographic or obscene audio-visual products, channels and publications	สื่อลามกอนาจาร ทั้งสิ่งพิมพ์ ภาพและเสียง
12. Pornographic or obscene items, adult businesses or adult-related services, including escort services, adult massage, or other adult-entertainment services, adult performer regardless of sexual orientation	สื่อลามกอนาจาร ธุรกิจสำหรับผู้ใหญ่หรือบริการที่เกี่ยวข้องกับผู้ใหญ่ รวมถึงบริการเพื่อนเที่ยว การนวดสำหรับผู้ใหญ่ หรือบริการความบันเทิงอื่นๆ สำหรับผู้ใหญ่ นักแสดงหนังสำหรับผู้ใหญ่ โดยไม่คำนึงถึงรสนิยมทางเพศ

Prohibited Goods/Service - Tenpay (WeChat Pay)	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
13. Gambling or betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites and wagers at races	การพนันหรือการเดิมพัน รวมถึงลอตเตอรี่ ชิปเกมคาสิโน การเดิมพันนอกเส้นทาง การเป็นสมาชิกบนเว็บไซต์อินเทอร์เน็ตที่เกี่ยวข้องกับการพนันและการเดิมพันในการแข่งขัน
14. Illegally sold drugs, alcohol, or drug paraphernalia or other products that might present a risk to consumer safety	การขายยาโดยไม่มีอำนาจตามกฎหมาย เครื่องดื่มแอลกอฮอล์ที่ไม่ถูกกฎหมาย หรืออุปกรณ์การเสพยาหรือผลิตภัณฑ์อื่น ๆ ที่เสี่ยงต่อความปลอดภัยของผู้บริโภค
15. Products or services that are marketed or advertised using deceptive or unfair sales practices	ผลิตภัณฑ์หรือบริการที่ทำการตลาดหรือโฆษณาโดยใช้วิธีการขายที่หลอกลวงหรือไม่เป็นธรรม
16. Ammunition, firearms, or certain firearm parts or accessories, including but not limited to military or police equipment	เครื่องกระสุนอาวุธปืนหรือชิ้นส่วนอาวุธปืนหรืออุปกรณ์เสริม รวมถึงแต่ไม่จำกัดเพียงอุปกรณ์ในทางการทหารหรือตำรวจ
17. Consumer Credit Reporting Agencies	ตัวแทนรายงานข้อมูลเครดิตผู้บริโภค
18. Sales of personal information (e.g. identity card information)	การขายข้อมูลส่วนบุคคล (เช่น ข้อมูลบัตรประจำตัวประชาชน)
19. Services or products that infringe on personal privacy (e.g. online activity monitoring)	บริการหรือผลิตภัณฑ์ที่ละเมิดความเป็นส่วนตัว (เช่น การสืบดูกิจกรรมออนไลน์)
20. Sales of valid or synthetic government IDs and documents	การขายข้อมูลและเอกสารไม่ว่าจะจริงหรือเท็จของรัฐบาล
21. Credit protection or identity theft protection services	บริการคุ้มครองสินเชื่อหรือป้องกันการโจรกรรมเอกลักษณ์บุคคล
22. Illegal sale of financial information (e.g. bank accounts, bank cards)	การขายข้อมูลทางการเงินที่ผิดกฎหมาย (เช่น บัญชีธนาคาร บัตรธนาคาร)
23. Rare wildlife (living things), Rare wildlife products (specimens, etc.)	สัตว์ป่าหายาก (สิ่งมีชีวิต) ผลิตภัณฑ์จากสัตว์ป่าหายาก (ตัวอย่าง ฯลฯ)
24. Smuggled goods	สินค้าลักลอบนำเข้า
25. Human organs	อวัยวะมนุษย์
26. Virtual Currencies	สกุลเงินเสมือน
27. Tobacco products (online)	ขายผลิตภัณฑ์ยาสูบ (ออนไลน์)
28. Trading or sale of digital or crypto- currencies (e.g. Bitcoin, Litecoin)	การซื้อขายหรือการขายสกุลเงินดิจิทัลหรือสกุลเงินคริปโต (เช่น บิทคอยน์, ไลท์คอยน์)
29. Certain weapons or knives regulated under Applicable Law	อาวุธหรือมีดบางชนิดที่มีกฎหมายควบคุม
30. Poisonous or hazardous chemicals	สารเคมีที่เป็นพิษหรือสารเคมีที่เป็นอันตราย
31. Counterfeit goods or currency	สินค้าปลอมแปลงหรือสกุลเงินปลอม
32. Counterfeit or replica food products	ผลิตภัณฑ์อาหารลอกเลียนแบบหรืออาหารปลอม
33. Antiques and arts, Antique reproduction shops	โบราณวัตถุและงานศิลปะ และร้านขายสินค้าของโบราณ
34. Precious metals and rare earth minerals	โลหะมีค่า และแร่โลหะหายาก
35. Crude oil, Petroleum and Petroleum Products	น้ำมันดิบ ปิโตรเลียม และผลิตภัณฑ์ปิโตรเลียม
36. Boat dealers, Car Sales	ตัวแทนจำหน่ายเรือ การขายรถ
37. Pawn Shops and Salvage Yards	ร้านจำนำ และร้านขายอะไหล่เก่า
38. Software or products related to trading of financial products and information	ซอฟต์แวร์หรือผลิตภัณฑ์ที่เกี่ยวข้องกับการซื้อขายผลิตภัณฑ์และข้อมูลทางการเงิน

Prohibited Goods/Service - Tenpay (WeChat Pay)	
Type of business (English)	ประเภทธุรกิจ (ภาษาไทย)
39. Virtual Private Network, Virtual Private Server	เครือข่ายส่วนตัวเสมือน เซิร์ฟเวอร์ส่วนตัวเสมือน
40. Cash disbursement services from credit funding sources (e.g. credit cards)	การถอนเงินสดจากแหล่งเงินทุนเครดิต (เช่น บัตรเครดิต)
41. Rebate or cashback services	บริการการส่วนลดหรือเครดิตเงินคืน
42. Products or services that process pop-ups or contain, promote, reference or link to any spyware, malware, virus, back-door, drop dead device or other program installation	ผลิตภัณฑ์หรือบริการที่ประมวลผลป๊อปอัพ หรือมี สนับสนุน อ้างอิงหรือเชื่อมโยงไปยังสไปยาแวร์ มัลแวร์ ไวรัส แบ็คดอร์ โปรแกรมที่ทำให้อุปกรณ์หยุดทำงานรวมถึงการติดตั้งโปรแกรมอื่น ๆ
43. Real estate service	บริการอสังหาริมทรัพย์
44. Auction sites and services	บริการการประมูล
45. Pawn services	บริการการจำนำ
46. Collection agencies	บริษัททวงหนี้
47. Surrogacy services	บริการรับตั้งครรภ์แทน
48. Hacking services	บริการเจาะระบบ (hacking)
49. Safe deposit services	บริการตู้เงินฝาก
50. Legal services and attorneys	บริการทางกฎหมายและทนายความ
51. Accounting, auditing and bookkeeping services	บริการตรวจสอบบัญชีและการทำบัญชี
52. Counselling services — debt, marriage and personal	บริการให้คำปรึกษาเรื่องหนี้ การแต่งงาน และเรื่องส่วนตัว
53. Immigration Service	บริการตรวจคนเข้าเมือง
54. Timeshares	การซื้อขายสิทธิ์ในการใช้อสังหาริมทรัพย์ในช่วงเวลาที่กำหนด
55. Charitable and social service organizations	องค์กรการกุศลและบริการทางสังคม
56. Crowd funding	การระดมทุนสาธารณะ
57. Fund-raising activities	กิจกรรมระดมทุน
58. Court Costs, including Alimony and Child Support	ค่าธรรมเนียมศาล รวมถึงค่าเลี้ยงดูและค่าเลี้ยงดูบุตร
59. Bail and Bond Payments	การชำระเงินประกันและค่าธรรมเนียมประกันผู้ต้องหา
60. Civic, social and fraternal associations	สมาคมพลเมืองสังคมและภราดรภาพ
61. Items that support pyramid or Ponzi schemes, matrix programs or other “get rich quick” schemes or certain multi-level marketing programs	รายการที่สนับสนุนแผนธุรกิจพีระมิด หรือแชร์ลูกโซ่ โปรแกรมแม่ทริกซ์ แผนธุรกิจรายทันทีอื่น ๆ หรือธุรกิจเครือข่ายบางประเภท
62. Cashback from WeChat Pay account	เงินคืนจากบัญชี WeChat Pay
63. Illegal or unregistered fund-raising activities	กิจกรรมระดมทุนที่ผิดกฎหมายหรือไม่จดทะเบียน
64. Anesthetic, psychotropic or prescription medicine; illegal unregistered medicine	ยาชา ยารักษาโรคทางระบบประสาทและจิตเวช หรือยาตามใบสั่งแพทย์ ยาที่ไม่ขึ้นทะเบียนตามกฎหมาย
65. Any other category or payer that WeChat Pay may decide to prohibit, in its sole discretion for the purpose of risk control	หมวดหมู่อื่นๆ หรือผู้ชำระเงินที่ WeChat Pay ตัดสินว่าห้ามใช้ โดยดุลยพินิจของ WeChat Pay แต่เพียงผู้เดียว เพื่อวัตถุประสงค์ในการควบคุมความเสี่ยง
66. Any other category which may violate any applicable laws, statute, ordinance and/or regulations from time to time	หมวดหมู่อื่นๆใดที่อาจละเมิดกฎหมาย พระราชบัญญัติ พระราชกฤษฎีกาและ / หรือข้อบังคับใดๆ ที่เกี่ยวข้องเป็นครั้งคราว

3. The Merchant agrees and acknowledges that the Payer must have the following qualifications.

3.1 Be a member of the e-Wallet Service Provider and comply with all conditions specified by each e-Wallet Service Provider.

3.2 Must own a mobile phone and/or tablet and/or an electronic device equipped with an e-wallet payment system of the e-Wallet Service Provider, and having an internet signal that can accommodate Bill Payment via the e-wallet system of that e-Wallet Service Provider.

4. Every time the Merchant accepts Bill Payment via the e-Wallet Service Provider's system, the Merchant must undertake the following actions:

4.1 Ensure that the e-wallet has features as generally specified by KBank, and remains valid.

4.2 Notify the Payer of the prices of goods/services in Thai Baht.

4.3 Submit the information of goods/services, including details of Bill Payment to KBank to seek an approval of Bill Payment transaction from the e-Wallet Service Provider via any of the following methods:

4.3.1 The Payer shall present Bill Payment information and the Payment Code indicating Bill Payment information required by KBank for the Merchant to read the Payment Code, or

4.3.2 The Merchant shall present Bill Payment information and the Payment Code indicating Bill Payment information as required by KBank for the Payer to read the Payment Code.

4.3.3 The Merchant shall present the information of goods/services on K SHOP or the Electronic Platform as determined by KBank to allow the Payer to choose and make Bill Payment via e-wallet.

5. The Merchant agrees to accept that KBank has no duty to examine the correctness and completeness of any information, including (but not limited to) Bill Payment information and information obtained from the Payment Code provided by the Merchant/the Payer.

6. Methods and details for transfer of total payment acceptance amount with the use of the e-wallet are specified in the “**Settlement**” table.

7. Once the Payer has processed Bill Payment and the Merchant has sent a transfer request per the conditions set forth in the “**Settlement Table**”, KBank shall calculate the total Bill Payment amount and send Bill Payment acceptance information to the e-Wallet Service Provider. Thereafter, KBank shall credit the funds into the deposit account as specified in the Application in accordance with the conditions set forth in the “**Settlement Table**”.

8. The Merchant agrees that if the Payer makes Bill Payment with the e-wallet issued or jointly issued by KBank, and if the Merchant wishes to void the transaction, the Merchant shall do so via the channels determined by KBank before the request for transfer of Bill Payment amount is sent and within the cut-off time indicated in the “**Settlement Table**”. Upon receipt of the request to void the transaction, KBank will void it and transfer the funds of equal amount to the Payer. Nevertheless, if the Merchant wishes to void the transaction **after** the request for transfer of Bill Payment amount has been submitted, or after the cut-off time (if the request for transfer of Bill Payment amount is not submitted) or the Merchant wishes to issue a refund, the Merchant shall reimburse that payment directly to the Payer.

If the Payer makes Bill Payment via the e-wallet issued or jointly issued by other commercial banks and/or other companies or institutions which are the e-Wallet Service Providers other than Alipay and Tenpay, and if the Merchant wishes to void a transaction or issue a refund, the Merchant shall reimburse that payment directly to the Payer.

If the Payer makes Bill Payment via the e-wallet issued or jointly issued by Alipay and Tenpay and if the Merchant wishes to void the transaction or issue a refund, or the Merchant later gives a discount on prices of goods/services, the Merchant agrees that it shall not reimburse the Payer in cash, cheque and/or other debt instruments, but shall instead produce a credit voucher in accordance with the form determined by KBank and send it to KBank, and agrees to pay the amount which KBank has paid and/or credited into the Merchant’s deposit account, or authorizes KBank to debit the deposit account specified in the Application or any other accounts to be later changed by the Merchant, and/or any other accounts held by the Merchant/Account Owner with KBank to reimburse the e-Wallet Service Provider, who will refund the Payer. In this case, the Merchant shall inform the Payer to do so within 90 days of the date the goods/services are purchased, and the Merchant agrees that KBank shall in no event reimburse any fee that KBank has already collected from the Merchant. If the Merchant does not want to accept the return of goods purchased or agreed to be purchased by the Payer, the Merchant is required to clearly indicate “**NO REFUND**” or another message having the same meaning on every receipt, and post such a sign so that the Payer knows of the Merchant’s no refund policy.

Agreement for K Point Program

1. The Merchant may accept K Points from the Payer as a discount on Bill Payment via devices/channels per the conditions and details determined by KBank.

2. Whenever K Points are accepted, the Merchant shall take the following actions:

2.1 The Merchant informs the Payer of prices of goods/services in THB

2.2 The Merchant sends the data on goods/services including the use of K Points to KBank to request approval for discount on Bill Payment from the K Point Service Provider by using one of the following methods:

2.2.1 For K Points redeemed via the Card Accepting Machine:

2.2.1.1 The Payer shall swipe or insert the Card at the Card Accepting Machine.

2.2.1.2 The Merchant shall show the data of Bill Payment and Payment Code indicating Bill Payment information as determined by KBank to allow the Payer to read the Payment Code (acceptance of K Points as discount on Bill Payment through this method is regarded as Bill Payment via funds transfer, which shall be subject to the Agreement for Payment Acceptance with Funds Transfer).

2.2.2 For K Points redeemed via K SHOP (acceptance of K Points as discount on Bill Payment through this method is regarded as Bill Payment via funds transfer, which shall be subject to the Agreement for Payment Acceptance with Funds Transfer):

2.2.2.1 The Merchant shall present the information of Bill Payment and Payment Code indicating Bill Payment information as determined by KBank to allow the Payer to read the Payment Code.

2.2.2.2 The Merchant shall present the information of the Merchant/goods on K SHOP or the Electronic Platform determined by KBank to allow the Payer to choose and use K Points for Bill Payment.

3. The Payer can use K Points as discount on Bill Payment. The rate for redemption of K Points is as follows:

3.1 Every 1,000 K Points can be redeemed as a 100 Baht discount.

3.2 K Points equal to the total purchase amount can be redeemed as a 10 percent discount.

3.3 K Points can be redeemed as discount at the rate as earlier agreed upon by KBank and its business partners (only for cases where the Merchant accepts the Card jointly issued by KBank and its business partner).

If the rate for redemption of K Points as discount on Bill Payment is not in accordance with details specified in Item 3.1 and/or 3.2 of the Agreement on K Points, the Merchant shall enter into an additional agreement per the format and procedure as determined by KBank, and the agreement shall be regarded as an integral part hereof. KBank shall credit the deposit account as specified in the Application per the amount calculated per the rate stated above, less withholding tax and VAT (if any), in accordance with the format and procedure as determined by KBank.

4. After redeeming K Points as discount, and the Payer is required to pay an additional amount for the difference between the prices of goods/services and the discount, the Payer may pay for the difference via the Payment Tool as determined by KBank until it is fully paid.

5. The Merchant shall be prohibited from accepting K Points as discount on payment for alcoholic drinks or alcohol-mixed drinks and/or goods/services for which sales promotions are forbidden by applicable law, rules and regulations, or goods/services which are illegal and detrimental to public order or good morals.

6. The Merchant agrees that if the Payer uses K Points as discount on Bill Payment, and the Merchant wishes to void the transaction or issue a refund, the Merchant can void or refund K Points in full; to void or refund K Points only partially is not allowed.

If the Merchant wishes to void K Points, the Merchant shall do so before submitting the request for transfer of Bill Payment amount and within the cut-off time as specified in the "Settlement Table". The Merchant can void K Points via the channel determined by KBank. Upon receiving the void request, KBank shall proceed to follow the steps and procedure of KBank. If the Merchant wishes to void after submitting the request for transfer of Bill Payment amount or after the cut-off time (if the request for transfer of Bill Payment amount is not submitted) or if the Merchant allows the Payer to receive a refund, the Merchant agrees that it shall not reimburse the Payer in cash, cheque and/or other debt instruments, but shall instead produce a credit voucher in accordance with the form determined by KBank and send it to KBank. The Merchant/Account Owner agrees to repay the amount that KBank has already paid to the Merchant, and/or credited into the deposit account as specified in the Application, to KBank so that relevant steps and procedure of KBank will be further undertaken.

7. Under **Item 1.3 of the Agreement for Payment Accepting Devices and Channels**, the Merchant agrees that if the Payer refuses any payment transaction for which the Merchant has lost its sales slip or cannot submit its sales slip to KBank upon KBank's request, or cannot find any related evidence to the satisfaction of KBank, the Merchant agrees to reimburse such funds equivalent to the amount that KBank has paid to the Merchant along with interest at the rate equal to 15% (Fifteen Percent) per year from the date that KBank has made the payment to the Merchant.

8. KBank shall conduct public relations for the K Point Program via various media deemed appropriate to meet its objectives. KBank thus reserves the right to exercise its sole discretion in carrying out the promotional campaign, and KBank and/or KASIKORNBANK FINANCIAL CONGLOMERATE shall be responsible for the expenses incurred from this promotional campaign via media of KBank and/or KASIKORNBANK FINANCIAL CONGLOMERATE.

In carrying out this promotional campaign via media of KBank and/or KASIKORNBANK FINANCIAL CONGLOMERATE, the Merchant agrees to authorize KBank and/or KASIKORNBANK FINANCIAL CONGLOMERATE to use the trade name and trademark of the Merchant, as well as referring to conditions and details of this Agreement as KBank and/or KASIKORNBANK FINANCIAL CONGLOMERATE deem appropriate to fulfill the objectives of the K Point Program.

Agreement of Payment for Goods/Services via K-Direct Debit

1. In cases where the Merchant requests the use of K-Direct Debit for payment of SIM Card service, debt and/or obligations to the mobile phone service provider, the Merchant/the Account Owner agrees to authorize KBank to deduct funds per the conditions as specified in this Agreement based on the amount as shown in the invoice and/or media and/or electronic media through which KBank is notified by the mobile phone service provider, and the deducted amount shall be credited into the mobile phone service provider's account later on.
2. In deducting funds for payment of SIM Card service, debt and/or obligations to the mobile phone service provider, if it is later found that the amount specified by the mobile phone service provider to KBank is incorrect or erroneous, and KBank has already deducted the sum based on the amount shown in the invoice and/or media and/or electronic media which KBank received from the mobile phone service provider, the Merchant/the Account Owner shall make a claim for said amount, including fees and related expenses (if any) incurred, directly with the mobile phone service provider. The Merchant/the Account Owner accepts that KBank shall deduct the funds only when there are sufficient funds for deduction based on the amount as informed by the mobile phone service provider, including fees and related expenses (if any) incurred at that time.
3. If the Merchant/the Account Owner wishes to revoke the consent for deducting funds for payment of SIM Card service, debt and/or obligations to the mobile phone service provider, the Merchant/the Account Owner shall do so with a written notice given to KBank and the mobile phone service provider at least 30 days in advance.

Fees/Expenses/Penalty Fees

1. Expense limit

Payment accepting device	Monthly SIM card charge *The Merchant is responsible for payment of SIM card charge made to service provider.	Sales slip and/or monthly maintenance fee (per device)	Entrance Fee/Payment accepting device guarantee fee (per device)
EDC (SIM card)	100 Baht	100 Baht	3,000 Baht
EDC (LAN)	-		
EDC (telephone line)	-		
Payment Code Reader, peripheral equipment	-	-	1,500 Baht
Card Accepting Machine (mPOS)	-	-	2,900 Baht

Remarks:

- The above fees are exclusive of VAT.
- Approval of a device is at KBank's discretion, taking into account the Merchant's appropriateness.
- SIM card and mobile phone charges determined by the mobile phone service provider are subject to change at any time.

2. Penalty fee and Repair fee of payment accepting device

Device	Penalty Fee and Repair Fee (per device)
EDC / mPOS	Equipment not intact/ scratches or other markings/ Lost/inoperable device/dents, the penalty fee is based on actual damage which must not be more than device's actual price
Payment Code Reader, peripheral equipment	

Remark: KBank's decisions on penalty fees shall be deemed final.

3. Fee for issuance of certificate of real estate purchase by foreigners issued to developer Up to 200 Baht/copy

4. EDC / Mini-EDC monthly service charges	Up to 450 Baht/unit <i>(If the payment is less than 50,000 Baht per unit per month)</i>
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Remarks: The above fees are exclusive of VAT.

Settlement Table											
Device/ Channel	Settlement	Payment tools									
		Card (by swiping/inserting/tapping card)		Payment Link			Card via QR code or barcode	Funds transfer/ Funds transfer via QR code or barcode under Thai QR Standard	e-wallet		K Point
		Domestic and foreign credit card/foreign debit card (VISA/ MASTERCARD/ JCB, closed-loop card)	UnionPay credit/debit card, TPN debit card, Xpress Cash card, domestic debit card (VISA/ MASTERCARD)	Domestic and foreign credit card/domestic and foreign debit card (VISA/ MASTERCARD/ JCB, Xpress Cash Card)	UnionPay credit/debit card, TPN debit card	Funds transfer via QR code under Thai QR Standard or via mobile banking	Credit/debit card (VISA/ MASTERCARD) UnionPay/TPN Credit/Debit Card Xpress Cash card	All Banks	Via QR code or barcode under Thai QR Standard	Alipay, Tenpay (WeChat Pay) and other e-wallets via QR code or barcode not under Thai QR Standard	
EDC	Cut-off time	11:30 p.m.	10:00 p.m.	-	-	-	9:00 p.m.	11:00 p.m.	11:00 p.m.	11:30 p.m.	
	Account credit	4:00 a.m. onward on the following day/ FCD account 11:00 a.m. within 11:00 a.m. on the following business day	4:00 p.m. onward on the following day	-	-	-	4:00 a.m. onward on the following day	11:00 p.m. onward	2:00 p.m. onward on the following business day upon approval by e-wallet service provider	4:00 a.m. onward on the following day	
K SHOP Service for juristic person	Cut-off time	11:30 p.m.	10:00 p.m.	Automatically at 9:00 p.m.	Automatically at 9:00 p.m.	Automatically at 11:00 p.m.	Automatically at 9:00 p.m.	Automatically at 11:00 p.m.	Automatically at 11:00 p.m.	-	
	Account credit	4:00 a.m. onward on the following day	4:00 a.m. onward on the following day	At 11:00 p.m. onward	At 11:00 p.m. onward	Upon receiving instruction; otherwise funds will be automatically transferred at 11 p.m	4:00 a.m. onward on the following day	Upon receiving instruction, otherwise funds will be automatically transferred at 11 p.m.	2:00 p.m. onward on the following business day upon approval by e-wallet service provider	-	
API	Cut-off time	-	-	-	-	-	Automatically at 9:00 p.m.	Automatically at 11:00 p.m.	Automatically at 11:00 p.m.	-	
	Account credit	-	-	-	-	-	4:00 a.m. onward on the following day	Upon receiving instruction, otherwise funds will be automatically transferred at 11 p.m.	2:00 p.m. onward on the following business day upon approval by e-wallet service provider	-	

Remarks 1. "QR Code or Barcode" refers to "Payment Code" in the Agreement for K-Merchant. 2. "Closed-loop card" refers to electronic cards issued or jointly issued by KBank, not being a member of the Card Scheme Provider.
3. "Foreign Currency Deposit (FCD)" refer to Foreign Currency Deposit bank's account. 4. "Business Day" refer to the bank working days that not included weekend or bank holidays as announced by the bank of Thailand
5. KBank will credit into the Merchant's deposit account the amount less fee, VAT and withholding tax (if any). No deposit interest shall be calculated on the amount for goods/services which has not been credited to the Merchant's account.

The Merchant can find a manual and additional details about merchant products via link below.

EDC - Full Payment Manual	https://www.kasikornbank.com/k_fullpay
EDC – Smart Pay Manual	https://www.kasikornbank.com/k_smartpay
Details of merchant products	https://www.kasikornbank.com/k_merchant_details