

Terms and conditions for use of debit card of KASIKORNBANK

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

The following terms shall have the definitions set forth below:

“ATM”	refers to	automatic deposit/withdrawal machine of KBank and/or member banks that are members of Visa International Service Association and/or Mastercard International Incorporated and/or China UnionPay Company Limited and/or JCB International Company Limited and/or Thai Payment Network Company Limited and/or other credit card companies of which KBank and/or member banks shall be in the future, in Thailand and other countries, which is marked as applicable with such debit cards.
“Funds Transfer Tools”	refers to	Debit Card and/or Password and/or PIN and/or Debit Card ID and/or Debit Card number and/or One Time Password (OTP) and/or other tools used by the Cardholder to access the services per these terms and conditions and/or to confirm the use of services.
“Card Accepting Machine”	refers to	Electronic Data Capture (EDC) or device to connect with mobile phones or tablets or electronic devices on mPos application and/or QR Code or Barcode generator/reader for automatic credit line approval of the automatic payment approval machine.
“KBank”	refers to	KASIKORNBANK Public Company Limited
“Member Banks”	refers to	other banks that are members of Visa International Service Association and/or Mastercard International Incorporated and/or China UnionPay Company Limited and/or JCB International Company Limited and/or Thai Payment Network Company Limited and/or other credit card companies of which KBank and/or member banks shall be member in the future.
“Debit Card”	refers to	card or debit card issued by KBank or KBank and partners (co-branded card) for payment of goods and/or services and/or utility fees, funds withdrawal, funds transfer, balance inquiry and application for existing and/or future electronic services of KBank or for use of other services to be announced by KBank from time to time, in accordance with the terms and conditions notified by KBank; and also refers to other cards to be issued by KBank in the future, regardless of their names, but with the identical features, by debiting the Cardholder’s deposit account (chip-embedded cards can be used with compatible ATMs and/or card accepting machines in Thailand or abroad).
“Credit Card Company”	refers to	Visa International Service Association and/or Mastercard International Incorporated and/or China UnionPay Company Limited and/or JCB International Company Limited and/or Thai Payment Network Company and/or other credit card company of which KBank and/or member banks are and/or shall be member in the future.
“Debit Card Transaction Notice”	refers to	notice or record of debit card spending and/or payment of goods and/or services via debit card and/or other evidence of such transactions.

“Cardholder”	refers to	person approved by KBank as a holder of debit card.
“Merchant”	refers to	business office, service point or seller of goods/service provider accepting debit card payment.

General terms and conditions for all types of debit cards

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

2. The Cardholder accepts that the Debit Card is the property of KBank and the Cardholder shall not conduct any transfer, delivery or any act that may cause the Funds Transfer Tools to be in other person’s possession. The Cardholder shall always keep the Funds Transfer Tools safe. If the Cardholder violates these Terms and Conditions and the Debit Card has been used, the Cardholder agrees to be responsible for such Debit Card use by deeming that the Cardholder has used the Debit Card by itself, except the Cardholder can apparently prove that it has not been the Cardholder’s fault.

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

3.1 The Debit Card and/or Funds Transfer Tools shall be kept confidential by the Cardholder. Disclosure of Funds Transfer Tools is deemed as non-compliance with these Terms and Conditions.

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

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

4. For the use of services via ATMs, KBank requires the Cardholder to enter the 6-digit PIN correctly. In case of incorrect PIN, the ATM shall notify the Cardholder to re-enter the PIN. If the PIN has been entered incorrectly three times, the Cardholder shall no longer be able to use the Debit Card and shall contact KBank to unblock the Debit Card.

For the use of services via the Card Accepting Machine, KBank requires the Cardholder to enter the 6-digit PIN correctly. In case of incorrect PIN, the Card Accepting Machine shall notify the Cardholder to re-enter the PIN. If the PIN has been entered incorrectly three times, the Cardholder shall no longer be able to use the Debit Card and shall enter the correct PIN at an ATM so that the system shall automatically unblock the Debit Card.

For the use of contactless Debit Card for payment of goods and/or services that does not exceed the limit specified by acquiring banks at the Card Accepting Machine showing contactless sign, the Cardholder is not required to enter the 6-digit PIN. For payment of goods and/or services that exceeds the limit specified by the acquiring banks, the Cardholder shall enter the 6-digit PIN.

5. The Cardholder may block the Debit Card by contacting the K-Contact Center, Tel. 02-88888888, 24/7. The Debit Card shall be blocked within 5 minutes after KBank receives the complete instruction or notification from the Cardholder.
6. The Cardholder shall immediately sign at the back of Debit Card in the specified space once the Cardholder receives the Debit Card from KBank.
7. The Cardholder agrees to pay application fee/new card issuance fee, annual fee, fees and/or expenses related to funds transfer, withdrawal and inter-provincial withdrawal per KBank's specified rates. The Cardholder may view the entries of debited amounts for payment of annual fee, fees and/or incurred expenses in the Debit Card Transaction Notice and/or deposit account statements until the Cardholder gives notice for termination of the Debit Card use.
- The Cardholder authorizes KBank to deduct fund per the procedure as specified in Clause 18. for payment of fee and/or related expenses until the fee and/or related expenses are paid in full. The Cardholder agrees and accepts that, if the outstanding balance of the Cardholder's account is not sufficient for such deduction, the Debit Card use shall not be possible until the Cardholder pays the fee and/or expenses in full via the channels per the formats and methods specified by KBank, and gives notice to KBank.
8. The Cardholder agrees that Debit Card spending in any foreign currency shall be collected in Thai Baht per the rates specified by the Credit Card Company of which KBank is a member as of the date of such collection from KBank. If the amount is not in the US Dollar, it may be converted into the US Dollar before being converted into Thai Baht for collection from KBank. The Cardholder may check the forex rate for reference at:
- VISA: <http://usa.visa.com/personal/card-benefits/travel/exchange-rate-calculator.jsp>
- In addition, the Cardholder agrees that KBank has the right to charge a fee for currency conversion risk at a percentage specified by KBank based on the incurred spending amount in order to prevent any risk rising from such currency conversion (the current rate is 2.5%). The risk fee may change and KBank shall notify in writing to the Cardholder of such a change. The Cardholder may check the fee for currency conversion risk at the "Notification on Service Charges, Penalty Fees related to Deposits, Loans and other Service Charges, Fees/Service Charges for ATM Cards, Debit Cards, Services of Funds Transfer and Foreign Instruments" that is currently applicable.
9. The Cardholder can use the Debit Card for KBank's services within a spending limit determined by KBank. The Cardholder may increase (up to the established maximum limit) or decrease the spending limit via the K-Contact Center. Tel. 02-88888888 or K PLUS. KBank reserves the right to change or add conditions of the abovementioned services as KBank deems appropriate. Such change or addition shall be informed by KBank to the Cardholder per KBank's methods and in accordance with the law.
10. If KBank has found suspicious and/or irregular purchase of goods and/or services and/or withdrawal and/or funds transfer of the Cardholder, the Cardholder agrees that KBank shall immediately suspend the use of the limit for purchase of goods and/or services, and/or withdrawal, and/or funds transfer, either one or all of them, without prior notice, in order to prevent any damage to the Cardholder, until KBank has contacted the Cardholder and has been confirmed that such financial transactions are correct. Afterward, the Cardholder shall be able to use the limit for purchase of goods and/or services, and/or withdrawal, and/or funds transfer, either one or all of them. The Cardholder agrees and accepts that KBank's action has been performed for the Cardholder's security and benefits, and that KBank shall not be liable for any damage to the Cardholder.
11. In case where the Cardholder wishes to use the Debit Card for purchase of goods and/or services on the internet, the Cardholder shall apply for the Internet Shopping by K-Debit Card service per the formats and methods specified by KBank.
12. KBank shall send the Debit Card Transaction Notice to the Cardholder not less than 10 days before the payment due date via the channels and per the formats and methods specified by KBank. The Cardholder agrees and acknowledges that the Debit Card Transaction Notice that the Cardholder receives from KBank per different formats are to notify the payment due date and have been sent in accordance with these Terms and Conditions.

13. In case of debit card spending for which the Cardholder has requested the Debit Card Transaction Notice, KBank shall send the Debit Card Transaction Notice to the Cardholder via the channels and per the formats and schedules specified by KBank. Should any inaccurate transaction be found, the Cardholder shall inform KBank of such inaccuracy within 10 business days of receipt of the Debit Card Transaction Notice in accordance with the normal postal period. However, the Cardholder shall not be deprived of their rights should the Cardholder be able to later prove that some expenses shown in the Debit Card Transaction Notice are inaccurate, which is not caused by the Cardholder's fault or error. The Cardholder shall lodge an objection within 60 days of receipt of the Debit Card Transaction Notice from KBank.

The Cardholder may request from an ATM terminal the Debit Card Transaction Notice for payment of goods and/or services purchased at the Merchant or via online purchase. The request may be made for the last three months of the Debit Card Transaction Notice showing entries of goods and/or services for which the Merchant has collected payment from KBank.

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

15. The Cardholder agrees and acknowledges that the Debit Card cannot be temporarily suspended or canceled. If the Cardholder does not wish to use the Debit Card, the Cardholder may notify KBank of the intention to terminate the Debit Card via the following channels:

15.1 The K-Contact Center, Tel. 02-88888888 or K PLUS or via the channels and per the methods specified by KBank

15.2 Any KBank branch office; the Debit Card shall be cut into two pieces and returned to KBank.

KBank shall suspend or cancel the debit card service within 5 minutes from the time KBank is notified. Any liabilities incurred after these five minutes shall not be borne by the Cardholder, except where KBank can prove that such liabilities have been incurred by the Cardholder.

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

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

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

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

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

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

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

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

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

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

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

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

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

In case KBank has exercised its rights per 17.1-17.10, the Cardholder shall return the Debit Card once the Cardholder is notified by KBank.

18. The Cardholder authorizes KBank to set aside the deposit or suspend the withdrawal and debiting of all types of the Cardholder's deposit accounts, held at KBank, and/or any sum owned by the Cardholder or that KBank owes the Cardholder, which is under the possession, care and/or authority of KBank, regardless of how KBank has obtained the funds, possession, care and/or authority, for payment of debts or any sum that the Cardholder must pay to KBank and/or liabilities of the Cardholder, which shall be notified in writing to the Cardholder accordingly.

If there are no or insufficient funds in all types of deposit accounts, and/or any amount in the possession of the Cardholder is insufficient for full settlement of debt and/or liabilities, the Cardholder agrees to pay to KBank the outstanding debt and/or liabilities. If the Cardholder has a current account with an overdraft (O/D) limit, the Cardholder fully agrees to allow KBank to tap the O/D limit to pay for the said debt and/or liabilities, and the Cardholder agrees to authorize KBank to deduct the amount in excess of the O/D limit, and the excess amount shall be regarded as an O/D loan wherein the Cardholder shall be, in all respects, obliged to make repayment per the terms and conditions of the O/D loan agreement executed with KBank.

If the Cardholder has a current account without an O/D limit, and there are insufficient funds in the account, the Cardholder fully agrees to allow KBank to debit the current account to pay for the said debt. The Cardholder agrees to authorize KBank to deduct the amount in excess of the balance in the account, and the amount owed to KBank or the increased indebtedness in the current account shall be regarded as as an O/D loan wherein the Cardholder shall be, in all respects, obliged to make repayment per the terms and conditions of the application for current account opening submitted to KBank.

19. If in the future KBank provides other services apart from those specified in these Terms and Conditions to the Cardholder and the Cardholder agrees to use such services, the Cardholder agrees that no evidence shall be required and the Cardholder shall be liable for such transactions in all aspects.

20. Consent for keeping, compiling, using and disclosing information

The Cardholder agrees to give consent to KBank (1) to keep/compile/use the Cardholder's information provided to KBank or obtained by KBank from other sources or accessed by KBank at other sources, including information related to

deposit accounts, loans, transactions, race, political opinion/doctrine/religion/philosophy, sexual orientation, criminal records, health data and other information, hereinafter referred to as the “Information” for the purpose of KBank’s business management/service provision/compliance with regulatory requirements, KBank’s engagement/assignment of a third party to act on behalf of KBank for tasks related to information technology/communications/collection/any other tasks, and for other lawful purposes; (2) to disclose the Information to KASIKORNBANK FINANCIAL CONGLOMERATE/business partners/service providers/data processors/persons interested in being an assignee/persons who are assignees/competent authorities or any agency/organization/juristic person having entered into a contract with KBank, and to give consent to the recipients of the Information to keep/compile/use/disclose the Information in accordance with the purposes notified to KBank; and (3) to send or transfer the Information to foreign countries. Provision of additional information of the Cardholder later on shall be subject to these terms and conditions and the Cardholder acknowledges that the Cardholder may contact KBank via the K-Contact Center. No. 02-8888888.

21. KBank has the right to cancel, change, revise or make any addition to these Terms and Conditions, interest rates, penalties, fees, service charges and other related expenses, as well as regulations for the use of Debit Card, as deemed appropriate. KBank shall inform the Cardholder of such cancellation, change, revision or addition in writing (with the font size of not less than 2 mm and not more than 11 letters in 1 inch) at least 30 days in advance, except for the following cases:

21.1 For urgent case, KBank shall inform the Cardholder of such cancellation, change, revision or addition in writing or via an announcement in a Thai newspaper widely circulated domestically at least seven days in advance. In case of newspaper announcement, KBank shall again inform the Cardholder of such an action in writing.

21.2 KBank shall notify the Cardholder of the above-stated change, which is beneficial to the Cardholder or reduces the burden of the Cardholder which shall be in effect immediately, within 30 days after the effective date.

22. In case any document, letter or notice is delivered by KBank to the Cardholder per the home or office address earlier given to KBank, the Cardholder shall deem that such an address is correct and the delivery has been accomplished.

23. Should there be any change in home address, office address, telephone number, e-mail address or occupation of the Cardholder, the Cardholder shall immediately inform KBank of the change in writing.

24. The Cardholder cannot transfer the rights and/or benefits and/or duties, either wholly or in part, under these Terms and Conditions to any other person.

25. Any delays or exemptions in exercising rights under the law or these Terms and Conditions shall not be regarded as KBank’s relinquishing such rights or as KBank’s giving the Cardholder consent to perform any act.

26. If any clause of these Terms and Conditions is contradictory to or do not correspond with the Notification of the Contract Committee Re: Credit Card Business as a Contract-Controlled Business B.E. 2542 (1999) (and its amendments) that is currently in effect and shall be effective in the future, the stipulation of such the Contract Committee’s notification shall prevail.

Terms and conditions of deposit, withdrawal, funds transfer and/or payment of goods and/or service charges via ATMs for all types of debit card

1. The Cardholder shall withdraw cash from a savings deposit or current account linked with the Debit Card. For an inter-provincial withdrawal transaction, the Cardholder shall be responsible for payment of inter-provincial withdrawal fee determined by KBank. Fees may be subject to change, notice of which shall be posted at KBank’s premises, on a case-by-case basis.

2. The amount withdrawn from an ATM shall be debited from the Cardholder’s deposit account within the same day.

3. Transfer of funds from the Cardholder’s deposit account shall be under the following criteria:

3.1 The Cardholder shall conduct funds transfer transactions from the savings deposit and/or current account, notified by the Cardholder to KBank only.

3.2 The Cardholder may conduct funds transfer transactions at any time throughout 24 hours.

3.3 In case of own-account funds transfer conducted by the Cardholder, the transfer, regardless of the amount, shall be made under the condition that there is a sufficient balance in the account for debiting, and up to 10 transactions can be made per day.

3.4 KBank shall debit the Cardholder's sending account and credit the Cardholder's receiving account within the same day.

3.5 The Cardholder performing the funds transfer shall pay a funds transfer service fee per the rate as established by KBank. Fees may be subject to change, notice of which shall be posted at KBank's premises, on a case-by-case basis.

4. The Cardholder wishing to conduct funds transfer from the Cardholder's account to other person's account shall verify the number and name of the receiving account, the transfer amount, and the number, alias, or any information specified to replace the account number/cash card/electronic wallet of the recipient. In case of any error or damage arising from the Cardholder's act, the Cardholder shall take full responsibility, without any right to claim or file a lawsuit for reimbursement from KBank.

5. Funds transfer for payment of utilities and other expenses shall be subject to the following criteria:

5.1 The amount of payment of utilities or other expenses shall not exceed the balance in the Cardholder's account.

5.2 The Cardholder can make payment of utilities or other expenses from 00:00 to 22:00 hrs. or any other periods specified by KBank.

5.3 The Cardholder acknowledges that the Cardholder may transfer funds from the Cardholder's account to other persons' accounts and for payment of KBank's credit cards within the daily limit specified by KBank.

6. The Cardholder shall receive the Debit Card Transaction Notice anytime the Cardholder uses the Debit Card with an ATM. The Cardholder shall be informed by an ATM when it has run out of the Debit Card Transaction Notice, and can then choose whether or not to continue to process the transaction. Except for the case where other account or interbank funds transfer is made, KBank shall not process such a transaction if the Debit Card Transaction Notice is out of stock. The Cardholder agrees and acknowledges that the Cardholder may check the transaction amount from their deposit passbook and/or the Debit Card Transaction Notice.

7. Unless stated otherwise, if the Cardholder finds any error from operations, or if there is any cause for temporarily withholding operations related to the services under these Terms and Conditions, either entirely or partially, or if the operations are to be withheld, the Cardholder may call the K-Contact Center at 02-888-8888. After the Cardholder has completely undertaken operations per procedures determined by KBank, KBank shall withhold the operations within the period informed to the Cardholder, and the Cardholder shall remain responsible for the operations and transactions that have been conducted before 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 requirements/regulations of KBank, public agencies and/or the Bank of Thailand.

The Cardholder shall provide the information related to dates, times, related persons, amounts and characteristics of transactions or other information as requested by KBank. KBank shall conduct an investigation as notified and correct any error (if any), in accordance with related regulations/criteria of KBank, government agencies and/or Bank of Thailand.

8. For funds transfer, the Cardholder accepts that the service and related operations, as well as service channels provided by KBank, are to facilitate the Cardholder. KBank shall be liable to the Cardholder for damage arising from the use of this service if (1) KBank fails to comply with the instruction to freeze or withhold payment/funds transfer or withhold the Funds Transfer Tools as notified by the Cardholder per the methods and conditions as specified in these terms and conditions, and illegitimate payment/funds transfer transactions have later been conducted; or (2) KBank fails to deliver the Funds Transfer Tools to the Cardholder and illegitimate payment/funds transfer transactions have later been conducted; or (3) illegitimate payment/funds transfer transactions have been conducted, which are not the Cardholder's fault; or (4) KBank fails to comply with the Cardholder's payment/funds transfer instruction, preventing the recipient's bank from receiving payment/funds transfer completely per the methods and conditions specified by these terms and conditions, except where

non-compliance with the instruction has been caused by insufficient and/or no funds in the Cardholder's account, or the Cardholder's credit line has been revoked, and/or funds transfer amount has exceeded the credit line earlier agreed upon with KBank, and/or a litigation process is taking place, and/or KBank has informed the Cardholder of a payment/funds transfer service malfunction prior to or while conducting payment/funds transfer, and/or the Cardholder has breached the conditions or agreement made with KBank.

9. KBank reserves the right to add or cancel the ATM, or limit any service via ATM, as KBank deems appropriate. In case of service addition, KBank shall inform the Cardholder of related details, terms and conditions, criteria and methods, which the Cardholder may verify prior to using the service. Once the Cardholder agrees to use such service (to be used with the Funds Transfer Tool), the Cardholder shall be deemed to be bound by the terms and conditions of such a service, without the need to provide any other document to KBank.

Terms and conditions for use of debit card of any type for payment of goods and/or services

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

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

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

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

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

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

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

6.2 The Cardholder shall not be deprived of the right to cancel the purchase of goods and/or services within 45 days of the date of goods order or service request or within 30 days of the due date of goods and/or service delivery, in case of

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

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

1. Eligible person for the coverage: The Cardholder, with name corresponding to that of a natural person in the linked savings deposit/current account (except for joint account, the Merchant account with one depositor, account of group of person, corporate account, account for.....). The eligible person must be between 15 and 65 years old on the application date, in accordance with the date of birth as specified in the national ID card or passport (in case of foreigners).

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

2. Definitions:

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

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

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

2.4 "Loss of eyesight" means total and incurable blindness.

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

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

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

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

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

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

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

3.4 Medical expenses

3.5 Income compensation

4. Key features

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

Remark: KBank is only an insurance broker.

: KASIKORNBANK PCL. as a corporate broker, license no. Wor00002/2547



: Muang Thai Insurance PCL is the insurer.

: One customer is allowed to hold up to 5 cards.

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

- In case of loss of life, dismemberment, loss of eyesight or total permanent disability caused by general accidents, the Insured shall be covered up to THB1,000,000/person.
- In case of loss of life, dismemberment, loss of eyesight or total permanent disability caused by malicious acts or intentional physical assault, the Insured shall be covered up to THB150,000/person.
- In case of loss of life, dismemberment, loss of eyesight or total permanent disability resulting from driving or riding on motorcycle, the Insured shall be covered up to THB150,000/person.
- For medical expenses as a result of accidents, the maximum coverage is THB 25,000/per/accident.
- For income compensation during hospitalization due to general accidents, the compensation is THB300/day, up to 30 days/accident, and the maximum coverage is THB45,000/person/accident.

5. Extension of coverage: 24 hours worldwide

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

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

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

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

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

7.1 The Cardholder aged below 15 years or over 65 years on the debit card application date; the Debit Card shall remain subject to the annual fee at the normal rate specified by KBank.

7.2 The Cardholder has canceled or suspended their Debit Card.

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

7.4 KBank shall suspend the use of the card, withhold or terminate or recall the card in the following cases:

- The Cardholder transfers or gives the card to other persons for use on their behalf.
- There is an insufficient balance in the account for payment of annual fee and other expenses to KBank.
- KBank has proven that the Cardholder has committed fraud.
- The Cardholder violates the terms and conditions of the card use, or KBank is aware that the Cardholder faces civil or criminal prosecution or bankruptcy charge, or is a person whose assets have been ordered to be seized or restrained by the government or public agencies, or is suspected of having committed fraud or any other wrongdoing that may cause damage to KBank.
- The Cardholder has died.
- Once KBank suspects fraudulent use of the card, KBank shall cancel the card immediately for the security of the Cardholder. KBank shall immediately issue a new card and notify the Cardholder accordingly.

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

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

8. Exclusions:

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

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

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

8.1.2 Suicide, attempted suicide or self-inflicted injury

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

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

8.1.5 Miscarriage

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

8.1.7 Denture repair and replacement, dental crown, prosthodontics treatment

8.1.8 Foodborne illness

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

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

8.1.11 Terrorism

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

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

8.2 Any loss or damage which occurs:

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

8.2.2 While the Insured is driving or riding a motorcycle.

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

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

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

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

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

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

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

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

9.2 Card spending

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

10. Beneficiaries include statutory heirs or persons specifically named.

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

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

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

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

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

13.1 In case of total permanent disability

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

13.2 In case of loss of life

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

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

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

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

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

14.2 For medical treatment as a result of accident at any hospital not in TPA's and the Company's list, the Cardholder must advance medical expenses. In this case, the Cardholder must contact the Company's Call Center at Tel.1484, or the TPA Claim Service Center at Tel. 0-2290-3388, and provide the Insured's name/surname, debit card

number and contact telephone number. The following documents must be submitted to the Company at 252 Ratchadaphisek Road, Huay Khwang, Bangkok 10310 within 30 days from the date of the Insured's medical treatment.

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

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

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

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

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

Claim and submission of damage evidences: In case of death or disability, the evidences shall be submitted within 30 days from the date of death or beginning of disability. In other cases, the evidences shall be submitted within 180 days. If the submission of evidences has not been made within the specified timelines, the right to claim shall remain if *force majeure* has been proven and notification has been made as soon as possible.

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

Terms and Conditions for K-Basic Debit Cardholder

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

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

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

1. KBank provides card issuance system via K PLUS or KBank branches that are in service. In case of card damage from utilization or storage that prevents the Cardholder from conducting financial transactions or commuting on the MRT System as usual, the Cardholder agrees to pay the card reissuance fee and the annual fee per KBank's fee

announcements. KBank shall cancel the old card and the Cardholder can request the outstanding funds in the old card per No. 2.5.

2. Conditions of Card Use in the MRT System

2.1 Type of Card: Co-branded card. Upon new card issuance, the value on the Card for the MRT System is THB0.

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

2.3 Use of Card for Commuting on the MRT System

- The Cardholder can commute on the MRT System by touching the Card on a card reader at an automatic gate to make an entrance/exit, pursuant to the announcements, conditions, regulations and requirements of the MRTA.
- The Card has no deposit and cannot be negative. If any trip has been made in excess of the outstanding value of the Card, the Cardholder shall make a card top-up so that the value of the Card is higher than the Travel Value before being able to exit the MRT System.
- If the Cardholder has not used the Card on the MRT System more than 2 years from the last trip, the Card shall become invalid and the Cardholder shall make a card top-up at a ticket office. The outstanding value in the Card remains valid. For inquiries, please contact the MRTA Call Center, Tel. 02-716-4044, Monday-Friday, 08:00-17:00 hrs., except public holidays and MRTA holidays.

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

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

- The Card is the property of KBank. In case where the Card is lost, damaged, seized, has expired or canceled, the Cardholder may contact KBank branch for further proceedings per KBank’s regulations and practices.
- In cases where the Card is damaged or canceled for use in financial transactions with KBank, the Cardholder can still use the Card for commuting on the MRT System as usual, because the financial transaction function is separate from that used for commuting in the MRT System.
- However, if the Cardholder wishes to receive a refund for the Card’s outstanding value, KBank shall cancel the Card for financial transactions and notify the MRTA to cancel the Card for commuting on the MRT System immediately.
- In case of Card damage and the Cardholder wishes to receive a refund of the Travel Value, the Cardholder shall return the damaged Card at the card issuing branch to cancel the Card in KBank system and destroy the Card. The Cardholder shall fill in a form to request a refund of the Travel Value and KBank shall notify the MRTA to verify the outstanding Travel Value within 7 business days (“business days” means the days that are not Saturdays, Sundays and the days that have been announced by the Bank of Thailand as commercial bank holidays) from the date KBank receives the request. KBank shall make a refund of the outstanding Travel Value to the Cardholder within seven business days from the date KBank is confirmed of the outstanding Travel Value by the MRTA. The verification of the outstanding Travel Value of the Card is subject to the MRTA’s information and data processing, and KBank only acts as the intermediary to make a refund to the Cardholder. For inquiries, the Cardholder may contact the abovementioned channel.
- In cases where the Card is lost or the Cardholder has no card to present to the issuing branch (except for card seizure at an ATM), the Cardholder cannot request a refund of the Card’s stored Travel Value, but can block use

of the Card in financial transactions linked with the bank account. The Cardholder may block the Card via K PLUS, any KBank branch or the K-Contact Center, Tel. 02-888-8888.

- In case where the Card is seized at an ATM and the Cardholder wishes to cancel the Card, the Cardholder may contact the K-Contact Center, Tel. 02-8888888, to request a refund of the Travel Value. KBank shall cancel the Card on the part of financial transactions and notify the MRTA to cancel the Card on commuting on the MRT System. KBank shall also notify the MRTA to verify the outstanding Travel Value within 7 business days from the date KBank receives the request. KBank shall make a refund of the outstanding Travel Value to the Cardholder within 7 business days from the date KBank is confirmed of the outstanding Travel Value by the MRTA per the abovementioned stipulations.
