

## Terms and conditions for SMS Alert

Terms and conditions for SMS Alert (the "Agreement") shall apply to KASIKORNBANK PCL (hereinafter referred to as "KBank") and the User approved by KBank for the use of any of the services with KBank (the "User").

1. If the User requests to apply for the service or change details for receiving information via SMS that were provided earlier to KBank, the User may do so at KBank branches, K-ATM, or the K-BIZ Contact Center at 02-8888822 (for businesses), or the K-Contact Center at 02-8888888 (for individuals), or K PLUS. If the User wishes to cancel the SMS Alert service, the User may do so at a KBank branch (for businesses) or the K-Contact Center at 02-8888888 (for individuals) or other channels to be provided by KBank in the future. KBank will take action per the User's request without delay. Application for/ cancellation of the service, and change in the mobile phone number the User has registered with KBank, will be valid only after the User receives an SMS message confirmation.
2. The User's personal information is important, and must be kept secure. If the User is not careful or is negligent, which causes unauthorized use of the User's personal information to apply for the SMS Alert service with KBank, thus resulting in damage to the User, the User agrees to be solely liable for such loss.
3. To apply for the SMS Alert service, the User must have a mobile phone under the network established by KBank.
4. The User can receive the SMS through the SMS Alert service in the amount of not exceeding 1,000 messages per month.
5. After the User submits an application for the SMS Alert service, and KBank approves the User's application, KBank shall send financial transaction data to the User via SMS message per the mobile phone number registered with KBank, on a daily basis, in accordance with the Service Hour plan chosen by the User. However, no SMS message for incoming/outgoing funds for payment of interest, fees or cancellation of certain types of financial transactions made by KBank, or adjusted transactions, shall be sent to the User.
6. The SMS Alert service is used for checking account transactions of the User's savings and/or current account, and cannot be used (1) as reference or evidence for applying for any service or for conducting any transaction with KBank or any other financial institution, and (2) for business purposes.
7. Non-online transactions such as KBank Payroll, or Direct Debit, cannot be notified via SMS message on a real-time basis, and account balance cannot be notified simultaneously with those transactions, which are subject to relevant procedures.
8. The User agrees to pay compensation for the use of the service, regardless of whether it is called a fee, a service charge or any other name, to KBank within the due date of such compensation payment.
9. The User agrees to be solely responsible for costs, fees, taxes and stamp duties and any expenses related to the service (if any). If KBank must pay said costs, fees, taxes and stamp duties, and/or said expenses indicated in the first paragraph on behalf of the User, the User agrees to repay KBank without delay.
10. The User agrees to authorize KBank to immediately debit the User's deposit account of any type held at KBank, or funds which are under the possession, care and/or authority of KBank, regardless of how KBank has obtained the funds, possession, care and/or authority, for payment of debts and/or liabilities of the User, without prior notice. KBank will send evidence of account debit to the User. If there are insufficient funds for debiting the account for full payment of the fee, the User agrees to authorize KBank to deduct the amount for partial fee payment per the method determined by KBank, such as debiting account on a daily basis, until the service fee is fully paid to KBank.
11. Change in conditions for use of the service
  - (1) If the change in conditions causes the User to incur more burden or risk, such a change shall require prior consent from the User.

- (2) If other conditions are to be changed, the User agrees to authorize KBank to make the change as it deems appropriate. If the change affects the User's use of the service (such as adjustment of service fees, either in whole or in part, or for any particular User, to reflect rising costs or to be consistent with the volume of service use by the User per the criteria as determined by KBank, change to service channels, change to due date), KBank shall expressly communicate, or give notice of, material information of the change to the User at least 30 days in advance or within the period required by law.
  - (3) If KBank is required by law and/or rules and regulations to proceed with change in other specific conditions, the User agrees to authorize KBank to act in compliance with the law and/or rules and regulations.
12. The User agrees that KBank may withhold and/or terminate the service, at any time, either in whole or in part, or those given to any one of the users, with prior notice. Except for the following cases, for which the User agrees that KBank may withhold and/or terminate the service, either entirely or partially, immediately, as KBank deems appropriate, without informing the User in advance, and KBank shall not be responsible for any damage which may arise therefrom:
  - (1) Any data, details, warranty or confirmation provided by the User is not true or not accurate, or may cause material misunderstanding.
  - (2) A fact comes to light that convinces KBank that data and/or details provided by the User to KBank for performing actions under the service or the use of the service by the User may have adverse consequences, or may affect the rights of KBank or another person, or it is suspected by KBank that the User has or will have purposes which are illegitimate or contrary to public order or morality, or may cause KBank to violate laws and/or regulations and/or any orders and/or cooperation and rules and regulations of KBank and/or the Bank of Thailand and/or auditor and/or banking supervision agencies.
  - (3) The User fails to comply with one of the items in this Agreement, including failure to make payment for the SMS Alert service fee, either wholly or partly, and for whatever reason.
  - (4) The User died or has closed their business, or their business registration has been revoked, or their business has been suspended or liquidated or placed under receivership, or the User is in the process of petitioning the court to be allowed to conduct rehabilitation in accordance with bankruptcy law.
  - (5) The User's savings and/or current account is suspended for any reason.
  - (6) KBank must comply with Related Law and Rules and Regulations (as defined below) law, rules and regulations, or directive and/or request for cooperation from the court or the competent authorities, the Bank of Thailand or banking supervisory agencies.
  - (7) The User has received the SMS through the SMS Alert service exceeding the amount of messages per month as stipulated herein.
13. In case the SMS Alert service is terminated prior to the expiration of the applied period, the User will regain the service fee calculated on month(s) or day(s) (as the case may be) of the applied but unused period.
14. Financial or accounting data, or any other information sent by KBank to the User via the mobile phone under the SMS Alert service, is regarded as confidential; the User shall not divulge it to a third party.
15. The User agrees and acknowledges that KBank services used by the User shall be in accordance with KBank formats, regulations and announcements related to each type of service, and any document related to each type of service, which is regarded as a part of this Agreement. The User agrees to accept the conditions of each service and shall perform in accordance with the formats, regulations and announcements of KBank and any document related to each type of service.

16. Any notice, letter or information which KBank has sent to the User per the address given to KBank, whether by hand or by postal mail, either registered or unregistered, or email to the email address or SMS to the mobile phone number given to KBank, or via the K PLUS services, or channels earlier agreed upon by the User with KBank (collectively, "Channel for Receiving Information"), shall be deemed as having been rightfully sent to the User, regardless of whether or not such notice, letter 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 the Bank; or such notice, letter or information cannot be sent because the Channel for Receiving Information cannot be located, it shall be deemed that the User has rightfully received the notice, letter or information and acknowledged its content. In case of any relocation or demolition of, or change in, the Channel for Receiving Information, the User shall inform KBank immediately.

17. The User agrees that the User shall be under the law, rules, regulations, order, manual, request for cooperation and any criteria of the Bank of Thailand, the court, regulatory agencies and any other competent authorities (as the case may be), that are currently enforced or will be later enforced (collectively, "Related Law and Rules and Regulations"). If there is a change in the Related Law and Rules and Regulations, the User agrees that the User shall comply therewith immediately. If the User violates or fails to comply with Related Law and Rules and Regulations, which has caused KBank to pay fines, damages and/or expenses, the User agrees to be responsible for such payment thereof to KBank without delay.

18. Consent to Collect, Use, Disclose Information

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

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

In the event that the User discloses another person's personal data to KBank for the aforementioned purposes, the User represents and warrants to KBank that the User has obtained consent from such person or has a legal basis to disclose such person's personal data to KBank and has informed such person of the details of the collection, use and/or disclosure of personal data pursuant to the aforementioned Privacy Policy.

19. Any delays or exemptions in exercising rights under the law or the terms and conditions shall not be regarded as relinquishing KBank's rights or giving the User consent to perform any act.