



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 0-2888-8822 (for businesses), or the K-Contact Center at 0-2888-8888 (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 0-2888-8888 (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. 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.
5. The SMS Alert service is used for checking account transactions of the User's savings and/or current account, and cannot be used as reference or evidence for applying for any service or for conducting any transaction with KBank or any other financial institution.
6. 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.
7. 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.
8. 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.

9. 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.

10. Change in conditions for use of the service

10.1 If the change in conditions causes the User to incur more burden or risk, such a change shall require prior consent from the User.

10.2 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.

10.3 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.

11. 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) KBank must comply with 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.

12. In case the User cancels the SMS Alert service or changes the service plan prior to the expiration of the applied period, KBank reserves the right not to return any portion of the service fee to the User.

13. 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.

14. 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.
15. The User agrees that the User shall be under the regulations 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 later be enforced (collectively referred to as the “**Related Laws and Rules and Regulations**”). If there is change in the Related Laws and Rules and Regulations, the User agrees to comply therewith immediately upon the notice given by KBank. If the User violates, or fails to comply with, the Related Laws and Rules and Regulations, which has caused KBank to be fined, pay damages and/or expenses, the User agrees to be responsible for payment of said fine, damages and/or expenses to KBank forthwith.

16. Collection, use or disclosure of Information

The User agrees to allow KBank to collect and use the information of the User provided to or via KBank or held by KBank or that KBank has received or obtained from other sources for the purpose of providing services to the User, undertaking operations per the User’s request prior to service provision, assigning work to another person to support the services regarding IT, communications, collection or any other tasks, transferring rights to claim, legal compliance, risk management, audit, internal management, complaint handling and/or any other purposes necessary for significant operations of KBank, or allow KBank to continue to provide services with fairness. The User agrees to allow KBank to disclose such information to KASIKORNBANK FINANCIAL CONGLOMERATE, external service providers, KBank’s agents, subcontractors, co-branding partners, data processors, auditors, external inspectors, credit information companies, credit rating companies, asset management companies, prospective assignees, assignees, competent authorities and/or any agency/organization/juristic persons having entered into a contract with KBank. The User also agrees to authorize such recipients to collect, use and disclose such information under said purposes, and send and/or transfer such information to keep on a server/cloud in other countries. Other details and rights are shown in the privacy policy page of KBank’s website:

[www.kasikornbank.com/th/privacy-policy/Pages/privacy-policy.aspx]