



KBank Cashback Plus Credit Card (Platinum)

Product owner: KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City Branch (the "Bank")

Credit Card

Terms and Conditions for Use of Credit Card of KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City Branch

Credit Card Contract Number is Card Holder's ID card number as mentioned in Credit Card application and the Bank Approval Notice

These terms and conditions together with the Credit Card Application and the Bank Approval Notice (collectively referred as the "**Credit Card Contract**") shall be applied with the person applying for Credit Card (as defined below) via K PLUS Vietnam (as defined below) and approved as a Cardholder (as defined below) whose information is recorded in (1) the application for credit extension in K PLUS Vietnam or other applicable applications/channels specified by KBank (as defined below) for applying Credit Card that was submitted to KBank and (2) Bank Approval Notice (as defined below). By entering into the Credit Card Contract, evidenced by signing of the Credit Card Application, the Cardholder hereby agrees that the Cardholder has read and agree to be bound by and comply with these terms and conditions for the use of Credit Card (the "**Terms and Conditions**"). Unless otherwise specified, if there is an inconsistency between these Terms and Conditions and other terms and conditions applicable to Credit Card, these Terms and Conditions shall prevail.

The following terms shall have the definitions set forth below:

"ATM"	refers to	automated teller machine (ATM) of KBank and/or Member Banks.
"Force Majeure Event"	refers to	any event or circumstance that is unpredictable or beyond the reasonable control of KBank, and which results in, or causes the failure of KBank to perform any or all of its obligations under these Terms and Conditions, provided that such failure is not remediable, including but not limited to, an act of God, lightning, fire, storm, flood, earthquake, explosion, pandemic, epidemic, act of a public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, strike, change in law or regulations, and lock-out and other similar types of industrial action.
"Funds Transfer Tools"	refers to	Credit Card and/or Password and/or Personal Identification Number (PIN) and/or Credit Card



		number (Credit Card ID) and/or CVV number and/or One Time Password (OTP) and/or any other tools used by the Cardholder to access the Credit Card services provided by KBank per these Terms and Conditions.
“KBank”	refers to	KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City Branch.
“K PLUS Vietnam”	refers to	a mobile banking application offered by KBank under the name K PLUS Vietnam or any other name prescribed by KBank, as KBank deems appropriate.
“Member Bank”	refers to	banks or non-banks (if applicable) that are participating or being member of Card Association(s).
“Card Account”	refers to	the Credit Card account opened in the name of the Cardholder and maintained by KBank for the purpose of usage of the Credit Card as per these Terms and Conditions.
“Credit Card”	refers to	a credit card issued by KBank and/or KBank and KBank’s partners (co-branded card) to the Cardholder for payment of goods and/or services, funds withdrawal, balance inquiry and/or application for existing and/or future electronic services of KBank via ATM 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/or under these Terms and Conditions.
“Card Association”	refers to	Visa International Service Association (VISA) and/or Mastercard International Incorporated and/or China UnionPay Company Limited and/or JCB International Company Limited and/or the National Payment Corporation of Vietnam and/or other card association(s) and/or other institutions, subject to the joint agreements under which KBank will become Member Bank in the future.
“Credit Card Transaction Notice”	refers to	notice or record of Credit Card's transaction.
“Cardholder”	refers to	a person applying for Credit Card via K PLUS Vietnam and/or other applications/channels specified by KBank and approved by KBank as a holder of Credit Card.



“Merchant”	refers to	business office, service point or seller of goods/service provider accepting credit card payment.
“Credit Card Fee Schedule”	refers to	schedule of costs and charges payable by the Cardholder to KBank for the provision of the Credit Card published by KBank.

General terms and conditions

1. The Cardholder acknowledges and accepts that the Credit Card remains the property of KBank. The Cardholder is responsible for keeping its Credit Card confidential and safe and shall not transfer or deliver the Credit Card to another person even if the Credit Card is expired.
2. The Cardholder agrees to use the Funds Transfer Tools in accordance with the following terms and conditions:
 - 2.1 After the Credit Card is issued to the Cardholder, the Cardholder shall receive/set the PIN per the steps determined by KBank. The Cardholder can change the PIN on its own anytime by using the process as provided by KBank and without giving notification to KBank.
 - 2.2 The Funds Transfer Tools shall be kept confidential by the Cardholder. Disclosure of Funds Transfer Tools is deemed as non-compliance with these Terms and Conditions. The Cardholder agrees to not transfer, disclose or deliver the Funds Transfer Tools or conduct any act that may cause the Funds Transfer Tools to be in other person’s possession. The Cardholder shall always keep the Funds Transfer Tools in safe place. If the Cardholder violates these Terms and Conditions and the Credit Card has been used, the Cardholder agrees to be responsible for the use of such Credit Card by deeming that the Cardholder has used the Credit Card by itself, except the Cardholder can apparently prove that it has not been the Cardholder’s fault.
 - 2.3 In case the Funds Transfer Tools are lost/stolen/suspended, or in case the Cardholder forgets the Funds Transfer Tools, the Cardholder shall contact the K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week.
 - 2.4 The Cardholder agrees and accepts that any action including (but not limited to) application for and use of services, 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 Credit 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 or data messages of acceptance for electronic transaction 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 Credit Card 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.

3. If the Credit Card is used via ATM and the Cardholder enters the 6-digit PIN incorrectly 3 (three) times, the Cardholder shall no longer be able to use the Credit Card and shall contact K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week to unlock the Credit Card and the Cardholder can reset its PIN by itself in K PLUS Vietnam.
4. The Cardholder will be able to temporary block the Credit Card by itself in K PLUS Vietnam or may request KBank to temporary block or permanently block the Credit Card by contacting the K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week, or at the office of KBank during Monday to Friday from 8:30 am. - 4:00 pm. excluding Saturday, Sunday or a public holiday as announced by the State Bank of Vietnam. The Credit Card shall be blocked within 5 (five) minutes after KBank receives the complete instruction or notification from the Cardholder and the Cardholder receives confirmation of Credit Card blocking from K-Contact Center or KBank staff. Any liabilities incurred after the Credit Card blocking confirmation from K-Contact Center or KBank staff shall not be borne by the Cardholder, except where KBank can prove that such liabilities have been incurred by the Cardholder or happening before completion of blocking.
5. The Cardholder agrees to pay application fee/new card issuance fee, annual fee, fees and/or related expenses per KBank's specified rates depending on the type of the Credit Card. The Cardholder can view and consider the announcement of fees according to different types of the Credit Card on the website <https://www.kasikornbank.com.vn/> KBank will notify the Cardholder of any change to such fees in accordance with the prevailing laws or regulations before the implementation of new fees at the channels and methods as KBank deems appropriate and in accordance with Clauses 36 (f) and 36 (g) below. The Cardholder may view the entries of accumulated into amounts for payment of annual fee, fees and/or incurred expenses in the Credit Card Transaction Notice and/or Card Account statements ("**Account Statement**") until the Cardholder gives notice for termination of the Credit Card use or until KBank revoke the Cardholder's use of Credit Card.
6. The Cardholder consents and authorizes KBank to deduct any fees and/or related expenses from any deposit account(s) which are the Cardholder opened and maintained with KBank until such fees and/or related expenses are paid in full. The Cardholder agrees and accepts that, if the outstanding balance of the Cardholder's deposit account is not sufficient for such deduction, the Credit Card shall not be used until the Cardholder pays the fee and/or expenses in full via the channels per the formats and methods specified by KBank.
7. The Cardholder may use the Credit Card within the credit limit as stipulated by KBank. The Cardholder may request KBank to increase (up to the established maximum credit



- limit) or decrease the credit limit via channels specified by KBank. KBank reserves the right to change or add terms of the abovementioned credit limit as KBank deems appropriate. KBank will notify the change or addition to the Cardholder according to KBank's method and according to the prevailing laws or regulations.
8. The Cardholder agrees that the Credit Card spending in any foreign currency shall be collected in Vietnamese Dong per the rates specified by the relevant Card Association of which KBank is a Member Bank 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 Vietnamese Dong for collection from KBank. The Cardholder may check the foreign exchange rate for reference at: VISA: <https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html>.
 9. In addition, the Cardholder agrees that KBank has the right to charge a currency conversion fee at a percentage specified by KBank based on the incurred spending amount in order to prevent any risk rising from such currency conversion (the current rate is 3% or other rate that KBank deems appropriate as permitted by laws). In case of KBank receives refund/credit transaction from Merchant or acquiring bank, KBank will refund/credit based on the transaction amount and not return the currency conversion fee to the Cardholder. The currency conversion fee may change and KBank shall notify the Cardholder of such change by email, in-application notification or Short Message Service ("SMS") or other channels that KBank deems fit.
 10. If KBank has found a suspicious and/or irregular payment of goods and/or services and/or withdrawal via the Credit Card, the Cardholder agrees that KBank shall have the right to immediately suspend the use of the Credit Card, without the need to inform the Cardholder in advance in order to prevent any damage to the Cardholder. After the Cardholder has confirmed to KBank that such financial transactions are correct, the Cardholder will be able to continue using the Credit Card. The Cardholder agrees and accepts that KBank's action has been performed for the Cardholder's security and benefits.
 11. The Cardholder may use the Credit Card to pay for goods/services at establishments that accept the Credit Card and/or may use the Credit Card together with its accompanying PIN to withdraw cash from ATMs or KBank branch offices or conduct cardless withdrawal from ATM via mobile phone/K PLUS Vietnam/any other electronic channel, subject to available services. Charges and/or debt incurred from the use of the Credit Card must not exceed the credit limit and conditions set by KBank/ Member Bank/ electronic channels. In case the Cardholder exceeds the credit limit, for whatever reason the Cardholder agrees to deem that it is its request for the increased credit limit, and that such transactions are the Cardholder's full responsibility. The Cardholder agrees to repay the full amount exceeding the credit limit together with interest and/or any fines that may be incurred, based on the amount and within the Payment Due Date (as specified in Clause 21), and the Minimum Payment Due. If the Cardholder requests or needs a temporarily increased spending limit, which will be authorized by KBank on a case-by-case basis, such authorization shall not be regarded as the permanent credit limit.
 12. Each Credit Card is assigned a credit limit that applies to both purchase and cash advance transactions ("**Card Transaction**"). Cash advance may be subject to a further cash limit equal to or smaller than the credit limit.



13. For the Cardholder own credit limit, please refer to Bank Approval Notice (as defined below) and/or Account Statement or credit limit information of the respective card number displayed on K PLUS Vietnam. The Cardholder agrees that KBank may at its discretion allow for any Card Transaction exceeding the credit limit or cash limit.
14. Subject to the result of the credit risk assessment of Cardholder or the Card Account, KBank may at its sole discretion (but not be obliged to) reduce or increase the credit limit from time to time with the change notice to the Cardholder in any form KBank deems appropriate. By continuing using the Card, the Cardholder will be considered to have accepted the new assigned credit limit.
15. The Cardholder can apply for a review of its assigned credit limit at any time. Subject to the Cardholder's application and reasonable assessment of the credit risks associated with the Card Account or the Cardholder based on information available to KBank, KBank reserves the right to accept or reject the application.
16. If application is approved, KBank reserves the right to assign the new credit limit to such amount as KBank deems appropriate.
17. If application is rejected, KBank has the absolute discretion to not give the reasons to the Cardholder.
18. KBank will notify the Cardholder of the credit limit adjustment in any form KBank deems appropriate from time to time. By continuing using the Card, the Cardholder will be considered to have accepted the new assigned credit limit.
19. If KBank collects accrued interest (if any), fees, and/or other expenses, KBank shall calculate interest, fees and/or related expenses in percentage points at an annual rate.
20. The Cardholder agrees to pay service fees and/or a Credit Card issuance fee and/or an annual fee which KBank collects in advance, as well as cash advance fees, and/or any other service fees and any penalty fees for violations of the terms and conditions set by KBank, and/or other penalty fees imposed by Card Association, and/or Member Bank.
21. On the statement cycle date ("**Statement Date**"), KBank shall prepare the Account Statement showing items and details of amounts, and shall submit the Account Statement to the Cardholder with details of (i) the total amount outstanding on the Card Account ("**Statement Balance**"), (ii) the minimum sum to be paid by the Cardholder ("**Minimum Payment Due**"), and (iii) the date by which the Cardholder must make Minimum Payment Due at the minimum to KBank ("**Payment Due Date**"). If no transactions take place within the relevant statement cycle, the Statement Balance will not be generated for that month and any transaction occurring after the Statement Date will be shown on the following month's Account Statement. KBank may send the Account Statement in to Cardholders' emails registered with KBank.
22. The Cardholder should notify KBank in writing form provided by KBank of any transaction in any Account Statement that was invalid or unauthorized by the Cardholder within 10 (ten) days before the Payment Due Date. If the Cardholder fails to report within the said period, the transaction(s) shown on the Account Statement will be considered correct and the Cardholder shall be responsible for payment of such transactions in accordance with



KBank's policy. KBank shall not be responsible for any complaint or dispute made after this time limit.

23. Where the Cardholder reports an invalid or unauthorized transaction, KBank will carry out the verification requirements within 5 (five) KBank's working days since the date of receiving proper notification from the Cardholder. KBank may consider to temporarily refund the disputed amount to the Cardholder's Card Account (except dispute transactions related to cash withdrawal from ATM) and may consider not to impose any interest or finance charges on such disputed amount while it is under investigation by KBank. If, following a good faith investigation by KBank, the investigation result (which shall be binding on the Cardholder) shows that the report made by the Cardholder was unfounded, KBank reserves the right to collect the temporarily refunded amount and re-impose the interest and finance charges on the disputed amount over the whole period, including the investigation period.
24. The Cardholder shall be responsible for checking and verifying its Account Statement every month. If the Cardholder does not receive the Account Statement before the normal Payment Due Date or account debit date, the Cardholder shall contact K-Contact Center, at Tel. (028) 3821 8888, or may request its Account Statement by itself via K PLUS Vietnam.
25. All fund transfers including cashback rewards from KBank promotions will be applied by KBank to reduce the existing outstanding balance in the Card Account which, if exceed the said outstanding balance, will be applied to fund future Card Transactions as and when they are debited to the Card Account.
26. The Cardholder agrees that any amount received as repayment/payment of outstanding balance shall be allocated by KBank in accordance with the following order:
 - Case: Normal status (no late payment)
 - (i) payment of any expenses/fees (if any);
 - (ii) payment of interest (if any); and
 - (iii) repayment of principal amount;
 - Case: Late payment status (DPD)
 - (i) repayment of overdue principal amount of the outstanding balance;
 - (ii) payment of Overdue interest (if any);
 - (iii) payment of Overdue Fee (if any);
 - (iv) repayment of due principal amount;
 - (v) payment of interest (if any) on due but unpaid principal amount of the outstanding balance;
 - (vi) payment of default interest (if any); and
 - (vii) payment of any expenses/fees (if any).



Notwithstanding the aforementioned paragraph, the Cardholder agrees that such amount received as repayment/payment of outstanding balance can be allocated by KBank in different orders, so far as such different order of allocation has no adverse effect on the Cardholder and to the extent permitted by the applicable laws from time to time.

27. The Cardholder agrees and acknowledge that all payments/repayments to be made by the Cardholder hereunder shall be made and credited to the Card Account in immediate availability of funds and freely transferred before 8 pm. (Vietnam time) on the Payment Due Date. After 8 pm. (Vietnam time), the payment transaction will be considered as on the next day transaction.
28. Any payment credited to the Card Account after the time specified in Clause 27 on the Payment Due Date shall be considered as late payment and it may cause the Cardholder's credit history to be adversely affected and therefore negatively impact Cardholder's credit applications in the future. Any payment made and credited to the Card Account before the point of time when the Account Statement is issued shall reduce the existing outstanding balance (if any) but not be considered as the card payment of this Account Statement.
29. Each of the events in Clauses 29.1 to 29.9 below shall be considered as a default or breach of the Cardholder:
 - 29.1. If the Cardholder deceases, bankruptcy, insolvency or incapacity of being the Cardholder according to the applicable laws and/or KBank's internal policy.
 - 29.2. If any facts, certifications and/or confirmations given by the Cardholder to KBank under these Terms and Conditions, the application of Credit Card, and/or any other documents provided by the Cardholder hereunder is not true, not correct or may mislead essential elements.
 - 29.3. If the Cardholder is in default of any payment incurring for Credit Card or in breach of any provision of these Terms and Conditions.
 - 29.4. If KBank considers, in its sole and absolute discretion, that the Cardholder is or is deemed, for the purposes of any applicable laws, to be default of repayment of any sum due and payable to any obligation to any of its creditor, or to suspend making payments on any of its debts or by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
 - 29.5. If any situation occurs which in the opinion of KBank gives reasonable ground to believe that an adverse change in performance, liabilities or condition (financial or otherwise) of the Cardholder has occurred, including, without limitation, classification of bad debt groups changing, the Cardholder's credit status is no longer compliant or appropriate with KBank's internal policies from time to time, partial-repayment or disappearance from its domicile or residence, ignorance communication from KBank of the Cardholder.
 - 29.6. The Cardholder does not activate the Credit Card or has failed to use the Credit Card within the period determined by KBank.
 - 29.7. If the primary Credit Card is cancelled or terminated for any reason, the supplementary Credit Card will also be cancelled or terminated automatically.
 - 29.8. The Cardholder, in KBank's opinion and/or judgment, tends to commit or commit a fraudulent act.
 - 29.9. The Cardholder has any outstanding loan(s) and/or obligations owed to KBank and unpaid.



- 29.10. Upon the occurrence of any event provided from Clauses 29.1 to 29.9, the Cardholder agrees that such event constitutes an event of default, and KBank shall have the right to, at any time, send a notice to the Cardholder to declare that all the debts together with accrued interest, expenses and all other unpaid amounts hereunder shall become immediately due and payable and/or KBank shall forthwith have the right, at its sole discretion and determination, to adopt one or multiple following actions: (i) suspending the Credit Card or decreasing the credit limit; (ii) cancelling and/or terminating the Credit Card; and/or (iii) taking any other action which is permissible under the applicable laws. If the Cardholder fails to pay any of such due and payable amounts on the date as notified by KBank in a written notice, any of such unpaid amounts shall become overdue from the date of the Cardholder's failure to make payment and shall be subject to the interest rate specified in the Bank Approval Notice (as defined below). In such case, KBank shall be entitled to enforce all rights and powers available to it under these Terms and Conditions and the applicable laws. Additionally, the Cardholder agrees and acknowledges that KBank is eligible, at its sole discretion and determination, and without giving any reason whatsoever, to cancel, suspend, refuse to reissue, renew or replace the Credit Card.
- 29.11. If the Cardholder deceases, KBank has the right to demand payment of debts until the debts are repaid in full from the legal inheritance of the Cardholder, to the extent permitted by the applicable laws.
30. The Cardholder agrees and acknowledges that KBank is eligible to assign any or all of its rights and/or interests and/or duties hereunder to any person and/or financial institution as KBank deems appropriate. KBank will notify the Cardholder and the relevant parties in writing of such assignment in accordance with the applicable laws.
31. Subject to the applicable Vietnamese laws, KBank may authorize representative to collect any outstanding amount. The Cardholder or its legal inheritance of the Cardholder will be responsible for settling any outstanding on the Card Account (including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorized or set up prior to the date of termination of these Terms and Conditions or the Cardholder's death), and shall keep KBank indemnified for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred in recovering such outstanding amount. Pending such repayment, KBank will be entitled to continue to charge finance charges at its prevailing rate(s).
32. In case the Cardholder is refunded in a part or whole for a Card Transaction made via the Credit Card for whatever reason (including but not limited that Card Transactions are voided, refunded, or reversed), KBank shall credit the refunds to the Card Account after received these amounts from the Merchants or the related parties. The refunds will reduce the existing outstanding balance (if any) in the Card Account but not be considered as the card payment of the Cardholder. The Cardholder will have obligation to make the card payment in the amount as shown on the Account Statement.
33. In case the Credit Card is lost/stolen, the Cardholder shall immediately inform KBank via the K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week or by any other means designated by KBank, so that the Credit Card and PIN can be cancelled, and all potentially affected Merchants informed. If the Cardholder requests that KBank cancels the Credit Card and PIN as mentioned above, it shall not be responsible for any liabilities occurring after the notification, except for any transactions that occur in the first five minutes after the notification and/or any other transactions that KBank



can prove are a direct result of the Cardholder's actions or negligence. In such cases, the Cardholder shall accept all responsibility.

34. The Cardholder can cancel the Credit Card at any time with written notification to KBank. The Cardholder shall fully pay KBank any obligation and/or debts incurred from the use of the Credit Card immediately. If the Cardholder's Credit Card debts are not fully settled, the Cardholder shall agree that KBank can use any refund or/and cashback amount (if any) for paying the outstanding debts, without prior approval from the Cardholder. The Cardholder agrees that these Terms and Conditions shall be regarded as a power of attorney for KBank to act on behalf of the Cardholder.
35. The refund and/or cashback amount as mentioned in Clause 34 after payment of the outstanding debt incurred from the use of Credit Card will occur within two months from the date the Cardholder informs KBank of the Credit Card cancellation (due to the late arrival of some sales slips). KBank will proceed as follows:
 - 35.1. Credit the refunded fee to the Card Account, or
 - 35.2. Credit the refunded fee to the savings/current account linked to the Credit Card or to another valid Card Account (if any), as KBank deems appropriate.
 - 35.3. If the Cardholder does not have a deposit account or other Credit Card as mentioned above, KBank will notify the Cardholder to pick up the refunded fee.
36. General fees
 - 36.1 The Cardholder agrees to pay KBank's issuance fee and/or annual fee for the Credit Card. Fees will be debited from the Card Account when due and are not refundable. With respect to annual fee, it shall be collected on an annual basis. Annual fee shall be applied even when the Credit Card has not been activated and posted yearly in the Account Statement of the month which is as same as the Credit Card issuing month.
 - 36.2 If KBank has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Cardholder, or for other remedies resulting from the breach or non-compliance of these Terms and Conditions, the Cardholder will fully reimburse KBank on demand for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, KBank will be entitled to debit Cardholder's Card Account such fees and continue to charge the finance charges as announced by KBank through KBank's designated channel at its prevailing rate(s).
 - 36.3 The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as specified in the Credit Card Fees and Charges) will be debited to the Card Account for each disputed transaction.
 - 36.4 KBank will be under no obligation to automatically issue a replacement Credit Card to the Cardholder following its loss. Any replacement Credit Card will be subject to a handling fee.
 - 36.5 If the granted credit limit has been exceeded at any point of time during the billing cycle, KBank reserves the right to charge an over limit fee, which will be debited to the Card Account on the Statement Date of this billing cycle and all subsequent billing cycles where the granted credit limit has still been exceeded.



- 36.6 The current amounts or percentages of fees, charges and interest rates referred to herein are set out in KBank's fees and charges schedule ("Credit Card Fees and Charges"), which is announced and provided by KBank to the Cardholder upon the Credit Card issuance. The Credit Card Fees and Charges can be accessed via the KBank's website at www.kasikornbank.com.vn. If particular services not specified herein are required, other fees and charges are set out in KBank's personal bank tariff for KBank personal banking customers may apply. The Cardholder will be bound by such alterations without further execution of any documents unless the Credit Card is returned to KBank for cancellation before the date upon which any alteration is to have effect.
- 36.7 Any changes on the Credit Card Fees and Charges will be notified to the Cardholders at least seven (07) days in advance of the effective date.
- 36.8 Late payment charge: If the Cardholder fails to pay the whole of the Minimum Payment Due on the Payment Due Date at the latest, a late charge as specified in the Credit Card Fees and Charges will be debited to the Card Account on the following Statement Date.
37. Finance Charge & Interest Rate
- 37.1 If payment of the whole of Statement Balance is received by KBank on or before the Payment Due Date, the Cardholder shall not be required to pay for finance charge on the paid Statement Balance.
- 37.2 If the Cardholder fails to pay KBank the whole of the Statement Balance on or before the Payment Due Date, a finance charge (as specified in the Credit Card Fee Schedule), without prior notice, will be applied even Cardholder has paid the Minimum Payment Due in full. The Finance Charge will be calculated as the following method:

$$\text{Interest} = \frac{\sum(\text{actual balance} \times \text{number of days maintaining the actual balance} \times \text{interest rate})}{365}$$

Interest: is calculated at the interest rate per annum as specified in the Credit Card Fee Schedule published by KBank at the time being effective.

The finance charge will be accrued daily and be calculated from the transaction date to the date all outstanding balance paid in full.

38. Adjusted Interest rate:
Cardholder and KBank agree that the interest, specified in the Credit Card Fee Schedule, can be changed depending on the market factors. The adjusted interest rate (if any) will be showed on the Credit Card Fee Schedule and KBank informs officially to the Cardholder in any form it seems appropriate. Cardholder must follow that change except the Credit Card was cancelled/closed before the effective date of that change.

The specific interest rate and adjusted interest rate (if any) for Statement Balance which is calculated accordingly the above method is the same at the specific interest rate and



adjusted interest rate which is calculated accordingly the calculation method of current regulations.

39. Overdue Debt & Challenge Time

According to regulations of the State Bank of Vietnam, When Cardholder make late payment from the 10th day and more, the debt will be converted to overdue debt Group 2 to 5 based on the actual number of overdue days.

When the debt is converted to overdue Debt Group (i.e., Debt Group 2 to 5) and after to minimum payment has been fully paid, Cardholder's current overdue debt group will remain the same in 1 month (called a Challenge Time) and must not make any more 1 (one) day late payment during this period to return to the in due Debt Group (i.e., Debt Group 1) as prescribed.

40. KBank reserves its right to terminate, reject and/or stop the use of the Credit Card or recall the primary and/or supplementary Credit Card under the following conditions if it is found that the Cardholder uses the Credit Card which are breach of the applicable laws or the good moral of the society or which are contradictory to the rules/regulations of the government, competent authorities, KBank internal policy or the Card Association or the Cardholder uses the Credit Card to buy any goods and/or services as following:

- goods that are subject to legal obligations, e.g. those which are subject to pledges, mortgages, or hire-purchase burdens;
- matchmaking;
- goods related to pornographic pictures, child sex abuse;
- casinos and gambling;
- businesses that earn money from financing activities (Time Sharing Business);
- all types of narcotic substances;
- goods that infringe upon copyrights/intellectual property rights;
- goods that constitute all types of vice or pornographic media;
- weapons or their compositions, or arms and ammunition;
- job procurement for foreign labor/dispatch of workers to foreign countries;
- transfer and acceptance of the transfer of money, both domestic and overseas;
- a business involving terrorist financing transactions
- a business involving foreign exchange acceptance;
- a trade involving antiques;
- sale of medicine or equipment in accordance with all types of medical prescriptions (only in the event of e-commerce);
- a pawnshop;
- a trade involving illegal animals;
- a business related to an infringement relating to personal data privacy;
- a trade or action that involving in digital asset or cryptocurrency; or
- other businesses as specified by Thai and Vietnamese laws, or in accordance with the announcements of Thai and Vietnam's government authorities.

41. If KBank suspects that the Credit Card has been used by another person, KBank shall have the right to cancel the Credit Card immediately for the Cardholder's safety, issue a new Credit Card, and inform the Cardholder accordingly.

42. If the Credit Card is cancelled, for whatever reason, the Cardholder acknowledges that only the use of the Credit Card is terminated, but the Card Account and/or these Terms and Conditions shall remain valid until the outstanding amount is fully repaid to KBank. If it appears that the Card Account shows an amount the Cardholder owes to KBank, the



Cardholder agrees to fully repay the amount to KBank together with interest at the rate and method specified in the Credit Card Fee Schedule and these Terms and Conditions.

43. The Cardholder agrees to pay directly or transfer funds from its bank account to settle the debt from its Card Account, and/or hereby authorizes KBank to transfer funds from its bank account(s) of any types opened and maintained with KBank and/or proceeds of the Cardholder in the possession of KBank to settle the debt from its Card Account. These Terms and Conditions will serve as a power of attorney to permit KBank to transfer money to settle the Card Account under the following conditions:
 - 43.1 When goods/services are charged to the Credit Card, and/or if bank fees are charged to the Credit Card, and/or if cash withdrawals are made, the Card Account must be settled by the Payment Due Date /account debit date in the amount specified in the Account Statement.
 - 43.2 If the Account Statement shows an amount due to KBank, the Cardholder agrees to deposit/transfer funds to the Card Account so that the amount may be settled by the Payment Due Date /account debit date in the amount specified in the Account Statement.
 - 43.3 For debiting of the Credit Card account, the Cardholder agrees to allow KBank to first debit the Card Account for payment of fees and penalty fees.
 - 43.4 If KBank has debited the Card Account on the Payment Due Date /account debit date, but an outstanding amount remains, the Cardholder agrees to pay interest to KBank on the sum owed, as specified in the Account Statement, commencing from the posting date of payments to Merchants, and/or cash advances. Interest will be charged according to the Credit Card interest rates announced by KBank, which may be amended from time to time, which shall be announced by KBank. Daily interest rates shall be applied until the outstanding debt is cleared. If the amount credited to the Cardholder's Card Account is less than the amount agreed to be paid, or a late payment is made, the Cardholder agrees to pay a penalty fee at the rate announced by KBank.
44. The Cardholder hereby authorizes KBank to immediately debit the current account and/or other types of deposit account that the Cardholder has opened and maintained with KBank; or the account that is under the possession, care and/or authority of KBank, regardless of how KBank obtains that money, possession and authority of the account, for the immediate settlement of debt and/or other liabilities of the Cardholder, without prior notice. Then, KBank shall inform the Cardholder of the account debiting to the extent permitted by the applicable laws.
45. The Cardholder agrees to accept that all documents and evidence prepared by KBank for the transfer of funds through ATMs from its account with KBank, as well as other bank accounts held by the Cardholder, and/or by other systems prepared by KBank for crediting to the Cardholder's Card Account, are an order to debit or demand payment from its account. The Cardholder is not required to sign any other documents or evidence for KBank.
46. Revision of the conditions for Credit Card usage
 - 46.1. If the revised conditions cause the Cardholder to incur more burden or increased risk, the conditions will only take effect when the Cardholder gives their consent.
 - 46.2. If the revision exists outside of Clause 46.1, or should interest rates, penalty fees, fees, service charges and other expenses need to be revised as a result of increased



- cost, the Cardholder agrees that KBank has the right to make revisions as deemed necessary. The Cardholder shall be notified in advance, in writing, to the registered address, email, in-app notification (via K PLUS Vietnam) of significant revisions by KBank, not less than 7 (seven) KBank's working days before enactment.
- 46.3. If a law and/or regulation determines that KBank must specifically carry out revisions of Terms and Conditions, the Cardholder agrees to allow KBank to act in accordance with the aforementioned law/regulation without prior notice to the Cardholder.
47. In case of collection of debt incurred from the use of the Card, the Cardholder shall take full responsibility for any expenses-including litigation fees, lawyer fees and other relevant expenses that KBank has paid to the extent permitted by the applicable laws.
48. In case any document, letter or notice is delivered by KBank to the Cardholder per the home or office address, mobile phone or email address, or any other means that were notified to KBank, the Cardholder shall deem that such an address is correct and the delivery has been accomplished.
49. If the Cardholder changes the home or office address, telephone number or email address, the Cardholder shall inform KBank of the change in writing and/or other applicable method prescribed by KBank immediately.
50. In the case that the Cardholder provides others with supplementary Credit Card(s), the primary Credit Card Cardholder agrees to accept responsibility for the use of these supplementary Credit Cards by the supplementary Credit Card Cardholders and others as if the primary Credit Card Cardholder was using them by itself, and to abide by all these Terms and Conditions. Primary Credit Card and supplementary Credit Card cardholders will be jointly responsible for debts to KBank.
51. The Cardholder shall not transfer the right and/or benefits and/or duties, either in whole or in part, which exist under the Credit Card Contract to any person at any time unless only with written consent from KBank.
52. The Cardholder hereby agrees and accepts that these Terms and Conditions shall be binding to all existing Credit Cards and the additional Credit Cards to be issued by KBank in the future, without entering into a new agreement.
53. The Cardholder can use other electronic channels or telephone which is made available by KBank for conducting the Credit Card-related transactions such as the Credit Card activation and/or spending transaction check and/or the Credit Card suspension and/or temporarily blocking/unblocking the Credit Card and/or credit limit increase or decrease. The Cardholder agrees to comply with the terms and conditions and the method determined by the relevant electronic channel.
54. Upon Credit Card expiration or near expiration, the Cardholder agrees that KBank may issue a new Credit Card which will be effective as soon as the existing Credit Card expires, without requesting further permission from the Cardholder. The Credit Card may not be renewed only if the Cardholder requests that KBank cancel the Credit Card at least 30 (thirty) days before the Credit Card expiration date. If the Cardholder does not request KBank to cancel the Credit Card within the specified period, and a new Credit Card is issued, the Cardholder agrees to pay the new Credit Card issuance fee per the rate specified by KBank.



55. 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.
56. Handling the transaction dispute
- 56.1 The Cardholder must inform KBank immediately, in case of a transaction dispute, via one of the below channels:
- (a) Contacting the K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week;
 - (b) Visiting the office of KBank; or
 - (c) Submitting online dispute form through prescribed channels by KBank.
- The Cardholder must complete the form prescribed by KBank and submit it to KBank within 60 (sixty) days of when the disputed transaction was charged. KBank reserves its right to decline the Cardholder's transaction dispute request(s) for noncompliance within the timeframe and unsubmitted form as prescribed by KBank.
- 56.2 If the Cardholder fails to submit the completed form within this timeframe mentioned in Clause 56.1, regardless of the reasons, the Cardholder shall be fully liable for losses and damages incurring from disputed transaction including but not limited to any fees, interest, charge and/or other relevant expenses. Moreover, according to the rule of Card Association, the Cardholder will also be fully liable for any new transaction(s) occurred on Card Account of which are confirmed by Card Association to be the similar to the previous transaction(s) (i) made on Card Account without any dispute form received within the required timeframe; or (ii) confirmed to be authorized made on Card Account.
- 56.3 The results of the investigation will be advised to the cardholder within 60 (sixty) days from the dispute transaction date. In the event the 60 (sixty) days period is expired, and the causes or default of any parties remain unidentified, KBank and the Cardholder shall, within the next 15 (fifteen) KBank's working days (or any other time limits provided by the applicable laws from time to time), discuss to agree for a solution. If the parties fail to reach an agreement or any party does not agree with the process for handling of requests for query or complain, the dispute shall be settled in accordance with applicable laws.
- 56.4 If there are signs of crime as per prescribed by the applicable laws and KBank deem reasonably assessed, KBank is eligible to report the case to competent authorities and concurrently inform the Cardholder the status of handling of requests for query or complain. The handling of such request shall be performed by the competent authorities. In case the competent authorities determine that there is no criminal factors and notify KBank of the same, KBank and the Cardholder shall, within the next 15 (fifteen) KBank's working days from the notification date by the competent authorities, discuss to agree for a solution as similarly as stated in Clause 56.3 above.
57. KBank shall not be liable for any delay, failure or computer processing error in providing any of KBank's equipment or other facilities or services to the Cardholder to the extent that it is attributable to any cause beyond KBank's reasonable control including any equipment malfunction or failure.
58. All Credit Card replacement circumstances including but not limited to the replacement due to damage, upgrade/downgrade, misused. The Cardholder is required to destroy old cards properly when receiving the new Credit Card. Otherwise, Cardholders are responsible for the unauthorized transactions arising on the old Credit Card from this improper action.



59. KBank shall issue the Credit Card with its validity of 5 (five) years since the issuance date. Supplementary Credit Card will have the same validity period with primary Credit Card.
60. If the Credit Card does not have any transactions in the last 12 (twelve) consecutive months, the Credit Card will not be renewed at the Credit Card's expiry date.
61. Force Majeure Events
KBank shall not be liable for Force Majeure Events including, but not limited, to the unavailability of funds or any loss suffered by the Cardholder.
62. Collection, use and/or disclosure of information.
 - 62.1 The Cardholder agrees and consents to KBank for processing the Cardholder's data, including personal data (both basic personal data and sensitive personal data) and non-personal data such as financial information, provided to and/or collected by the Bank (as the case may be) for the purpose of entering these Terms and Conditions and for providing necessary service/action under these Terms and Conditions to the extent permitted by the applicable laws, for the purpose of (i) providing services, (ii) fulfilling the requests of the Cardholder before providing the services, (iii) assigning third parties to support the services, such as information technology, communications and collection, (iv) assignment of rights and/or obligations, (v) solving complaints (vi) complying with the applicable laws and regulations and/or (vii) risk management. In addition, the Cardholder further agrees and consents to KBank's disclosure and transfer of the Cardholder's data mentioned above locally and/or abroad to (i) KASIKORNBANK PUBLIC COMPANY LIMITED and affiliates/subsidiaries of KASIKORNBANK PUBLIC COMPANY LIMITED, (ii) outsourcing service providers, (iii) KBank's agents, (iv) business partners, (v) sub-contractors, (vi) co-branding alliances, (vii) prospective rights/obligations assignees, (viii) rights/obligations assignees, and (ix) cloud computing service providers. The Cardholder further agrees and consents to KBank disclosing his/her personal data and/or information and also agrees and consents to the aforementioned third parties processing his/her personal data and/or information for the same purposes.
The Cardholder has the rights and obligations under the law and KBank's Privacy Policy regarding the Cardholder's personal information collected and/or processed by KBank, including but not limited to the right to be informed, right to give consent, right to access, right to withdraw consent (to the extent not affecting contractual obligations under loan agreement), right to delete, right to restrict processing, right to obtain personal data, right to object to processing, right to complain, right to claim damage, and right to self-protection. For more information, please see Privacy Policy:
[https://www.kasikornbank.com.vn/SiteCollectionDocuments/EN/assets/uploads/KBank%20Privacy%20Policy%20\(EN\).pdf](https://www.kasikornbank.com.vn/SiteCollectionDocuments/EN/assets/uploads/KBank%20Privacy%20Policy%20(EN).pdf)
Furthermore, for the purpose of this clause, "processing" means one or multiple activities that impact on personal data, including collection, recording, analysis, confirmation, storage, rectification, disclosure, combination, access, tracing, retrieval, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion, destruction or other relevant activities.
The Cardholder, by entering these Terms and Conditions, hereby acknowledges and agrees that the Cardholder voluntarily consents to the processing of his/her personal



data pursuant to, and for the specific purposes specified in this clause being fully informed and aware of (i) the data to be processed, (ii) the purposes of such processing, (iii) the persons authorised to process such data, (iv) processing methods, (v) potential unexpected consequences and/or damages, (vi) the start time and the end time of personal data processing and (vii) the Cardholder's rights and obligations under applicable laws in relation to his/her own personal data. The Cardholder hereby confirms that the Cardholder has been informed of that some or all of the personal data to be processed are sensitive personal data under applicable laws. To amend detailed data and/or information, the Cardholder must notify KBank in advance following the procedures provided by KBank.

- 62.2 In the event that the Cardholder discloses another person's personal data to KBank for the aforementioned purposes, the Cardholder represents and warrants to KBank that the Cardholder 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.
63. These Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam.
64. All disputes arising out of or in connection with these Terms and Conditions shall be referred to and finally resolved by Vietnamese competent courts.
65. These Terms and Conditions are made and executed in the form of electronic messages in accordance with the laws of Vietnam via the K PLUS Vietnam or other applicable KBank's application/channel.
66. The Cardholder agrees and acknowledges that the details of Credit Card ,including but not limited to credit limit, the interest rate, repayment period and the available period of the facility, shall be approved and informed by KBank to the Cardholder in a separate letter, as amended, supplemented or replaced from time to time ("**Bank Approval Notice**") in accordance with these Terms and Conditions which shall be effective from the date of KBank notifying the Cardholder by sending the Bank Approval Notice to the Cardholder.
67. These Terms and Conditions, any addendums, amendments and supplements thereof are entered into by using e-signatures of the Cardholder and KBank. The e-signature is established in the form of data messages including words, letters, numerals, symbols, sounds or other forms by electronic means ("**E-signature**"). The Cardholder agrees that the E-signature of the Cardholder may establish in the forms of digital, password (PIN), One Time Password (OTP) or SMS which allows KBank to confirm the Cardholder's login to K PLUS Vietnam. These Terms and Conditions shall be deemed as executed as of the moment that KBank sends the Bank Approval Notice to the Cardholder via its email, and/or other instruments used by the Cardholder to log in to K PLUS Vietnam or other applicable KBank's channel. The Cardholder also agrees that these Terms and Conditions, any addendums, amendments and supplements thereof, which is part of the Credit Card Contract, shall be deemed as the e-contract between the Cardholder and KBank and the acts of inputting PIN, OTP, or sending OTP will be considered as sending data messages of offer and acceptance to conclude any e-contract formed between KBank and the Cardholder.



68. Furthermore, these Terms and Conditions and/or other documents related to the Credit Card that may be executed by the Cardholder and KBank using the E-signature or any e-contract between the Cardholder and KBank shall be treated equivalent to hard-copy contracts signed by wet-ink signatures, fully binding and with full legal force and effect and KBank can use as an evidence in proving that these Terms and Conditions has entered into the transaction and in the legal proceedings in all aspects.
69. These Terms and Conditions are made in bilingual of Vietnamese and English languages. In the event of any inconsistency between the Vietnamese language and the English language in this Agreement, the Vietnamese language shall prevail.

**Terms and conditions for use of Credit Card in lieu of cash for payment
for goods and/or services**

1. In using the Credit Card for payment of goods and/or services in lieu of cash, the Cardholder shall present the Credit Card to the Merchant and allow the Merchant to issue a receipt as evidence of payment by the Credit Card and shall sign by itself the documents (as required by KBank) in accordance with KBank procedures except for the orders of goods and/or services with the Merchant that accepts payment via the Cardholder's verbal or written notification of the Credit Card number. In such case, the Cardholder agrees that the documents and/or buying order information prepared by the Merchant and/or the Card Association are the evidence of the Cardholder's Credit Card use for payment of goods and/or services in lieu of cash, and are the Cardholder's instruction for KBank to make payment of goods and/or services to the Merchant upon their collection.
2. If the Cardholder charges goods/services to its Credit Card by disclosing to the Merchant its Card Account number or through other means, the Cardholder shall agree to deem that the order form issued by the Merchant is a proof of payment by the Credit Card. The Cardholder agrees that it is at its instruction that KBank pays the Merchant and/or Member Bank when payment is requested. The Cardholder shall also allow KBank to prepare the Card Account and show spending items and total debt in the Cardholder's Account Statement.
3. KBank will not be responsible for any case where the Merchant does not agree to accept the Credit Card or allow the use of the Credit Card for transaction with it.
4. If the Credit Card is used to pay for goods and/or bills by automatic monthly debit (e.g. utility bills, telephone bills, mobile phone bills) with written permission of the Cardholder, if the Credit Card number changes and KBank issues a new Credit Card, KBank shall debit the Cardholder's Card Account using the new Credit Card number. The Cardholder shall be responsible for informing the Merchant of the new Credit Card number. If the Cardholder wishes to cancel such a service, the Cardholder shall inform the service provider of the cancellation.
5. In any event, KBank shall not take any responsibility should the Merchant refuse to accept the Credit Card for payment of goods and/or services. If any goods and/or services purchased via the Credit 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 directly.



6. 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.
7. 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 the Credit Card number for the Merchant to collect the payment from KBank, the Cardholder agrees that if the Cardholder objects that the Cardholder has not in fact ordered the goods/services 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 before the objection by the Cardholder, the Cardholder may make a claim to KBank by following the Cardholder investigation and complaint settlement procedure specified by KBank. KBank would be exempt from liability for all issues, disputes, complaints and claims arising in connection with the use of the Credit Card for payment of goods and/or services, except for the cases where such issues, disputes, complaints and claims arise due to KBank's faults. The outcome is sole decision of KBank, and it is considered as final judgement.
8. Cardholder will bear all financial losses from Card Transaction via chip and/or chip contactless and/or online Card Transactions using online authentication for Credit Card.
9. KBank have the right to reject Cardholder' claim in case the Cardholder does not allow KBank to block its Credit Card, or delay or fail to promptly inform KBank about any suspicious transaction or Credit Card information leakage, etc. being detected despite having received the notification from KBank from time to time.
10. KBank shall settle the claim within 55 (fifty-five) KBank's working days from the date of first receiving the request for investigation and claim from the Cardholder. In case KBank requests the Cardholder to respond with information, supplement the complaint investigation document or receive the complaint investigation result via recorded phone, email or otherwise as specified by KBank if the Cardholder does not respond/answer on time, KBank will handle it according to regulations issued by KBank/Card Association from time to time. Upon expiration of the time for handling the investigation or claim but the causes or the party making mistakes are yet to be identified, KBank and the Cardholder shall, within 15 (fifteen) KBank's working days, together discuss the treatment. In case KBank, the Cardholder and concerned parties cannot reach an agreement and/or disagree with the results of investigation or claim, the dispute settlement shall be subject to laws and regulations.

Terms and Conditions for Purchase of Goods/Services under Installment Plan

The following terms and conditions are enforced with the Cardholder who wishes to pay for products and/or services in installments, which is a part of these Terms and Conditions.

1. The Cardholder can use the Credit Card to buy products and/or pay for services at the Merchant under the specified conditions. The Cardholder hereby agrees to perform in compliance with the following terms and conditions:
 - 1.1 The value of the products and/or services must not be less than the minimum set by the Merchant and KBank.
 - 1.2 The Cardholder agrees to pay for products and/or services in installments according to the period and conditions as agreed with the Merchant and KBank.



- 1.3 The Cardholder agrees to pay the installment fee (if any) which shall be calculated according to the agreed period and conditions. The fee when combined with the prices of goods/services, will become the total amount due of the Cardholder.
2. When the Cardholder agrees to purchase products and/or services from the Merchant as mentioned in Clause 1 in this section, the Cardholder shall present the Credit Card to the salesperson offering products and/or services for the Merchant and sign the sales slip as an evidence for the purchase of the products and/or services. The sales slip shall indicate the price of products/services, installment terms, installment interest (if any), installment fee (if any), total amount and monthly amount.
3. The monthly amount will be calculated from the price of products/services plus interest rate (if any) and divided by the number of months for product/service installment payments as selected by the Cardholder. The monthly amount must be paid in full by the Cardholder. The amount shall be included as obligation and/or debt of the Cardholder to be paid monthly, which will also show in the monthly Account Statement.
4. KBank will collect the money from the Cardholder per the amount of the monthly installment, based on the sales slip. Payment collection shall start from the date of the next statement and continue every month until the debt is fully settled. The Cardholder is not allowed to change the chosen installment terms.
5. Return and exchange of goods and/or services shall be subject to the terms and conditions specified by the Merchant and/or supplier of goods and/or services, without KBank's involvement.
6. If the Cardholder pays the outstanding balance incurred from the Credit Card spending in full within the due month, the Cardholder shall not be liable for any interest and/or fees. However, if the Cardholder's payment amount is less than the monthly amount specified in the Account Statement (partial payment), the Cardholder shall pay interest for the unpaid amount at the Credit Card interest rate as announced by KBank at that time.
7. The Cardholder agrees to be bound by and comply with the request/application when the Cardholder applies installment feature with KBank (both KPLUS Vietnam and/or other designated channels which the Cardholder applies for) or other terms and conditions which are related to installment including KBank's announcements regarding interest rates, penalties, fees, and other expenses as prescribed by KBank relating to the Credit Card. The Cardholder represents and warrants that the Cardholder completely and the Cardholder has thoroughly read and understood such terms and conditions and/or documents related to installment feature.
8. The Credit Card must be valid throughout the installment terms. If the Credit Card is terminated before installment terms for whatever reason, the Cardholder shall be fully responsible for the outstanding amount. The Cardholder shall pay interest or fee for terminated installment plan as announced by KBank at that time.
9. The Cardholder may conduct transactions via mobile phone/application/electronic channels to request payment of its Credit Card spending to be in installments, under the following conditions:
 - 9.1 The installment amount shall not be less than 2,000,000 (two millions) VND /sales slip with interest and/or fees in accordance with the conditions and rates established by KBank.
 - 9.2 The items of cash withdrawal, payment installment, Credit Card payment to buy investment units of all types of funds, interest, penalties and fees shall not be applicable with this service.
 - 9.3 In case of the Credit Card cancellation, KBank has the right to immediately collect all outstanding amounts, interest and fees.



Terms and conditions for use of Credit Card for cash withdrawal with ATMs

1. The Cardholder may use the Credit Card for cash withdrawal services that are allowed by the conditions governing the Credit Card with ATMs of KBank, or other Member Banks worldwide, in accordance with features of each Credit Card as specified by KBank. When withdrawing cash from ATMs, the number of transactions and amount of money withdrawn are subject to credit limit and cash limit, the Cardholder may not withdraw cash exceeding the limit set by KBank/ Member Bank, nor more frequently than the number of withdrawals set by KBank/ Member Bank. The Cardholder must abide by regulations and procedures established by KBank/Member Bank offices and/or office of Card Association.
2. The Cardholder shall use its PIN to access its Card Account through an ATM. The PIN may be changed at the discretion of the Cardholder per the conditions of use of the Credit Card and the process specified by KBank.
3. For the sake of the Cardholder's financial safety at ATM, there is a limit of three incorrect inputs of the PIN, after which the Cardholder will not be able to use the Credit Card to operate transaction at ATM, and must contact KBank.
4. The Cardholder may request the use of the Cardholder's deposit account held with KBank with the Credit Card service. In this case, the Credit Card shall be treated as an ATM card. The Cardholder agrees to comply with the "Terms and Conditions of ATM Card Usage" and the methods of ATM service usage and other regulations related to the service, whether existing or to be established in the future, which the Cardholder may check at www.kasikornbank.com.vn or via the K-Contact Center, Tel. (028) 3821 8888.
5. The Cardholder may use the PIN to access normal ATM services, such as balance inquiries on the Card Account and/or a deposit account as mentioned in Clause 4 in this section, or for cash withdrawals, money transfers, utility payments, payments for goods and/or services, or for other services to be provided by KBank.
6. For payment of insurance premiums, the Cardholder agrees to be bound by the conditions stated in the insurance policy as issued by the relevant insurance company. Such services will be available only where the ATM can issue a written transaction record, as this would be a necessary document, which may be required as evidence for future claims, according to the conditions stated in the Cardholder's insurance policy.
7. The Cardholder agrees to pay related fees, and other expenses related to the use of the Credit Card such as for withdrawals, inter-provincial cash withdrawals, and/or fees or other expenses, by allowing KBank to debit the Cardholder's Card Account, and/or its linked deposit account, at the rate and within the timeframe specified by KBank, until related fee and/or expenses are paid in full.
8. KBank reserves the right to increase or cancel ATM access, or limit any particular service per these Terms and Conditions as it deems appropriate. If any new services are offered, KBank shall notify the Cardholder of the conditions, criteria and procedures for use of those services for the Cardholder to examine before using such services. If the Cardholder agrees to use those services (by means of its PIN), it will be considered that the Cardholder shall abide by the terms and conditions attached to those services, without providing any additional documents to KBank.



**Terms and conditions for use of Credit Card for cash withdrawal
from KBank/Member Bank counters**

1. The Cardholder agrees that each PIN given to the Cardholder, or changed by the Cardholder, can be used in place of a signature or data messages of acceptance for electronic transaction. The Cardholder shall be liable for all cash advances withdrawn from KBank / Member Bank counters under the terms and conditions governing such use, and for the total amount withdrawn. In addition, the Cardholder attests to cash advances withdrawn from KBank / Member Bank counters, either by itself, or by other persons using the PIN divulged to them by the Cardholder.
2. In order to withdraw cash from KBank and/or Member Bank counters, the Cardholder must present its Credit Card to the responsible KBank/Member Bank employee and sign documents in accordance with KBank's/Member Bank's procedures (if any). The Cardholder must abide by regulations and procedures established by KBank and/or Member Bank.

Terms and Conditions for KBank Reward Points

1. KBank may conduct reward point or cashback campaigns from time to time, which shall be notified to the Cardholder. The Cardholder agrees to be bound by all related terms and conditions.
2. Point redemption for rewards or cashback shall be applicable for the Cardholders who are KBank's Credit Card members having the normal Credit Card status as of the redemption dates, and who have met the terms and conditions for Credit Card repayments as agreed upon with KBank.
3. KBank has the right to recall KBank reward points or cashback if the Cardholder has been found to have used its Credit Card with its own Merchant, or if the Cardholder has used the Credit Card to repay debt that has not been incurred from payment of goods and/or services from Merchants, or if there has been no actual payment of goods and/or services, or if the Cardholder's Credit Card has been fraudulently used for payment of goods and/or services.
4. If the Credit Card has been canceled, in whatever the case, KBank has the right to cancel all outstanding reward points or cashback in the Credit Card from the system.
5. The Cardholder may check the conditions for KBank reward points or cashback and other related details at www.kasikornbank.com.vn or via the K-Contact Center, Tel. (028) 3821 8888.



**AGREEMENT ON PROVISION AND PROCESSING OF PERSONAL DATA AND CREDIT
INFORMATION**
For Financial Products Offered by KBank

I, the credit applicant and account owner of an account whose information is recorded in the application for credit in KPLUS Vietnam Application or another applicable application/channel owned by KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City (hereinafter referred to as the “**Bank**”) for applying for loan or credit facility from the Bank that was submitted to the Bank and/or mentioned in the Bank Approval Notice per details as following:

Full name :
ID Number :
Residential address :
Phone number :
Email :

(hereinafter referred to as “**Customer**”).

The Customer hereby executes this Agreement on Provision and Processing of Personal Data and Credit Information for Financial Products offered by the Bank (hereinafter referred to as “**Agreement**”) with the Bank with its registered address at Sun Wah Tower, 115 Nguyen Hue Street, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam, Establishment and Operating License No. 04/GP-NHNN issued by the State Bank of Vietnam on 19 January 2021 and the Legal Representative: Mr. Chatuporn Boozaya-Angool.

By entering into this Agreement, the parties agree that they shall be bound by the following terms and conditions:

1. The information given by the Customer in accordance with the Agreement is complete, true and accurate in all respects.
2. To the extent permitted by law, Customer agrees, acknowledges and consents that the Bank may process Customer’s personal information, including basic personal data and sensitive personal data, including but not limited to name, surname, credit information, identification number, financial information, address and/or other information and transfer such data to KASIKORNBANK PUBLIC COMPANY LIMITED together with the affiliates/subsidiaries of KASIKORNBANK PUBLIC COMPANY LIMITED, the Bank’s outsourcing service providers, agents, business partners, sub-contractors, co-branding alliances, prospective rights/obligations assignees, rights/obligations assignees and cloud computing service providers whether located in Vietnam or outside Vietnam for the purposes of (i) executing and implementing of the loan agreements/credit agreements; (ii) facilitating Customer to perform its obligations under the loan agreement/ credit agreement; (iii) conducting credit analysis or appraisal; (iv) debt collection; (v) risk management and/or complaint



management; (vi) customer services/management; and/or (vii) complying with applicable laws and regulations.

The Customer further agrees and consents to the recipient(s) mentioned above to process of Customer's personal information for the same purposes set out above.

For the purpose of this Agreement, "processing" means one or multiple activities that impact on personal information, including collection, recording, analysis, confirmation, storage, rectification, disclosure, combination, access, tracing, retrieval, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion, destruction and/or other relevant activities.

3. The Customer agrees, acknowledges and consents that the Bank and the recipients of personal information of Customer as referred in clause **Error! Reference source not found.** has the rights to process Customer's personal data (including without limitation personal information received pursuant to clauses **Error! Reference source not found.**, 4 and 5) for the purpose of offering Customer with suitable products of the Bank in the future. The Customer acknowledges that the consent for personal information processing for the purpose of offering products as contemplated in this clause shall survive termination of this Agreement (including without limitation where the Customer does not have any account or loan with the Bank).
4. The Customer agrees, acknowledges and consents that the Bank is authorized by the Customer to retrieve and/or obtain Customer's credit information from and to provide Customer's credit information to the Credit Information Company (as defined below) of which the Bank is a participating organization under the Government's Decree No. 58/2021/ND-CP dated 10 June 2021 (as amended or supplemented from time to time) in order to analyze, process, evaluate and synthesize Customer's credit information data for assessing financial needs and other lawful purposes as prescribed by laws under the following terms and conditions:
 - (a) The Credit Information Company means Vietnam Credit Information Joint Stock Company with its Enterprise Registration Certificate No. 0102547296 issued for the first time on 27 November 2007 (as the same may be amended or supplemented from time to time).
 - (b) In the event that the Credit Information Company has its Certificate of Eligibility for Providing Credit Information Services revoked, the Bank will stop providing the Borrower's credit information to the Credit Information Company and the Borrower's credit information at the Credit Information Company will be handled in accordance with the government's regulations on the provision of credit information services. Within a maximum period of 10 (ten) Business Days from the date the Bank receives the notice from the Credit Information Company about the credit information processing plan, the Bank will notify the Borrower of such plan.

In this Agreement, a "**Business Day**" means a day (other than a Saturday, a Sunday or a public holiday as prescribed by the laws of Vietnam or the days on which the Bank is required to close its business to comply with a decision of the competent authority) on which the Bank is open for general business in Vietnam.
 - (c) Contents of Customer's credit information to be provided and the provision of Customer's credit information by the Bank to the Credit Information Company shall comply with the Government's regulations on the provision of credit information services and other related regulations.



- (d) *Customer's credit information at the Credit Information Company will be processed in accordance with the regulations on the provision of credit information services.*
- (e) *Customer acknowledges that the Credit Information Company is responsible for ensuring the storage and maintenance in full and accuracy of Customer's credit information provided by the Bank. Customer has the right to request the Credit Information Company or the Bank to ensure the accuracy of Customer's credit information when there is clear evidence to prove Customer's credit information in the system of the Credit Information Company is inaccurate or incomplete.*
- (f) *The Customer affirms to understand and have clear awareness that: (i) the credit information provided includes sensitive personal data as stipulated by the laws regarding personal data protection; (ii) the credit information contains sensitive personal data that will be collected, processed, and stored for a minimum period of five (5) years, for the purpose of creating credit information products using specialized software provided by the Credit Information Company; and (iii) any consent by the Customer under this Agreement is voluntary and based on a clear understanding of the Customer of its rights as per relevant legal provisions.*
5. *Customer agrees and consents for the Bank to retrieve data, including basic and/or sensitive personal data (including without limitation credit information, credit rating information, account information, deposit information, deposited asset information, transaction information, and/or information about organizations and/or individuals as guarantors), from third party sources and/or data which are disclosed by third party sources to implement purposes set out in clauses **Error! Reference source not found.** to 4 of this Agreement. Third party sources mentioned in this clause include but are not limited to business partners and/or any person having underlying contract with the Bank for conducting credit analysis in order for the Bank to provide financial services to Customer upon request and/or serving the Bank and Customer in order for the Bank to grant financial accommodation to Customer and/or for the purpose of debt collection. Customer fully understands that the Bank have the rights and obligations relating to this data processing under the law regarding personal information collected and/or processed by the Bank, its third party's sources and/or business partners.*
6. *The Customer acknowledges that Customer will have rights and obligations towards his/her personal data as set out under applicable regulations on personal data protection, loan agreement/credit agreement between the Customer and the Bank, and the KBank Privacy Notice set out below. If Customer has any question or complaint regarding personal data processing set out in this Agreement, Customer may contact the Bank per contact details set out in the KBank Privacy Notice. The Bank will implement necessary security measures to protect personal data of the Customer and prevent any potential consequences and damage that may happen*
7. *Customer represents and acknowledges that Customer has read, understood and accepted the KBank Privacy Notice which is available at:*
[https://www.kasikornbank.com.vn/SiteCollectionDocuments/EN/assets/uploads/KBank%20Privacy%20Policy%20\(EN\).pdf](https://www.kasikornbank.com.vn/SiteCollectionDocuments/EN/assets/uploads/KBank%20Privacy%20Policy%20(EN).pdf)



KBank Privacy Notice (as may be amended and notified to Customer from time to time by the Bank) forms part of this Agreement. If there is any conflict between the KBank Privacy Notice and this Agreement, this Agreement shall prevail.

8. *Customer agrees and acknowledges that where Customer's consent is given, sent, received, collected or processed via the Internet (or any other electronic form), it shall be deemed as valid and enforceable consent to process, disclose or use its information, and Customer will not dispute the validity, accuracy or authenticity of its consent on the ground that it is in the form of electronic data used as evidence of Customer's consent.*
9. *Depending on the relevant purpose, personal data of the Customer obtained under this Agreement shall be processed from the time such data are provided to the Bank until: (i) this Agreement is terminated; (ii) the relevant purpose is completed (including offering the Bank's products set out in clause 3 above); or (iii) until all outstanding loans of the Customer have been repaid, whichever is later. In the event that credit application of Customer is rejected, this Agreement shall be automatically terminated except for the rights and obligations for purpose of banking operation in connection with the application for credit extension/application and for the purpose of offering the Bank's products set out in clause 3 above.*
10. *Customer agrees and acknowledges that the entry into this Agreement is one of the primary conditions of applying for financial services provided by the Bank because the Bank needs to use Customer's personal data, including without limitation credit information, for consideration, analytics and approval. Therefore, Customer hereby confirms that Customer (i) has been provided with full information and (ii) has received full consultation and explanations about the contents of this Agreement. Additionally, Customer has read, understood and accepted the provisions set forth in this Agreement.*
11. *This Agreement, any addendums, amendments and supplements hereof are entered into by using Customer's e-signatures. The e-signature is established in the form of words, letters, numerals, symbols, sounds or other forms by electronic means (hereinafter referred to as the "**E-signature**"). Customer agrees that Customer's E-signature may establish in the form of digital, password (PIN), One Time Password (OTP) which allows the Bank to confirm Customer's authentication. This Agreement executed by Customer's E-signatures shall be treated as an original signed by wet-ink signatures, fully binding and has legal validity towards Customer. Further, the Bank may use this Agreement executed by E-signatures as evidence in proving that Customer has entered into this Agreement and for other necessary legal proceedings.*
12. *This Agreement shall be governed by and construed in accordance with the laws of Vietnam. All disputes arising out of or in connection with this Agreement (including any non-contractual dispute and any dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) shall be referred to and finally resolved by Vietnamese competent courts.*
13. *This Agreement is made in bilingual (Vietnamese and English). In case there is a consistency between the two languages, the Vietnamese version shall prevail.*