



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

These terms and conditions shall be applied with the person applying for Debit Card (as defined below) via K PLUS Vietnam (as defined below) and approved as a cardholder of Debit Card. The Cardholder hereby agrees to be bound by and comply with the terms and conditions for the use of Debit Card (the “**Terms and Conditions**”):

The following terms shall have the definitions set forth below:

“ATM”	refers to	automated teller machine (ATM) of KBank and/or Member Banks
“Funds Transfer Tools”	refers to	Debit Card and/or Password and/or PIN and/or Debit Card number (Debit Card ID) and/or Debit Card number and/or CVV number and/or One Time Password (OTP) and/or any other tools used by the Cardholder to access the Debit 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 Banks”	refers to	other banks or non-banks (if applicable) that are participating or being member of Card Issuing Company (ies)
“Debit Card”	refers to	a debit card issued by KBank or 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, by debiting the Cardholder’s deposit account only.
“Card Issuing Company”	refers to	Visa International Service Association and/or Mastercard International Incorporated and/or China UnionPay Company Limited and/or JCB International Company Limited and/or the National Payment Corporation of Vietnam and/or other card issuing company(ies) and/or other institutions, subject to the joint terms under which KBank will become Member Banks in the future.
“Card Accepting Machine”	refers to	Point of Sale (POS) or device to connect with mobile phones or tablets or electronic devices on mPOS application or QR code or barcode generator/reader for automated credit line approval of the automated payment approval machine.
“Debit Card Transaction Notice”	refers to	notice or record of transaction from Debit Card.
“Cardholder”	refers to	a person applying for Debit Card via K PLUS Vietnam and/or other channels specified by KBank and approved by KBank as a holder of Debit Card.
“Merchant”	refers to	business office, service point or seller of goods/service provider accepting debit card payment.

General Terms and Conditions for all types of Debit Card

1. The Cardholder agrees and acknowledges that KBank issues the Debit Card to the Cardholder for use of services of KBank by debiting the Cardholder’s deposit account as specified by KBank. The Cardholder



shall link one Debit Card to one account only. The Cardholder will be able to use the Debit Card services only if the Cardholder's outstanding balance in the deposit account is sufficient for transactions and/or fee.

2. The Cardholder accepts that the Debit Card is the property of KBank, and the Cardholder is responsible for keeping the Debit Card and shall not transfer or deliver the Debit Card to another person.
3. The Cardholder agrees to use the Funds Transfer Tools in accordance with the following terms and conditions:
 - 3.1. After the Debit 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, using the process as provided by KBank without giving notification to KBank.
 - 3.2. The Funds Transfer Tools shall be kept confidential by the Cardholder. Disclosure of Funds Transfer Tools is deemed as non-compliance with the 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 the Terms and Conditions and the Debit Card has been used, the Cardholder agrees to be responsible for the use of such Debit Card by deeming that the Cardholder has used the Debit Card by itself, except where the Cardholder can apparently prove that it has not been the Cardholder's fault.
 - 3.3. In case where the Funds Transfer Tools are lost/stolen/suspended, or in case where the Cardholder forgets the Funds Transfer Tools, the Cardholder shall contact the K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week.
 - 3.4. 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 Debit Card and/or the Funds Transfer Tool, shall be deemed complete and valid, and shall be binding upon the Cardholder as if it were conducted by the Cardholder itself; and it shall be deemed executed by the Cardholder by way of electronic signature and/or data messages including but not limited to inputting password (PIN), One Time Password (OTP), sending Short Messaging Service (SMS), OTP Matrix Card, or using any other verification tools such as biometric data (e.g. fingerprints or facial recognition) 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 Debit 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.
4. If the Debit 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 Debit Card and shall contact K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week to unlock the card and customers can reset their PIN by themselves in K PLUS Vietnam.
5. The Cardholder may request KBank to block the Debit 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. - 16:00 pm. excluding Saturday, Sunday or a public holiday as announced by the State Bank of Vietnam. The Debit Card shall be blocked within 5 (five) minutes after KBank receives the complete instruction or notification from the Cardholder and Cardholder receive confirmation of blocking the card from the K-Contact Center or KBank staff. Any liabilities incurred after the 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.
6. 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 Debit Card. The Cardholder can view and consider the announcement of fees according to different types of the Debit 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 deem appropriate. The Cardholder may view the entries of debited amounts for payment of annual fee, fees and/or incurred expenses in the Debit Card Transaction Notice and/or deposit account statements until the Cardholder gives notice for termination of the Debit Card use or until KBank revoke the Debit Card use of Debit Card.

The Cardholder consents and authorizes KBank to deduct fund per the procedure as specified in Clause 14 for payment of fee and/or related expenses until the fee and/or related expenses are paid in full. The Cardholder agrees and accepts that, if the outstanding balance of the Cardholder's deposit account is not sufficient for such deduction, the Debit 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, and gives notice to KBank.

7. The Cardholder may use the Debit Card to use KBank's services within the limit as stipulated by KBank. The Cardholder may increase (up to the established maximum limit) or decrease the limit via channels specified by KBank. KBank reserves the right to change or add terms of the abovementioned services 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 Debit Card spending in any foreign currency shall be collected in Vietnamese Dong per the rates specified by the Card Issuing Company of which KBank is a member as of the date of such collection from KBank. If the amount is not in the US Dollar, it may be converted into the US Dollar before being converted into Vietnamese Dong for collection from KBank. The Cardholder may check the forex rate for reference at: VISA: <https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html>.

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 2.5% 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 base on the transaction amount and not return the currency conversion fee to Cardholder. The currency conversion fee may change and KBank shall notify by email, in-application notification or SMS or other channels that KBank deems fit to the Cardholder of such a change. The Cardholder may check the currency conversion fee at the "Notification on Service Charges, Penalty Fees related to Deposits, Loans and other Service Charges, Fees/Service Charges for ATM Cards, Debit Cards, Services of Funds Transfer and Foreign Instruments" that is currently applicable.

9. If KBank has found a suspicious and/or irregular payment of goods and/or services and/or withdrawal of the Cardholder, the Cardholder agrees that KBank shall have the right to immediately suspend the use of the limits for payment of goods and/or services, and/or withdrawal, 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 use the limits for payment of goods and/or services, and/or withdrawal. The Cardholder agrees and accepts that KBank's action has been performed for the Cardholder's security and benefits.
10. In case where the Cardholder wishes to use the Debit Card for payment of goods and/or services on the internet or online channels, the Cardholder shall apply for the Internet Shopping by K-Debit Card service per the formats and methods specified by KBank.
11. In case of the Debit Card spending for which the Cardholder has requested the Debit Card Transaction Notice, KBank shall send the Debit Card Transaction Notice to the Cardholder via the channels and per the formats and schedules specified by KBank. Should any inaccurate transaction be found, the Cardholder shall inform KBank of such inaccuracy within 10 (ten) business days of receipt of the Debit Card Transaction Notice in accordance with the normal postal period. However, the Cardholder shall not be deprived of their rights should the Cardholder be able to later prove that some expenses shown in the Debit Card Transaction Notice are inaccurate, which is not caused by the Cardholder's fault or error. The Cardholder shall lodge an objection within 60 (sixty) days of receipt of the Debit Card Transaction Notice from KBank.
12. Should the Cardholder wish to change the method to receive the Debit Card Transaction Notice, the Cardholder shall notify in contact KBank to KBank at least 30 (thirty) business days in advance. The



Cardholder agrees that KBank shall send the Debit Card Transaction Notice via the channels and per the formats and schedules specified by KBank only.

13. KBank has the right to amend these Terms and Conditions unilaterally by sending a notice 15 (fifteen) business days to the Cardholder by email, in-application (K PLUS Vietnam) notification, SMS or other channels that KBank deems appropriate. Additionally, KBank has further right unilaterally to terminate the Debit Card service, revoke or reject the use of the Debit Card or recall the Debit Card by sending a notice 15 (fifteen) business days to the Cardholder by email, in-application (K PLUS) notification, SMS or other channels that KBank deems appropriate in the following cases:
- 13.1. The Cardholder transfers the Debit Card to another person or allows another person to use the Debit Card on his/her behalf;
- 13.2. There is insufficient balance in the account for payment of fees and other expenses to KBank;
- 13.3. A lawsuit has been filed against the Cardholder, or the Cardholder has been requested for business rehabilitation or subject to receivership or faced criminal charge, or public agencies or competent authorities have issued an order to confiscate or garnish the Cardholder's property or the Cardholder's property has been ordered to become state property;
- 13.4. The Cardholder has died, suffered from chronic illness or become disabled, which KBank considers affecting the Cardholder's debt repayment capability;
- 13.5. The Cardholder has faced other problems, which KBank considers significantly affecting the Cardholder's debt repayment capability;
- 13.6. The Cardholder has made or used fake documents to apply for the Debit Card or other services related to the Debit Card or to avoid criteria of the Cardholder's qualifications per related laws or regulations announced by related supervisory agencies, or has had a behavior that can be convinced as being fraudulent against KBank or general public, or has had a behavior that can be convinced as contrary to laws/public order/good morals;
- 13.7. The Cardholder violates any of these Terms and Conditions, laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, requirements and orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable;
- 13.8. KBank has found that information in the application form or other documents of the Cardholder is inaccurate, incomplete or untrue or significantly misleading;
- 13.9. The Cardholder lacks any qualification per any prevailing laws or regulations, or any prevailing laws or regulations which stipulate that the Debit Card service under these Terms and Conditions can no longer be available; or
- 13.10. If KBank suspects that the Debit Card has been fraudulently used by other person, the Cardholder agrees and acknowledges that KBank has the right to immediately cancel the Debit Card for the Cardholder's security. KBank shall issue a new Debit Card and inform the Cardholder accordingly.

In case KBank has exercised its rights per 13.1-13.10, the Cardholder will not be able to use the Debit Card. To apply for a new Debit Card, please contact 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.

14. The Cardholder agrees to not use the Debit Card to buy any goods/services which are in breach of the laws, or the good moral of the society, or which are contradictory to the rules/regulations of the government authorities, KBank internal policy, the Card Issuing Company, or which may impact the image of KBank, including, but not limited to:
- 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;
 - 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;
 - other businesses as specified by Thai and Vietnamese laws, or in accordance with the announcements of Thai and Vietnam's government authorities.
15. The Cardholder hereby unconditionally and irrevocably allows and authorizes KBank to immediately debit any type of the Cardholder's deposit accounts held at KBank or opened and mainlined with KBank or any sum that is under the possession, care and/or authority of KBank, regardless of how KBank has obtained the funds, possession, care and/or authority, for payment of debts, fees, service charges, expenses, liabilities, and/or other amounts payable to KBank of the Cardholder, without prior notice. KBank will send evidence for account debit to the Cardholder.
- If there are no or insufficient funds in all types of deposit accounts, and/or any amount in the possession of the Cardholder is insufficient for full settlement of debt and/or liabilities, the Cardholder agrees to pay to KBank the outstanding debt and/or liabilities.
16. The Cardholder can use the Debit Card service via any other electronic channel that is available by KBank for doing transactions related to the Debit Card such as transaction inquiry and/or card suspension. The Cardholder agrees to comply with terms and conditions and the methods of the electronic channel.
17. If in the future KBank provides other services apart from those specified in these Terms and Conditions to the Cardholder, and the Cardholder agrees to use such services, the Cardholder agrees that no additional evidence shall be required.
18. The Cardholder agrees to comply with the applicable laws, rules, regulations, orders, handbooks, requests for cooperation and requirements of the SBV, a court of law, competent authorities, the Bank of Thailand and any other competent entities (as the case may be), at present, as supplemented and amended from time to time or to be made in the future (collectively, the **"Related Laws and Regulations"**). Whenever there is any change of the Related Laws and Regulations as notified by KBank from time to time, the Cardholder agrees to comply with such changes accordingly without delay. If the Cardholder violates or fails to comply with the Related Laws and Regulations, resulting in KBank being held accountable for fines, damages and/or expenses, the Cardholder agrees to assume responsibility for such fines, damages and/or expenses to KBank at once.
19. Collection, use or disclosure of information
- 19.1. 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, provided to and/or collected by KBank (as the case may be) for the purpose of entering these Terms and Conditions and for providing necessary service of Debit Card to the extent permitted by the applicable laws, for the purposes of (i) providing necessary services, (ii) fulfilling the request of the Cardholder before providing the services,



(iii) assigning third parties to support the services, including but not limited to information technology and communications, (iv) assignment of rights and/or obligations, (v) complaint management, (vi) complying with Related 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 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 KBank's Privacy Policy:

<https://www.kasikornbank.com.vn/EN/about/Pages/Privacy-Policy.aspx>

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.

- 19.2. 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 Clause 19.1 above upon 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 is sensitive personal data under applicable laws.
- 19.3. 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.
20. Changes of the Terms and Conditions:
 - 20.1. In case of changes that incur additional burdens or risks to the Cardholder, such changes shall become effective after the Cardholder's consent (in any form) has been granted.
 - 20.2. In case of changes other than those mentioned in 20.1 or changes of interest rates, penalties, fees, service charges and other expenses due to rising costs, the Cardholder agrees that KBank has the right to make any changes as KBank deems appropriate, and KBank shall inform the Cardholder of the pertinent information of such changes by email, SMS, in-application (KPLUS Vietnam) notification or any other channels that KBank deems appropriate.:
 - (a) not less than 30 (thirty) business days in advance; or
 - (b) for urgent cases: not less than 7 (seven) business days in advance via:
 - (i) letter; or
 - (ii) announcement in KBank's website.

In case of changes which are beneficial to the Cardholder or reduce the burden of the Cardholder, and which shall be in effect immediately, KBank shall inform the Cardholder of such changes within 30 (thirty) days after the effective date.



- 20.3. If there is any law and/or regulation requiring KBank to conduct any other act related to changes of the Terms and Conditions, the Cardholder agrees that KBank shall comply with such law and/or regulation. Furthermore, the Cardholder agrees and consents with KBank that KBank is eligible to conduct relevant actions with the Cardholder in order to comply with laws and/or regulations and/or the amendment of such law and/or regulation.
- 20.4. If the Cardholder does not accept the change or addition to the terms and conditions, the Cardholder must stop using the Debit Card as soon as possible, and terminate the Debit Card. If the Cardholder continues to use the Debit Card after the change or addition takes effect, the Cardholder is deemed to have accepted the change or addition without reservation or execution addition document/form.
- 20.5. The Cardholder hereby accepts such changes that would be deemed to have been included in these Terms and Conditions as if they were made to these Terms and Conditions on the date that such changes are stated by us to take effect. Although KBank may post the amended Terms and Conditions at any given time on KBank's website or KBank may inform the Cardholder of such amendments/changes by way of using any other methods permitted by the applicable laws and/or as agreed under these Terms and Conditions, the Cardholder shall regularly review the Terms and Conditions on KBank's website and check for changes. As long as changes are posted on KBank's website or informed to the Cardholder through means of communication available to KBank, the Cardholder will be treated as accepting the changes on that date unless the Cardholder contact us via the K-Contact Center, Tel. (028) 3821 8888 throughout 24 (twenty-four) hours/7 (seven) days a week or writes to KBank to express such disagreement and tell KBank that the Cardholder intends to terminate the agreement with KBank and not accept the changes. The continuation to use products or services shall be deemed consent to accept and abide by the modified Terms and Conditions.
21. For transactions which are not required with authentication including but not limited to OTP, the Cardholder authorizes, allows, and appoints KBank to process the online transaction without such authentication. On the other hand, for transactions which are required with the authentication, the Cardholder shall be deemed acceptable successfully once inputting the required authentication including but not limited to biometric data, fingerprints, facial recognition, OTP.
22. In case any document, letter or notice is delivered by KBank to the Cardholder per the home or office address, mobile phone number or email address or via any other means, earlier provided to KBank, KBank shall deem that such an address is correct, and the Cardholder acknowledges that it is duly delivered since such notification is dispatched from KBank's system.
23. Should there be any change in home address, office address, telephone number, email address, occupation and/or other relevant information of the Cardholder, the Cardholder must notify and make changes to such information immediately at the office of KBank during Monday to Friday from 8:30 am. - 16:00 pm and a change can only be effective if accepted and recorded by KBank.
24. The Cardholder agrees that KBank may transfer the rights and/or benefits and/or duties, either wholly or in part, under the Terms and Conditions to any other person without request further consent.
The Cardholder cannot transfer the rights and/or benefits and/or duties, either wholly or in part, under these Terms and Conditions to any other person.
25. Any delays or exemptions in exercising rights under the law or these Terms and Conditions shall not be regarded as KBank's relinquishment of such rights or as KBank's giving the Cardholder consent to perform any act.
26. If any clause of these Terms and Conditions is contradictory to or do not correspond with the prevailing laws or regulations of Vietnam, the stipulation of the laws or regulations shall prevail and replace the related clause.

Terms and Conditions for use of the Debit Card via ATM

1. The Cardholder shall withdraw cash from the deposit account linked with the Debit Card in the amount not exceeding the balance therein. The transaction amount shall be updated in the Cardholder's deposit account within the same day.



2. The Cardholder shall be informed by an ATM when it has run out of printing Debit Card Transaction Notice and can then choose to continue to process the transaction if the Cardholder agrees to do so. The Cardholder agrees and acknowledges that the Cardholder may check the transaction amount from the Cardholder's passbook deposit account or K PLUS Vietnam. However, a deposit transaction and/or funds transfer to another person's account or another bank's account cannot be processed.
3. In case of service addition, KBank shall inform the Cardholder of related details, terms and conditions, criteria and methods, which the Cardholder may verify prior to using the service. Once the Cardholder agrees to use such service (to be used with the Funds Transfer Tool), the Cardholder shall be deemed to be bound by the terms and conditions of such a service, without the need to provide any other document to KBank unless KBank inform the Cardholder otherwise.

Terms and Conditions for use of the Debit Card for payment of goods and/or services

1. In using the Debit Card for payment of goods and/or services in lieu of cash, the Cardholder shall show and hand over the Debit Card to the Merchant so that the Merchant can prepare the evidences of the Debit Card use, and/or shall sign, by himself/herself, the documents (as required by KBank) per the formats and methods specified by KBank/the Merchant, except for the orders of goods and/or services with the Merchant that accepts payment via the Cardholder's verbal or written notification of the Debit Card number. In such a case, the Cardholder agrees that the documents and/or buying order information prepared by the Merchant and/or the Card Issuing Company are the evidences of the Cardholder's Debit 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. The Cardholder agrees to authorize KBank to debit the Cardholder's deposit account linked with the Debit Card to the Merchant per the methods and criteria established by KBank. In case of recurring payment, KBank shall debit the deposit account in accordance with the amount and timeline that the Merchant notifies KBank for each payment period, such debiting shall be deemed as accurate and binding upon the Cardholder, without the need to provide any additional consent or any other document to KBank. If KBank cannot debit the deposit account, for whatever reason, including (but not limited to) the fact that the balance of the deposit account is insufficient for debiting or the Debit Card number notified to the Merchant has been cancelled or changed and the Cardholder has not notified such cancellation or change to the Merchant, KBank may withhold such payment of goods and/or services and shall not debit the deposit account again, deeming that such debiting is unsuccessful.
3. In any event, KBank shall not take any responsibility should the Merchant refuse to accept the Debit Card for payment of goods and/or services.
4. If any goods and/or services purchased via the Debit Card are defective or damaged, or if the Cardholder is not satisfied with the services provided, the Cardholder has no right to claim responsibility from KBank and shall make its claim with the Merchant itself directly.
5. The Cardholder agrees and acknowledges that the exchange or return of goods and/or services shall be in accordance with the requirements of the Merchant. KBank is not involved with any exchange or return of goods and/or services; it is the Cardholder's responsibility to process the exchange or return of goods and/or services.
6. In case KBank has entered into an agreement with the Merchant wherein the Cardholder may order goods and/or services via the Cardholder's verbal or written notification of the Debit Card number for the Merchant to collect the payment from KBank, the Cardholder agrees as follows:
 - 6.1. If the Cardholder objects that the Cardholder has not in fact ordered the goods/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 following the customer 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 Debit 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.



- 6.2. The Cardholder shall not be deprived of the right to cancel the payment of goods and/or services within 45 (forty-five) days of the date of goods order or service request or within 30 (thirty) days of the due date of goods and/or service delivery, Should the Cardholder prove that the Cardholder has not received the goods and/or services, or has not received the goods and/or services per the schedule, or has received the goods and/or services that are incomplete or defective, or do not conform with the objective, in this case, KBank shall suspend the collection of payment from the Cardholder. If the collection has already been made, the Cardholder shall make its claim with the Merchant itself. KBank may but is not obliged to give the Cardholder evidence of such transaction if the Cardholder so requests. KBank would be exempt from liability for all issues, disputes, complaints and claims arising in connection with the use of Debit 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.
7. Cardholder will bear all financial losses from Chip/Chip Contactless card transactions and/or online transactions using online authentication for debit card.
8. Cardholder will bear all financial losses in case Cardholders intentionally delay the notice to KBank about suspicious or fraudulent transactions informed by Kbank through channel notification regulated by KBank from time to time.
9. KBank have the right to reject Cardholders' claims in case cardholders do not allow KBank to lock their cards, or delay or fail to promptly inform KBank about any suspicious transaction or card information leakage, etc. being detected despite having received the notification from KBank defined by KBank from time to time.
10. Cardholder must block the card or notify KBank about cases of cards being lost, stolen, disclosure. The Cardholder will bear all financial losses before KBank receives the Cardholder's notice via K-Contact Center or KBank system receive the card blocking message from the Cardholder.
11. KBank shall settle the claims within 55 (fifty five) business days from the date of first receiving the request for investigation and claim from Cardholders . 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, etc. 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 Issuing Company from time to time. Expiring the time for handling the investigation or claim but the causes or the party making mistakes are yet to be identified, KBank and Cardholders shall, within 15 (fifteen) business days, together discuss the treatment. In case KBank, Cardholders and concerned parties cannot reach an agreement and/or disagree with the results of investigation or claim, the dispute settlement shall be subject to law regulations.
12. Prohibited acts when using the Debit Card
 - Performing, organizing the performance or creating conditions for others to perform fraudulent, forgery, and fraudulent card transactions at merchants (does not arise from the purchase and sale of goods and provision of services;
 - Stealing, colluding to steal card information; disclosing and providing card information, Cardholder and card transactions in contravention of the law;
 - Infiltrate or attempt to illegally infiltrate, destroy program or database of card issuing and payment system, electronic clearing of card transactions;
 - Using the card to make transactions for the purposes of money laundering, terrorist financing, fraud, fraud and other illegal acts;
 - Buying, selling, renting, leasing card or card information.
