



## TERMS AND CONDITIONS

### 1. DEFINITIONS

The wording used in these Terms and Conditions shall be construed as follows:

- 1.1. **"Account"** means any account held by the Customer opened via K PLUS Vietnam or KBank Loan App, or other channels as determined by KBank from time to time.
- 1.2. **"Customer"** means the owner of the Account.
- 1.3. **"Dormant Account"** means the Account through which no transaction (other than payment of interest and recurring regular charges or regular receivables of similar nature) has been made for a consecutive 720 (seven hundred and twenty) days or more.
- 1.4. **"KBank"** means all branches of KASIKORNBANK PUBLIC COMPANY LIMITED in Vietnam duly established and existing under the laws of Vietnam.
- 1.5. **"Personal Data"** means (i) any information can be used to identify the individual Customer, including but not limited to, name(s), signature sample, electronic signature, age, date of birth, place of birth, contact information, registered residential address(es), current address(es), email address(es), phone number(s), ID/passport number, date of issue and place of issue, nationality, citizenship, marital status, job, and source of income, and (ii) information about accounts, cash deposits, asset deposits, transactions and other related information.
- 1.6. **"Funds Transfer Tool"** means PIN and/or One Time Password (OTP) and/or any other method as determined by KBank used to accept/confirm on the Transaction Data, KBank's services or other channels/services (if any) as determined by KBank (as the case may be).
- 1.7. **"Transaction Data"** means these Terms and Conditions and any documents, data and/or action created for log in and use of K PLUS Service as determined by KBank.
- 1.8. **"Transaction Evidences"** means documents including sales slip, funds transfer notification, statement, any other document/electronic document which include details of deposit, such as deposit amount, currency, tenor, date of deposit placement, maturity date, interest rate, interest payment method, etc. and any other evidence made by computer data recording media or any data recording media used to store the information or any other evidence that the SBV will specify from time to time.
- 1.9. **"K PLUS Vietnam"** means Mobile Application owned by KBank and used to help Customer use and provide services of KBank.
- 1.10. **"KBank Loan App"** means platform on website that allow the Customer to open K PLUS Online Account and apply for digital lending services.
- 1.11. **"K PLUS Service"** means any services that customers are able to use on K PLUS Vietnam.
- 1.12. **"Related Laws and Regulations"** means 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.
- 1.13. **"SBV"** means the State Bank of Vietnam.
- 1.14. **"Business Day"** means a day (other than a Saturday, a Sunday or a public holiday as announced by the State Bank of Vietnam) on which banks are open for general business in Vietnam.

### 2. RIGHTS AND OBLIGATIONS OF KBANK

#### 2.1. Rights of KBank

- (a) KBank is entitled to, at its discretion, debit the Account in the following cases:
  - (i) to pay due or overdue debts, interests, service charges for account maintenance and other lawful fees and expenses arising during the process of account management and supply of payment services by KBank at such rate as notified in advance by KBank to



- the Customer from time to time and in accordance with the Related Laws and Regulations;
- (ii) to adjust items that are (1) wrongly accounted, (2) accounted not in accordance with its nature or (3) not compatible with the usage of the Account as prescribed under the Related laws and Regulations, in which case KBank must notify the Customer for information after finished action;
  - (iii) upon finding that it has mistakenly credited into the Account or upon receiving cancellation request from a remitting payment service provider in case such remitting payment service provider found errors compared with the payment order of the money transferor;
  - (iv) to pay regular, periodic payments as agreed between the Customer and KBank or stipulate on the minimum balance on the Account, which shall be announced publicly and guided in details to the Customer; and
  - (v) to stipulate and apply measures of safety, security in the opening, use of account and other cases in accordance with Related Laws and Regulations.
- (b) KBank has the right to refuse the execution of a payment order issued by the Customer in the following cases:
- (i) the Customer fails to fully comply with the requirements of the payment procedures;
  - (ii) the payment order of the Customer is (1) invalid, (2) inconsistent with the particulars registered in the identification documents or (3) not in accordance with the agreements between KBank and Customer;
  - (iii) the available balance in the Account (or remaining overdraft limit, if any) is not sufficient for the execution of payment order of the Customer;
  - (iv) there is a request from a competent State authority in accordance with the Related Laws and Regulations;
  - (v) KBank suspects the trustworthiness of information provided by the Customers and/or has evidence showing that the payment order is for the purpose of money laundering, terrorism financing as stipulated by the applicable laws on anti-money laundering;
  - (vi) if:
    - (1) the Account is closed, or
    - (2) the Account has restriction, hold amount or balance is not sufficient (if there is no overdraft limit) or the overdraft limit has already been exceeded (if there is an overdraft limit) for execution of the payment order;
  - (vii) the Customer refuses to provide information or does not provide full information for KBank's know-your-customer process;
  - (viii) the Customer violates or fails to comply with the Related Laws and Regulations;
  - (ix) other cases as prescribed in the Related Laws and Regulations.
- (c) KBank has the right to require the Customer to provide relevant information when providing its services and/or updating the Customer's information.
- (d) KBank has the right to provide information of the Customer and Account to (i) any State authority in accordance with the Related Laws and Regulations; (ii) any person authorized by the Customer in writing; (iii) KBank's auditors or any professional advisors who are obliged to keep the provided information confidential; (iv) any entity with whom it may merge, consolidate or amalgamate; and (v) any other person with the Customer's prior written consent. The Customer hereby irrevocably consents for KBank to provide information of the Customer and Account in accordance with this clause.
- (e) KBank has the right to demand the Customer to compensate KBank against any cost, expense, loss or liability incurred by KBank as a result of the Customer being in breach of any clause of these Terms and Conditions and/or the Related Laws and Regulations.
- (f) KBank has the right to deliver any document, account details, letter, communication, and notice



to the Customer, whether in person or by way of mail to the address registered with KBank by the Customer, or by email to email address provided to KBank, or by SMS to the mobile number registered with KBank, or by notification via K PLUS Vietnam, or by other communication method accepted by KBank.

- (g) In case KBank finds out that identification documents or information related to opening of the Account is inaccurate and/or incomplete, the Customer shall correct such documents or information and provide the correct ones to KBank without delay. If the Customer fails to do so, the Customer agrees that KBank shall have the right to suspend the deposit, withdrawal, transfer of funds and/or any financial transactions related to the Account until the Customer has corrected and/or completed such required documents/information related to opening of the Account to the satisfaction of KBank.
- (h) Other rights as prescribed in the Related Laws and Regulations.

## 2.2. Obligations of KBank

KBank agrees to the following:

- (a) to provide the guidance for the Customer in relation to opening of the Account, preparation of transaction documents, the use of the Account and channels for the Customer to check and send their complaints.
- (b) to perform fully and timely the payment orders and other requests in relation to the Account by the Customer after checking the legality and validity of such orders and in accordance with these Terms and Conditions.
- (c) to credit money into the Account, to execute incoming payment orders or deposit of money by the Customer.
- (d) to repay the amounts that KBank has mistakenly debited the Account of the Customer.
- (e) to timely update information upon having any change to the account opening identification document of the Customer and to store and maintain the account opening identification documents and transaction information on the Account in compliance with the Related Laws and Regulations.
- (f) to be responsible for keeping information relating to the Account and transaction information on the Accounts confidential, unless otherwise stipulated in these Terms and Conditions or the Related Laws and Regulations, or agreed by the Customer for disclosure.
- (g) to be responsible for any damage caused by virtue of mistakes or act of misuse, fraudulence on the Account at KBank's faults; and
- (h) to comply with other obligations as prescribed by the Related Laws and Regulations.

## 3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

### 3.1. Rights of the Customer

The Customer has the right as follows:

- (a) to use its Account for deposit, withdraw, transfer money and to request KBank to facilitate its use of the Account in a convenient and safe way.
- (b) to choose and use payment services provided by KBank in accordance with its requirements, capability and the Related Laws and Regulations.
- (c) to authorize other person in writing to use its Account for a period of time in accordance with the Related Laws and Regulations.
- (d) to be provided with information on payment transactions and balances on its Account by KBank.
- (e) to request KBank to apply restriction, hold amount, close Account or change the method of using the Account when necessary.
- (f) to notify KBank of any errors, irregularities, discrepancies, claims or unauthorized debits or items that recorded in the transaction history or statement of the Account.



- (g) to enjoy interest accrued on the balance of its Account at the interest rates provided by KBank from time to time and in accordance with the interest rate-management mechanism promulgated by the SBV,
- (h) to change information and/or any detail in its Account by providing a written notice to KBank per the criteria prescribed by KBank in advance, and
- (i) to enjoy other rights as prescribed in the Related Laws and Regulations.

### 3.2. Obligations of Customer

The Customer agrees to the following:

- (a) to comply with 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 Customer agrees to comply with such changes accordingly without delay. If the Customer violates or fails to comply with the Related Laws and Regulations, resulting in KBank being held accountable for fines, damages and/or expenses, the Customer agrees to assume responsibility for such fines, damages and/or expenses to KBank at once,
- (b) to pay all applicable account maintenance fees and/or charges and other expenses, including but not limited to, interbank fees, transfer fees, applicable taxes and have such amount deducted from its Account in accordance with these Terms and Conditions,
- (c) to maintain available balance in the Account for executing payment order, unless the Customer has entered into an overdraft agreement or other agreement with KBank allowing the Customer to make payment in excess of the balance in its Account,
- (d) to be responsible for any mistakes, abuse, fraud in using payment service that is caused by the fault of the Customer,
- (e) to comply with the guidance of KBank on issuing payment orders, including these Terms and Conditions on the transfer application, payment method, processing of payment transactions, using, circulating, filing transaction documents and securing payment. The Customer shall indemnify and hold KBank harmless from any losses or claims arising from or in connection with the loss, fake or misuse of the above-mentioned use of the Account. The Customer shall notify KBank immediately if the Customer find out that any payment orders issued by KBank have been stolen, lost or mislaid,
- (f) to timely notify KBank upon finding out that there are any errors or mistakes on its Account or having a doubt that the Account is misused,
- (g) to refund or coordinate with KBank in refunding the amounts which were credited into the Account by virtue of errors, mistakes,
- (h) not to rent or lend its Account; not to use or authorize other parties to use its Account for illegal payment transactions such as money laundering, terrorism financing, evasion of economic or trade sanctions laws or regulations, fraud, deception or other activities in violation of law. The Customer agrees that KBank may disclose any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by the Related Laws and Regulations. In case of any relocation or demolition of, or change contact Information, the Customer shall immediately inform KBank of the change in writing, and
- (i) to comply with other obligations as prescribed in the Related Laws and Regulations.

## 4. OPENING OF ACCOUNTS AND USE OF SERVICES

- 4.1. The Customer can open the Account via K PLUS Vietnam or KBank Loan App. The Customer must be a Vietnamese person, with no other nationality, who is 18 years old or above having full capacity for civil acts under the applicable laws. The account opening is completed when KBank notify the Customer of the Account details via K PLUS Vietnam or other channels which will be announced by KBank from time to time.
- 4.2. The Account name must be the full name of the Customer. The Customer is not permitted to use another name or alias, or to allow another person to be a beneficiary of its Account or to open a joint account with another person. A true beneficiary of the Account must be the person who opens the Account by



himself/herself only.

- 4.3. The Customer is not permitted to transfer any of their rights and/or benefits and/or duties, either in whole or in part, under the Account and these Terms and Conditions to others, without a prior written consent from KBank.
- 4.4. The Customer can conduct various transactions related to the Account as determined by KBank via service channels as follows:
  - (a) K PLUS Vietnam: The Customer can conduct transactions and see information of the Account offered by KBank, make fund transfer (fund transfer within the same bank and interbank fund transfer), request balance and transaction history information,
  - (b) All branches of KASIKORNBANK PUBLIC COMPANY LIMITED in Vietnam: The Customer can make deposits, withdrawals and transfers, or use other services that KBank will offer from time to time.
- 4.5. The total value of transactions (debit) does not exceed VND 100 million/month/Customer.
- 4.6. If the Customer changes its mobile phone number or delete K PLUS Vietnam, the Customer can still use KBank's services at KBank. Once the Customer re-download for K PLUS Vietnam, if the Customer uses new mobile number, the Customer has to inform this change at KBank before log in to K PLUS Vietnam.
- 4.7. The Customer shall only make deposit to the Term Deposit Account and receive payment from the Term Deposit Account through the Customer's own Current Account registered with KBank.

## 5. INTEREST AND FEES

- 5.1. KBank will publish the interest rates and fees applicable to the Account on its website and/or other notification channels. The interest is calculated on a 365-day year basis. With respect to Current Account, interest is calculated based on the balance at the end of the day and number of days during which the actual balance is maintained. With respect to Term Deposit Account, interest is calculated based on the principal amount maintained during deposit tenor from deposit placement date until maturity date (excluding maturity date). Interest received from the Term Deposit Account at such rates as specified in the Account Evidence of Term Deposit and/or Transaction Evidences shall be paid to the designated Current Account of the Customer. For Account and deposits of which the period from deposit placement date until full payment is less than one (01) day, interest period shall be zero (0) day.
- 5.2. The interest and fees shall be paid, subject to such limits and restriction as are imposed by the Related Laws and Regulations or the SBV from time to time.
- 5.3. KBank reserves the right to change the interest rates or interest structure and fees on all Accounts from time to time without any prior notice to the Customer. In the event of change of rates by KBank, notification of such change shall be prominently displayed at KBank's websites [and/or other notification channels as announced by KBank from time to time].
- 5.4. The Customer agrees to pay an account maintenance fee and/or fees or other expenses including but not limited to withdrawal fees for cross-clearing zone withdrawals, transfer fees by authorizing KBank to debit these fees from the Account in accordance with these Terms and Conditions as published by KBank from time to time. In case there is not enough balance to deduct fee KBank reserves the right to reject such transaction made by the Customer.
- 5.5. If KBank has to declare and pay any taxes imposed on the accrued interest of the deposit in the Account but KBank has not withheld such taxes, the Customer hereby agrees to authorize KBank to deduct the funds from the Account immediately to pay such taxes, without prior notice or providing any evidence of deduction to the Customer.
- 5.6. KBank, at the maturity date (for avoidance of doubt, including a maturity date that is not a Business Day), shall transfer the principal and/or interest of the Term Deposit Account to the Customer's designated Current Account.
- 5.7. KBank may allow the Customer to withdraw the term deposit before maturity of the relevant deposit period upon the Customer's request made in the form stipulated by the Bank from time to time. The Customer is not allowed to make partial withdrawal of the term deposit before maturity, but is required to withdraw in



full. The Customer agrees that interest rate applicable on the withdrawal amount before maturity will be the rate applicable to demand deposit announced by KBank at the time of early withdrawal for the period from the date of placement of the deposit until the date before the date of early withdrawal.

- 5.8. The additional deposit during the period is not applicable. The Customer shall need to open a new Term Deposit Account and get new term of deposit for additional deposit.
- 5.9. In case the designated Current Account of the Customer has any Account Restriction, hold or is closed or any other change of account status which makes it impossible to receive payments from the Term Deposit, KBank may temporarily hold payments from the Term Deposit when it due including the principal amount and interest until the Customer registers with KBank another current account for receiving payments from the Term Deposit. No interest will incur on any amount which is temporarily held by KBank during the above-mentioned period. If the designated Current Account of the Customer has any Account Restriction, hold or closed or any other change of account status which does not affect the receipt of the principal amount and/or interest from the Term Deposit when it due, KBank will transfer the principal and/or interest to the designed Current Account.

## 6. CLOSE OF ACCOUNT

- 6.1. KBank may close the Account in the following circumstances:
- (a) upon a written request of the Customer, provided that the Customer has performed in full all the obligations related to the Account,
  - (b) when the Customer is deceased, is declared as dead, is missing or has lost civil act capacity,
  - (c) in the event where the Customer breaches any of these Terms and Conditions or any Related Laws and Regulations,
  - (d) in the event that the Account becomes a Dormant Account, the Customer agrees that KBank shall immediately deduct the Account to pay dormant fees (if any) in accordance with KBank fees stipulated by KBank from time to time,
  - (e) when the balance of the Account is zero,
  - (f) KBank found or reasonably believes that the Customer is using the Account for illegal, unlawful purposes or any other purposes being contrary to moral standard,
  - (g) KBank found or reasonably believes that the document or statement provided by the Customer to KBank is inaccurate, ingenuine,
  - (h) the Customer fraudulently allows the third party to use the Account to receive or withdraw the money,
  - (i) In case that KBank has found the Customer who has opened the wrong type of account or is not in compliance with the regulations of the State Bank of Vietnam (SBV) or any applicable laws, KBank reserves the right to close the Account, or
  - (j) other cases as stipulated by these Terms and Conditions, other agreement between the Customer and KBank (if any), the internal regulations of KBank and the Related Laws and Regulations.
- 6.2. KBank will notify the Customer of the decision about closing the Account on or before the date of Account closure. The balance in the Account will not bear interest from the date of notification. In case the Customer being an individual dies or is declared to be dead or missing or lost of legal act capacity, KBank will inform the guardian or legal heirs of the Customer.
- 6.3. Balance prior to closing the Account (including minimum balance and close the Dormant Account) will be treated as follows:
- (a) to pay debts due, overdue and any interests, eligible costs incurred in course of managing period of Account and the supply of payment services as regulated by KBank;
  - (b) to pay upon the request of the Customer; guardian, legal representative of the Customer in case the Customer is under 15 years old, or has limited capacity for civil acts, or loses civil act capacity; the legal heirs, representatives of inheritance in cases where the Customer being individual dies, or is declared to be dead, missing; and
  - (c) to pay in accordance with the decision of the court.



- 6.4. Upon closing of the Account requested by the Customer, the Customer is required to close the Account and receive cash (if any) in the Account, on the Account closing date, or transfer the remaining balances to any deposit account of any bank as nominated by the Customer that the Customer has to respond to any fees occurred from such transaction. KBank shall provide the principal and accrued interest (if any) by cash or credit to the deposit account determined by the Customer and close the Account immediately,

## **7. ACCOUNT STATEMENT, NOTIFICATION AND COMPLAINT HANDLING PROCESS**

- 7.1. The Customer shall review the transactions recorded in the transaction history or statement of the Account and notify KBank of any errors, irregularities, discrepancies, claims or unauthorized debits or items.
- 7.2. The Customer agrees to pay a fee for requesting account statement (if any) per the rate determined by KBank from time to time.
- 7.3. KBank cannot issue and/or make available the account statement for a Dormant Account or an account inactive for a period as determined by KBank. KBank may also discontinue issuing and/or making available the account statements if the statement is unclaimed or undeliverable for any reason.
- 7.4. The Customer may make any request for transaction query or complaint via K-Contact Center or other methods stipulated by KBank from time to time. The Customer acknowledges that KBank may apply necessary measures to verify the Customer's identification if the Customer made request or complaint via K-Contact Center (with record).
- 7.5. When receiving a request for query or complaint submitted by the Customer to KBank via K-Contact Center or other channels of KBank (if any), KBank is responsible to handle the request or complaint of the Customer within 30 days from the date of receiving such query or complaint. Within 5 Business Days (or any other time limits provided by the Related Laws and Regulations from time to time) from the date the Customer is informed of the result of the request handling, KBank shall indemnify the Customer for any loss related to complained service/transaction which is not due to the Customer's faults. In the event where the time limit above expires, KBank and the Customer will discuss to agree for a solution within the next 15 Business Days (or any other time limits according to the Related Laws and Regulations from time to time).
- 7.6. Unless otherwise agreed by KBank, in case the Customer has found any errors associated with the operations of KBank's services, or if there is an incident necessitating temporary cancellation of operations related to KBank's services, whether in whole or in part, or if such cancellation is to be rescinded, the Customer may contact KBank via K-Contact Center with Tel. +8428 3821 8888 or other channels determined by KBank. Upon completion of the actions in accordance with KBank's procedures, KBank agrees to cancel the service within the period as determined by KBank and promptly notify to the Customer. The Customer shall be liable for actions and transactions undertaken prior to such a cancellation period. In this case, KBank reserves the right to ignore any request that is in contravention of the rules/regulations of KBank, Related Laws and Regulations, competent State agencies and/or the SBV.
- If the Customer has found any errors associated with the payment and/or funds transfer, or if there is an incident necessitating temporary cancellation of operations related to this service, the Customer shall provide the information regarding date, time, related parties, amount of money and type of transaction or any other information as requested by KBank. KBank will conduct an investigation based on the received information, examine the facts and correct any error (if any) based chiefly on rules and regulations of KBank, Related Laws and Regulations, competent State agencies and/or the SBV.
- 7.7. Any delays or exemptions of KBank in exercising its rights under the Related Laws and Regulations and these Terms and Conditions, shall not be regarded as KBank's waiver of such rights or as KBank's consent to the Customer to act in breach of these regulations and documents.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

- 8.1. The Customer agrees and consents to KBank for processing the Customer'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 KBank (as the case may be) for the purpose of entering these Terms and Conditions and for providing necessary service to the extent permitted by the applicable laws, for the purposes of (i) providing necessary services, (ii) fulfilling the request of the Customer 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 Customer further agrees and consents to KBank's disclosure and transfer of the Customer'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 Customer 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 Customer has the rights and obligations under the law and KBank's Privacy Policy regarding the Customer'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, right to delete, right to restrict processing, right to obtain personal data, right to object to processing, right to file complaints, right to claim damage, and right to self-protection. For more information, please see the Bank's Privacy Policy: For more information, please see Bank'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.

- 8.2. The Customer, by entering these Terms and Conditions, hereby acknowledges and agrees that the Customer voluntarily consents to the processing of his/her personal data pursuant to, and for the specific purposes specified in Clause 8.1. above upon being fully informed and aware of (i) the data to be processed, (ii) the purposes of such processing, (iii) the persons authorized 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 Customer's rights and obligations under applicable laws in relation to his/her own personal data. The Customer hereby confirms that the Customer has been informed of that some or all of the personal data to be processed are sensitive personal data under applicable laws.
- 8.3. In case the Customer gave KBank information of other person for any activities related to the aforementioned purpose, the Customer hereby certifies that the Customer has obtained the consent from such person or has relied on other legal basis in giving information of such other person to the KBank and that the Customer had informed such person on the details of collection, use and/or disclosure of information in accordance with the Privacy Policy mentioned above.

## **9. MISCELLANEOUS**

- 9.1. These Terms and Conditions and any transactions arising therefrom shall be governed and construed by the laws of Vietnam.
- 9.2. All disputes arising out of or in connection with these Terms and Conditions (including any non-contractual dispute and any dispute regarding the existence, validity or termination of these Terms and Conditions or the consequences of its nullity) shall be referred to and finally resolved by Vietnamese competent court.
- 9.3. In case These Terms and Conditions are presented in the English language and Vietnamese, any conflict between the English text and the text in Vietnamese, the English text shall prevail.
- 9.4. If any one or more of the terms and conditions of these Terms and Conditions or any part thereof become invalid, illegal or unenforceable under any applicable law in any jurisdiction; it will not affect the legality, validity and enforceability of the remaining terms and conditions of these Terms and Conditions.
- 9.5. The Customer hereby agrees that KBank can make changes to these Terms and Conditions as KBank deems appropriate. In such case, KBank will publish the amended Terms and Conditions on its website and/or notify to the Customer of such changes via any channels that the Customer has provided to KBank, or another channel that KBank deems fit. Such changes will take effect on the date as specified in such KBank's notice. The Customer shall be deemed to have agreed with the amended Terms and Conditions if the Customer continues to maintain its Account and to use KBank's services after receiving such



notification. If the Customer does not agree with the amended Terms and Conditions, the Customer may close its Account and terminate its use of KBank's services.

- 9.6. The Customer hereby confirms that it has read, understood and agreed to be bound by these Terms and Conditions in all respects. The Customer also agrees that these Terms and Conditions, any amendment thereto, other documents provided by KBank to the Customer in connection with any KBank's services shall constitute a valid and binding contract between the Customer and KBank.
- 9.7. Any deposits, withdrawals, transfers of funds and payments for goods/services, public utilities or other expenses will be made in accordance with criteria and conditions prescribed by KBank. The Customer can conduct the above-mentioned transactions via KBank's channels, including K PLUS Vietnam, KBank, or any other channels as provided by KBank from time to time. The transactions, which are conducted in accordance with these Terms and Conditions of each KBank's service, shall be deemed as valid and binding upon the Customer without preparation of any document or evidence for each deposit or withdrawal, unless KBank determines otherwise.
- 9.8. If in the future, KBank allows the Customer to give authorization and/or power of attorney for the withdrawal of funds from the Account and the Customer authorizes and/or assigns the third party to withdraw money from the Account on the Customer's behalf, the Customer agrees that if the Customer dies without a written notice given by the Customer's heirs to KBank, and KBank has paid the money to the attorney authorized and/or assigned by the Customer before KBank receives such notice, the payment made by KBank is correct and authorized, and KBank shall have no responsibility to Customer's heirs.
- 9.9. The Customer may receive the Transaction Evidences and examine the statement of the Account via channels/services specified by KBank.
- 9.10. If the Customer has any outstanding debt with KBank, whether secured or unsecured, the Customer agrees to authorize KBank to debit the Account held with KBank or deduct the funds under possession and/or authority of KBank, regardless of how KBank has obtained such deposit, possession and/or authority of the funds, for payment of debt and/or liability of the Customer immediately, without any prior notice. KBank shall send evidence of account debit to the Customer.
- 9.11. Transaction Evidences created via K PLUS Vietnam are able to be used as same as the physical transaction evidences, payment slip created at KBank or other KBank's channels.
- 9.12. The Customer agrees that in the event that it opens the Account via K PLUS Vietnam or other channels/services (if any) as determined by KBank and agree with these Terms and Conditions via K PLUS Service or other channels/services (if any) as determined by KBank (as the case may be), it shall use the Funds Transfer Tool to accept/confirm on the Transaction Data, KBank's services or other channels/services (if any) as determined by KBank (as the case may be) and agrees that the Transaction Data executed by using the Funds Transfer Tool shall be treated as an original signed by wet-ink signatures, fully binding and with full legal force and effect on the date of acceptance/confirmation using the Funds Transfer Tool. The Customer agrees that KBank may use such Transaction Data as the original and legal evidence for the Customer's opening of the Account and for any legal proceeding in all respects.



**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:

<b>“ATM”</b>	refers to	automated teller machine (ATM) of KBank and/or Member Banks
<b>“Funds Transfer Tools”</b>	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
<b>“KBank”</b>	refers to	KASIKORNBANK PUBLIC COMPANY LIMITED - Ho Chi Minh City Branch
<b>“K PLUS Vietnam”</b>	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.
<b>“Member Banks”</b>	refers to	other banks or non-banks (if applicable) that are participating or being member of Card Issuing Company (ies)
<b>“Debit Card”</b>	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.
<b>“Card Issuing Company”</b>	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.
<b>“Card Accepting Machine”</b>	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.
<b>“Debit Card Transaction Notice”</b>	refers to	notice or record of transaction from Debit Card.
<b>“Cardholder”</b>	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.
<b>“Merchant”</b>	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 are 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 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.
27. KBank shall issue the Debit Card with its validity of 5 (five) years since the issuance date. However, Cardholder agrees that KBank may suspend and/or terminate Debit Card, at any time, when KBank finds that the identity documents (eg. Identification card, Passport, visa, Work Permit and etc.) of Cardholder is invalid, expired and/or has not been verified according to the applicable laws and/or request of relevant authorities and/or KBank's internal policies.



### **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. 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. After 5 (five) working days, if the verification steps are not completed, KBank shall inform to Cardholder about the new response timeline but not exceeded 55 (fifty-five) working days. After new response time, the at-fault party has not yet been determined, within 15 next working days, KBank will negotiate with the Cardholder for solution or 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.
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.

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