



TERMS AND CONDITIONS FOR OPENING K PLUS ONLINE ACCOUNT

1. DEFINITIONS

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

- 1.1. **"Account"** means the K PLUS Online 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 180 (one hundred and eighty) 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 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 the Mobile Application that is owned by KBank and is used to onboard Customer and provide KBank's services.
- 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 request from a competent State authority or KBank has evidence showing that the payment order is made for the purpose of money laundering, terrorism financing as stipulated by the applicable laws on anti-money laundering;
 - (v) 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;
 - (vi) other cases as prescribed in the Related Laws and Regulations.
- (c) KBank has the right to require the Customer to provide relevant information when using its services,
- (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.

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.
- 5.2. The interest is calculated based on the balance from the date the balance is credited into the Account until such balance is withdrawn from the Account. The balance will be determined for calculation of interest at the end of the day.
- 5.3. 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.
- 5.4. 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].
- 5.5. 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.



- 5.6. 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.

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. The Customer can close its Account at KBank,
 - (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,
 - (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) the Customer fraudulently allows the third party to use the Account to receive or withdraw the money, or
 - (g) 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. The balance in the Account prior to closing of the Account (including minimum balance required to be maintained in the Account) will be treated as follows:
- (a) to pay due or overdue debts, any interests, and eligible costs incurred for management of Account and the supply of payment services by KBank,
 - (b) to pay upon the request of the Customer, the legal heirs, representatives of inheritance in cases the Customer is dead, or is declared dead or missing,
 - (c) 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,
 - (d) to pay in accordance with the decision of the court.

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 irrevocably consents to KBank to collect, store, process and use their Personal Data, financial information, address and/or other information including but not limited to sensitive data of the Customer to the extent permitted by the Related Laws and Regulations for the purpose of (i) providing necessary services or fulfilling the request of customer before providing the service or assigning to third parties in order to support the services of KBank, including but not limited to information technology, communications, debt collection, (ii) assignment of right and/or obligation (iii) complaint management (iv) risk management. In addition, the Customer further agrees and irrevocably consents to KBank to disclose and transfer its information locally or abroad to KASIKORNBANK PUBLIC COMPANY LIMITED, service providers, KBank's agents, business partner, the sub-contractors, co-branding alliances, prospective right/obligation assignees, rights/obligations assignees and/or cloud computing service provider. The Customer also agrees and irrevocably consents to the aforementioned parties who receives information from KBank to collect, store, process, use and/or disclose such information for the same purposes. For more information and rights, please see the Privacy Policy on KBank website.
- 8.2. 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 authorised, 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

K PLUS Online Account

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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.