



Terms and Conditions for Opening and Use of Savings Account

General terms and conditions

1. The Depositor can deposit and/or withdraw money from the account by using the passbook at the Bank branch where the account was opened or at other branches according to the Bank's regulations.
2. The Bank provides the passbook to the depositor as evidence, which must be kept in a safe place and must not be given to a third party. If the passbook is damaged, lost or stolen, the Depositor must immediately report it to the Bank in writing or through other channels specified by the Bank. **The passbook and the right to funds in this deposit account is not transferable, nor can it be used as security for a third party unless written consent is given by the Bank. The Depositor may not make any changes on, or tear any pages off of, this passbook.** In any event, if the passbook is used by a third party, the Bank is not liable to the Depositor for any loss or funds that have been legitimately withdrawn by the Bank before any loss or theft of the passbook is reported.
3. Any deposits, withdrawals, transfers of money and payments for goods/services, public utilities or other expenses can be accomplished without using the passbook, but shall be carried out in compliance with Bank regulations. The Depositor can conduct the above-mentioned transactions via several channels without using the passbook, including K-ATM, K-Cyber Banking, routine order (auto debit) or any other methods as provided by the Bank. The transactions, which are conducted in accordance with terms and conditions of each service, shall be deemed as valid and bound by the Depositor with no need to prepare any document or evidence for each deposit or withdrawal. Such deposits or withdrawals shall result in discrepancy between the balance in the account per the Bank's record and the passbook, until the Depositor has the Bank record the transactions in the passbook. The Depositor shall agree that the deposit amount per the Bank's record is correct.
4. If the Depositor who is a staff member, an employee, a partner, a director of or a person in any position of a juristic person attempts to deposit a company cheque of the juristic person in any account which does not belong to that juristic person, the Bank **may refuse** the deposit of such cheque although such cheque was duly endorsed by the juristic person.
5. In case of a joint account where each of the co-Depositors is allowed to withdraw the deposit individually, either in full or in part, if any of the co-Depositors dies, the other surviving co-Depositor(s) shall have the right to withdraw the money from the joint account, either in full or in part. If the Bank has been informed of the death of any co-Depositor, the Bank may not pay the other surviving co-Depositor(s). The other surviving co-Depositor(s), together with the administrator of the estate or the deceased's heirs (as the case may be), shall withdraw the money or close the account, unless the Bank deems otherwise.

6. In cases where the Depositor authorizes another person to withdraw money from the deposit account on the Depositor's behalf, if the Depositor dies without a written notice given by the Depositor's heirs to the Bank, and the Bank has paid the money in accordance with the conditions given to the Bank, the Depositor shall agree that the payment made by the Bank is correct, and the Bank shall not be liable to the Depositor or the Depositor's heirs.
7. The signing of documents related to deposit or withdrawal or other service applications must be completely in accordance with the conditions given to the Bank and must correspond to the signature specimen, the rubber stamp and/or the seal (if any) of the Depositor and/or the co-Depositor(s). If the signature is of a slight variation from the specimen, but not enough to cause doubt of its authenticity, the signature shall be deemed valid. The Depositor shall accept that the Bank is not bound to verify the authenticity of the rubber stamp, the seal or other signature substitutes aside from the signature specimen(s) given to the Bank. This means that the Bank is not bound to verify whether or not the rubber stamp or the seal has been registered.
8. If the Depositor deposits a cheque in their account, the Bank shall process the cheque collection within a period and in accordance with the method and normal practice of commercial banks in Thailand. For the cheque collection process, whether or not a relevant cheque shall be acceptable for credit into Payee's Account, acceptable for Endorsement Confirmed, or acceptable for Endorsement Guaranteed, or acceptable for Discharged Guaranteed, if it appears later that the Depositor has no right, or has a deficient right, to the cheque, which causes the Bank to be liable for reimbursement to the actual, lawful cheque owner or to any other persons, the Depositor shall reimburse the Bank for the same amount as paid by the Bank to such lawful cheque owner or to such other persons, together with interest at the lawful maximum interest rate applied to non-compliant or defaulting customers, calculated from the date on which the Bank has made payment for such relevant cheque. In case the Bank is unable to collect funds on a cheque deposited, the Depositor shall be notified within an appropriate time; and the Depositor shall immediately contact the Bank for the return of the cheque. However, the Depositor shall be responsible for following up on the cheque status. If the cheque is not honored, the Depositor shall contact the Bank for the return of the cheque. In case of the Depositor's failure to collect the returned cheque, the Depositor shall take full responsibility for any damages so arisen.
9. In case a cheque under cross-bank collection is presented for deposit, KBank reserves the right to not accept a cheque with scratched out or deleted messages on it, or a cheque with any corrections or alterations on it, and such a cheque must be deposited at the respective issuing bank only.
10. The Depositor agrees to pay an account maintenance fee and/or fees or other expenses such as (but not limited to) withdrawal fees for withdrawal across clearing districts, transfer fees and fees for returned cheques, by authorizing the Bank to debit the Depositor's account for payment of those fees and expenses in accordance with the Bank's conditions and regulations.
11. If the Depositor has any outstanding indebtedness with the Bank, whether secured or unsecured, the Depositor hereby authorizes the Bank to immediately debit the Depositor's deposit account of any type held at the Bank, or deduct funds which are under the Bank's possession, care and/or authority, regardless of how the Bank has obtained the deposit, the possession, care and/or authority, for payment of debt and/or liabilities of the Depositor, without prior notice. The Bank shall send evidence for account debit to the depositor.

12. The Depositor agrees to allow the Bank to send documents, the deposit account's details, letters, other correspondence or notices to the address given by the Depositor to the Bank or the changed address per the latest notice or the address per the official document. No matter how the documents are sent, either by hand, or by registered or unregistered postal mail, it will be deemed that the Bank has already sent them to the Depositor, regardless of the recipient. If the Bank is unable to send the documents due to the change or demolition of such location without a written notice to the Bank; or due to the undetermined location, it will be deemed that the Depositor has already received and acknowledged the receipt of the correspondence and/or notice from the Bank.
13. Change in conditions for opening and use of the deposit account
 - 13.1 If the change in conditions causes the Depositor to incur more burden or risk, such a change shall require prior consent from the Depositor.
 - 13.2 If other conditions are to be changed, the Depositor agrees to authorize the Bank to make the change as it deems appropriate. If the change affects the Depositor's use of the service (such as adjustment of service fees to reflect rising costs, change to service channels, change to due date), the Bank shall expressly communicate, or give notice of, material information of the change to the Depositor at least 30 days in advance or within the period required by law.
 - 13.3 If the Bank is required by law and/or rules and regulations to proceed with change in other specific conditions, the Depositor agrees to authorize the Bank to act in compliance with the law and/or rules and regulations.
14. Any delay or exemption by the Bank in exercising its rights under the law, and the terms and conditions contained in this application, including any rules and regulations of the Bank, shall not be regarded as the Bank's relinquishing of such rights or as the Bank's giving the Depositor consent to act in breach of the contract.
15. In the event that the Depositor is believed to have used the account in an illegal way, or there has been money transferred by any other person to the account by mistake, the Depositor agrees that the Bank, at its sole discretion, shall have the right to freeze or seize the aforesaid account as the Bank deems appropriate.
16. If the deposit account shows a debit balance, or is frozen or confiscated by a court order or competent authorities, or the Depositor is deceased, or the deposit account or the Depositor is involved in any illegal acts, or any case as the Bank deems appropriate, the Bank reserves the right to close the account without prior notice.
17. In case the Bank finds that the documents/information related to opening an account that the Depositor has provided to the Bank are not complete in accordance with the terms and conditions established by the Bank/regulatory authorities/government agencies, the Depositor is responsible for submitting, and/or taking action related to, documents/information about the account opening to the Bank to ensure their accuracy and completeness without delay. If the Depositor fails to do so, the Depositor hereby agrees to authorize the Bank to freeze any deposits, withdrawals, transfers of money and/or any financial transactions related to the Depositor's account as the Bank deems appropriate until the Depositor has corrected or completed such required documents/information related to the account opening in accordance with the aforesaid terms and conditions.

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

Other details and rights are shown in the privacy policy page of the Bank's website
www.kasikornbank.com/th/privacy-policy/Pages/privacy-policy.aspx

19. **Terms and conditions for savings accounts:**

19.1 The first deposit shall not be less than the amount determined by the Bank, and the balance of the account at all times shall be maintained at a minimum of Baht 2,000 (Baht Two Thousand Only) or at the amount announced and determined by the Bank, which shall be posted at the Bank's branch; it shall be deemed that the Depositor has been informed. Such minimum balance shall be subject to change as the Bank deems appropriate, and with prior notice.

19.2 If the savings account has a minimum balance less than the minimum balance required and determined by the Bank, or any deposit or withdrawal thereunder has not been incurred for more than one year, the Depositor agrees to pay a maintenance fee at the rate determined by the Bank, by which the Bank is hereby authorized by the Depositor to immediately deduct such fee from the Depositor's savings account. If there is no sufficient balance in the Depositor's savings account, the Depositor hereby gives consent to the Bank to close such savings account with prior notice given to the Depositor.

19.3 The Bank agrees to pay interest to the Depositor within the period, and at the rate announced and determined at the given time by the Bank. Any accrued interest, after deduction of withholding tax (if any), shall be deposited into the savings account.

19.4 If the Depositor conducts several transactions without using the passbook (No Book) and when the Depositor submits the passbook to the Bank to record account-related entries, the Bank reserves the right to combine all of the No Book record entries which have the amount exceeds the amount stipulated by the

Bank to be one entry each in deposit and withdrawal. If the Depositor wishes to check the entries that have been combined, the Depositor may request the account statement at the Bank branch where the account was opened, or at other branches according to the Bank's regulations or via electronic channels available.

- 19.5 If the Bank is required to submit the withholding tax on the accrued interest of the Depositor's account but the Bank did not deduct such withholding tax, the Depositor agrees to authorize the Bank to debit the Depositor's account held at the Bank, regardless of its type, immediately, without prior notice.
- 19.6 If the Bank has found that the Depositor deposits the money into the wrong type of account or not to be in compliance with the specific regulations of the Bank of Thailand (BOT) or any applicable laws, the Bank reserves the right to close the account and open a new one to which the aforesaid money will be transferred, and a new deposit agreement shall be applied as stipulated by the Bank, the BOT, or the applicable laws. The interest paid to the new deposit account shall be accrued from the date on which the Depositor deposited the money into the account, for the actual period of deposit and at the rate of the account type to which the new deposit agreement shall be applied, as announced by the Bank.
- 19.7 The Depositor is able to withdraw the deposit amount via any other branches in the amount not exceeding the amount stipulated by the Bank. In this regard, the Bank may deny such withdrawal if the amount is found to be extraordinarily high or there is cause for suspicion.