



### Part 3: Advice, Conditions and Manual for K BIZ

The Applicant agrees to use K BIZ service or any other name which KASIKORNBANK PUBLIC COMPANY LIMITED (the "Bank") deems appropriate ("Service(s)" or "K BIZ Service"), with the Bank. The Applicant hereby agrees to be bound by and comply with the Service Advice, Conditions and Manual for K BIZ Service (this "Terms and Conditions") as follows:

1. The Bank provides K BIZ Service to an individual aged 15 years and older and to a juristic persons/non-juristic organizations. The Applicant can make transactions according to age range and/or the type of transaction as determined by the Bank.
2. The Applicant must have an email address and a current or savings account opened and maintained with the Bank and mobile phone to confirm transactions of K BIZ Service.
3. The Applicant can use K BIZ Service via computer or mobile phone or tablet ("Device") in the Internet network (Wi-Fi) and/or in the mobile phone network (3G/4G/5G) supported by the Bank.
4. The Applicant can view the information of savings and current accounts and personal information 24 hours a day. However, funds transfers to other persons, payment for goods/services, or adding a deposit account must be conducted within the period specified by the Bank only. The Bank reserves the right to change the period for making transactions as the Bank deems appropriate.
5. The Applicant can apply for K BIZ Service or use K BIZ Service via the channels specified by the Bank as follows:
  - 5.1 The Applicant, individual or juristic person/non-juristic organization transferred from K-Cyber Banking or K-Cyber for SME service by the Bank, can use K BIZ Service immediately without having to apply for K BIZ Service and can use previous User ID and password from the K-Cyber Banking or K-Cyber for SME service as the case may be, but must follow the steps specified by the Bank. However, the usage type will be Single User only and the transaction limit is as specified in Clause 9.1 and 9.2 depending on the type of Applicant.
  - 5.2 K BIZ Service application process (for Applicant not transferred from K-Cyber Banking or K-Cyber for SME) are as follows:
    - The Applicant (individual) can apply for the Service through the Bank's website or at a branch or other channels as specified by the Bank. The Applicant will set User ID and password and follow the steps specified by the Bank. The application shall be complete upon receipt of a welcome message via email and the Applicant can use the Service afterward. The usage type can be either Single User or Multiple User.
    - The Applicant (juristic person/non-juristic organization) can apply for the Service at a Bank branch and/or via relationship manager (RM) or other channels as determined by the Bank. The Bank will deliver User ID of the Applicant to the Administrator (User ID recipient) and a temporary password to the mobile phone number used for subscription to the Service. After that, the Applicant must log in (First-Time Login) to the system to set new User ID and password. The application shall be complete upon the receipt of a welcome message via email. The Applicant can choose the usage type as either Single User or Multiple User. In case of choosing Multiple User, the Applicant cannot further change to Single User.
    - Unless specified otherwise, the transaction limit is as specified in Clause 9.2
6. Usage Type
  - 6.1 Single User means the user can conduct various financial transactions and/or other services of the Bank or other non-bank services, as determined by the Bank, including giving consent to the Bank regarding the amendment of

Terms and Conditions and activating functions of the Service currently available or to be available in the future by itself.

6.2 Multiple User means the user designated by the Applicant can conduct various financial transactions and/or other services of the Bank or other non-bank services according to the roles assigned by the Applicant. Transactions shall be deemed successful after approved by the Authorizer. The roles of the user shall be as follows:

6.2.1 The Administrator is the user who can manage other users and is responsible for generating transactions, editing, changing, and deleting user information and submitting it to the Authorizer for further action. The Administrator assigned as recipient of User ID will receive User ID for other users and will provide such User ID to other users afterward.

6.2.2 The Authorizer is the user who can approve transactions and/or Services generated by the Maker and/or the Administrator so that each transaction is completed and The Authorizer can also view account information, including giving consent to the Bank regarding the amendment of Terms and Conditions and activating functions of the Service currently available or to be available in the future.

6.2.3 The Maker is the user who can generate transactions and/or Services which will be approved by the Authorizer. The Maker can also view account information.

6.2.4 The Viewer is the user who can view the account information but cannot generate and/or approve transactions.

#### 7. Usage of User ID and/or Password and/or One-Time Password (OTP)

7.1 The Applicant must keep User ID, password and One-Time Password (OTP) in a secure place and treat it as confidential. Disclosure of User ID, password and/or One-Time Password (OTP) shall be regarded as a breach of this Terms and Conditions. The Applicant shall be responsible for any damage arising from disclosure of, or any act resulting in the loss of User ID, password and/or One-Time Password (OTP). The Applicant can change the password by itself at any time, without notifying the Bank.

7.2 In case User ID or password is malfunctioning/lost/stolen/suspended because the Applicant or any other person has entered User ID or password incorrectly for the number of consecutive times exceeding the limit determined by the Bank, or the user has forgotten User ID and/or password, the Applicant can contact K-Contact Center at Tel. 02-8888888 (for individual) and K-BIZ Contact Center at Tel. 02-8888822 (for juristic person/non-juristic organization) 24 hours a day and/or a Bank branch and/or other channels as determined by the Bank, in accordance with the procedures determined by the Bank.

7.3 The Applicant agrees and acknowledges that if User ID or password of the Applicant has been suspended permanently or temporarily by the Bank's system due to incorrect User ID or password being input by the Applicant or any other person, or any other reason, transactions that have been made or scheduled in advance will be immediately suspended. The Applicant agrees to not claim any damages that may be incurred from the suspension of all such transactions by the Bank.

In order to unlock the suspension by the Bank's system, the Applicant must submit a Revision/Cancellation Form for K BIZ together with a copy of national ID card and related documents to a Bank branch or via fax/postal mail to the relevant department as notified by the Bank. The Applicant will be able to use the Service once again only after the Applicant has presented required evidence to the Bank's satisfaction.

In the event that the Bank has unlocked the suspended Service as mentioned above, the Applicant agrees and acknowledges that any transaction that is not yet due will immediately remain the same as if there had been no suspension of the Service.

8. The Applicant agrees that any actions performed with the use of User ID and/or password and/or One-Time Password (OTP), regardless of whether said actions were undertaken by the Applicant itself or by any other person, are complete and valid from the time the transaction is confirmed, and shall be binding upon the Applicant as if they were undertaken by the Applicant itself; and it shall be deemed executed by the Applicant by way of electronic signature given to the Bank as evidence for the transaction, which is complete and valid. The Applicant agrees that the Bank can use the transaction data as evidence to prove that the Applicant has conducted such transaction and for legal purposes, in all respects. The Applicant acknowledges, agrees, and accepts the risks related to the use of electronic services which require no additional document or evidence for confirmation and/or delivery to the Bank, except for the transaction that requires documentation or additional evidence in accordance with the procedures and customary practices of the Bank in such cases, such as request for the issuance of cashier cheque, etc., where the Applicant must submit document or evidence (if any), as required by the Bank. The Applicant shall check the balance every time a transaction has been conducted and agrees to be responsible for the transaction, in all respects.
9. Transaction Approval Limits
  - 9.1 The Applicant (individual) transferred from K-Cyber Banking or K-Cyber for SME (as the case may be) by the Bank, can conduct funds transfer to other person's account, interbank funds transfer or bill payment at aggregated amount up to 100,000 Baht/day. The Applicant can change the funds transfer and bill payment limit via K-Contact Center at tel. 02-8888888 24 hours a day and up to 500,000 Baht/day, or at a Bank branch up to 5,000,000 Baht/day, or other channels as determined by the Bank. The criteria for the change of transaction limit are subject to the Bank's consideration, or as announced by the Bank.
  - 9.2 The Applicant (juristic person/non-juristic organization) transferred from K-Cyber for SME service by the Bank or the Applicant applying for K BIZ Service, (as the case may be), can conduct funds transfer to other person's account, interbank funds transfer or bill payment at aggregated amount up to 300,000 Baht/day. The Applicant can change the funds transfer and bill payment limit via K-BIZ Contact Center, at tel. 02-8888822 24 hours a day and up to 500,000 Baht/day, or at a Bank branch 10,000,000 Baht/day, or other channels as determined by the Bank. The criteria for the change of transaction limit are subject to the Bank's consideration, or as announced by the Bank.
10. The Applicant can use various services/functions under K BIZ Service as follows and as well as other services/functions to be available by the Bank in the future (if any). The Applicant can use the Service according to the group or type of the Applicant that the Bank provides for the Applicant.
  - 10.1 The Applicant can link a savings account or current account or credit card/Xpress Cash card or any other electronic card as determined by the Bank (the "Card") to K BIZ Service.
  - 10.2 The Applicant can use various card-related services, such as spending transaction inquiry, card payment, and/or other services to be available by the Bank in the future, under the procedures and conditions determined by the Bank. The Applicant must first set and provide account/card details. After the Bank has checked and found that the information is correct and corresponds to the information in the Bank's system, the Applicant can use the Service in accordance with the terms and conditions of the Card and K BIZ Service.
  - 10.3 For funds transfer and bill payment service, the Bank will debit the Applicant's account per the specified amount together with fees (if any), and the funds will be transferred to the recipient's or payee's account immediately after the Applicant has conducted the transaction, except for interbank funds transfer which must be made within the period as determined by the Bank. Such transaction will be complete and valid only after the Applicant has accurately and completely conducted the transaction in accordance with the required steps. Upon completion of

the transaction, the Application will receive a result message displaying "Transaction Completed" together with the reference number of the transaction.

10.4 The Applicant can schedule funds transfer or payment date in advance under the following terms and conditions:

10.4.1 The Applicant shall provide complete details as determined by the Bank, such as reference number, amount, installment period and the effective date (the "Debit Date").

10.4.2 The Bank will debit the Applicant's deposit account in the amount specified by the Applicant together with fees (if any) and make funds transfer to the recipient's account in the amount, installment period and the Debit Date within the period determined by the Bank.

10.5 The Applicant can use the international funds transfer service under the following terms and conditions.

10.5.1 The Applicant can make international funds transfer by selecting the "International Funds Transfer" menu option under K BIZ Service and providing the details as determined by the Bank and as required for the use of the international funds transfer under said menu, including but not limited to information about the recipient, the recipient's account, the country where the recipient has opened the account, the bank where the recipient has opened the account (the "Receiving Bank"), the recipient's account number or code, foreign currency of the funds transfer and the objective of funds transfer. The Applicant can use the international funds transfer service in accordance with the conditions and details of the service available by the Bank, and the daily funds transfer limit is less than 100,000 USD or equivalent currency per day.

10.5.2 After the Applicant has provided complete details and the transfer amount in foreign currency ("Transfer Amount"), the Bank's system will calculate and convert the Transfer Amount into Thai Baht using the Bank Selling Rate as shown in K BIZ Service on the date and at the time that the Applicant conducts the transaction. Then, the Applicant shall be notified of the Transfer Amount which has been converted into Thai Baht together with funds transfer fee and other expenses (if any) to be collected from the Applicant. If the Applicant agrees that the amount is correct, the Applicant shall press the "Confirm" button to accept the transaction. If the Applicant deems the amount incorrect or otherwise wishes to cancel the transaction, the Applicant shall press the "Cancel" button to cancel the transaction. If the Applicant takes no action within the period specified by the Bank, the funds transfer transaction will be automatically terminated, and it shall be deemed that the Applicant has agreed to cancel such transaction.

10.5.3 In the event that the Applicant press the "Confirm" button, the Applicant agrees, consents and authorize the Bank to debit the deposit account specified by the Applicant which the Applicant has linked to K BIZ Service, in the Transfer Amount which has been converted to Thai Baht together with fees and other expenses (if any). After the account has been successfully debited, the Bank's system will send evidence of international funds transfer transaction to the Applicant. ("Funds Transfer Evidence") via the channel determined by the Bank. Thereafter, the Bank's system will send an instruction of funds transfer in the Transfer Amount to the Receiving Bank for crediting to the recipient's account. If the Bank's system cannot debit the Transfer Amount in full, the funds transfer transaction will be automatically terminated, and it shall

be deemed that the Applicant cancel the transaction that was previously accepted by the Applicant. The Applicant shall be so notified by the Bank's system via the channel determined by the Bank.

10.5.4 After the transfer transaction has been verified by the international funds transfer system and if there is no problem related to the criteria and qualifications of the recipient or any other issue, and the Receiving Bank has already credited the recipient's account, the Bank shall notify the Applicant of the successful funds transfer. Each international funds transfer transaction shall be deemed complete and successful only after the Applicant has been so notified by the Bank via the channel determined by the Bank. The Funds Transfer Evidence is not a proof of successful completion of funds transfer. If the funds transfer transaction has been verified by the international funds transfer system and there is any problem related to criteria or qualifications of the recipient or any other issue is found, or the Receiving Bank cannot credit the recipient's account, for whatever reason, the Bank shall inform the Applicant of the failed transaction via the channel determined by the Bank. The transfer transaction period starting from the Applicant presses the "Confirm" button until the Bank's system gives notice of the funds transfer result shall not exceed the period stated by the Bank in the Funds Transfer Evidence. If the transfer transaction period lapses, the Applicant may inquire the funds transfer result via K-Contact Center at Tel. 02-8888888 (for individual) or K-BIZ Contact Center at Tel. 02-8888822 (for juristic person/non-juristic organization) and providing the transaction reference number specified in the Funds Transfer Evidence.

10.5.5 If the transaction is unsuccessful for whatever reason, the Bank shall, when the Bank has received the amount from the Receiving Bank and/or partner or intermediary for international fund transfer ("**Returned Amount**"), credit the Returned Amount converted into Thai Baht using the Bank Buying Rate of the relevant currency shown on the Bank website on the date and at the time of crediting such Returned Amount to the deposit account from which the Bank has previously debited. The Applicant agrees to accept foreign exchange risk caused by the currency conversion due to the use of the Bank Selling Rate shown on K BIZ Service on the date and at the time the Applicant has conducted the transfer transaction and the Bank Buying Rate shown on the Bank website on the date and at the time the Bank credits such Returned Amount as well as the risk that the amount which the Applicant received from the Returned Amount may be less than the Transfer Amount. In this case, the transaction is unsuccessful without the bank's fault, the Bank shall not reimburse fees and other expenses (if any) to the Applicant.

10.5.6 The Applicant acknowledges and agrees that the Bank Selling or Buying Rate shown on K BIZ Service on the date and time the Applicant has conducted the transfer transaction may not be equal to the Bank Selling or Buying Rate applied by the Bank branch at any given time.

10.5.7 In the event that the Bank requests additional information, documents or evidence to support any international funds transfer transaction within the period specified by the Bank, the Applicant agrees to provide the requested information, documents or any other evidence to the Bank so that to complete such international funds transfer transaction. If the Applicant fails or is unable to send all requested information,

documents or any other evidence to the Bank within the period specified by the Bank, the Bank has the right to terminate the international funds transfer transaction, and the Applicant agrees that the Applicant shall in no event demand any cost or damages from the Bank due to the termination of the transaction has been caused by the Applicant's failure or inability to provide the requested information, documents or any other evidence to the Bank within the period specified by the Bank.

10.5.8 The Applicant agrees that if the Bank finds that the Applicant has breached any provision of the international transfer service in other Bank services, the Bank may withhold and/or terminate the international transfer service of K BIZ at any time, as the Bank deems appropriate, without informing the Applicant in advance, and the Bank shall not be responsible for any damage which may arise therefrom

#### 10.6 MyPort Service

10.6.1 The Applicant (individual) can use MyPort function, which displays an overview of the Applicant's various types of assets, such as deposit accounts, funds, and securities, or other information. The Applicant can also add other assets in addition to the existing assets held with KASIKORNBANK FINANCIAL CONGLOMERATE. After the Applicant accepts this Terms and Conditions, the Applicant will automatically be able to use MyPort function. The Bank reserves the right to revise and display the asset information in MyPort, as the Bank deems appropriate.

10.6.2 The Applicant agrees and accepts that the display of the Applicant's asset information and financial planning available in K-Expert MyPort is only to provide convenience to the Applicant in making preliminary decisions for saving or investing. It is not intended to provide an analysis of risk, or a warranty or a guarantee of returns from savings and investment of the Applicant.

#### 10.7 KBank Payroll Service

The Applicant may use the service up to the maximum number of times and amount of funds specified by the Bank and/or recipient bank. The Bank shall debit fund from the deposit account in the amount equal to the transaction amount and fees/service fees/ expenses/penalty fees/taxes (if any) pursuant to the agreement between the Applicant and the Bank and such funds shall be transferred to the recipient's deposit account on the effective date of transaction as specified by each recipient bank.

10.8 The Applicant can view the overall details of the credit products that the Applicant has with the Bank, such as checking credit limits, outstanding or due date. The Applicant acknowledges that such details is only preliminary information and may changed according to the final information.

11. The Applicant can view the information of funds transfer transactions record. In addition to the transaction recorded in the passbook, the Applicant will receive funds transfer Transaction Evidence via the email address that the Applicant registered with the Service. "Transaction Evidence" means evidential documents, including transaction record, funds transfer notice, statement and any other evidence generated by a computer and storage media, or any other storage media used to store data or any other evidence as or to be determined by the Bank of Thailand in the future.

12. The Applicant agrees and consents the Bank to debit funds from any deposit account of the Applicant opened and maintained with the Bank, or money in possession and/or under control of the Bank, regardless of the means by which the Bank has obtained the deposit, possession and/or control of the funds, and to immediately apply such fund for

payment of debt and/or liability of the Applicant, without giving prior notice. The Bank will send to the Applicant evidence thereof.

13. In case the Funds Transfer Tool is lost or stolen, the Applicant agrees to be liable for the Transfer Amount of which the transaction is conducted before the Bank freezes or suspends the use of the Funds Transfer Tool or the scheduled funds transfer within the specified period  
(“Funds Transfer Tool” means User ID, password and One-Time Password (OTP), ATM card, debit card or credit card, secret code, magnetic disk containing the program or any other tools that the Bank has provided to the Applicant to use as a tool for transferring funds into or out of the account).
14. The Bank shall not be liable to the Applicant, payee and/or recipient for any damage caused by the Applicant’s service equipment or Device or any error in mobile phone network or internet system.
15. In the event that the Bank is required to disclose financial information, transaction or any information related to the use of the Services of any and/or all Applicant, to any agencies under the provision of the law, order or regulation of the competent authorities or banking regulatory and supervisory agencies, or for the benefit of operating/providing Services in accordance with the Terms and Conditions, the Applicant agrees and consents to the Bank to disclose or report the information and/or prepare a report on such information or transactions of the Applicant to such agencies and/or authorities.
16. The Applicant represents and warrants that any document, information and details submitted to the Bank, in whatever form and whether submitted by the Applicant or any delegate of the Applicant, are complete, accurate, genuine and up-to-date and are the information of the Applicant. The Applicant further represents and warrants that it is eligible and legally competent to use the Service and execute any transaction related to the Service. If there is any damage arising from the incompleteness, inaccuracy or outdatedness or the Applicant’s ineligibility or incompetence to use the service or execute any transaction related to the service, the Applicant agrees to be solely responsible for such damage.
17. If the Applicant wishes to change any information and/or details, the Applicant shall notify the Bank in writing, or in accordance with the method prescribed by the Bank.
18. If (1) the Applicant becomes aware of any error in any action related fund transfer; (2) there is any event where suspension of any action related to the Service, whether in whole or in part, is required; or (3) the Applicant requests for cancellation of any suspension, the Applicant may contact K-Contact Center Tel. 02-8888888 (for individual) or K-BIZ Contact Center Tel. 02-8888822 (for juristic person/non-juristic organization). After the Applicant has completely performed any act required by the Bank’s procedures, the Bank will take any related action, such as verification/rectification of any error, suspension of any action, cancellation of any suspension within the period notified by the Bank to the Applicant. The Applicant shall be responsible for any action and transaction occurred or executed before the end of such period notified by the Bank to the Applicant. The Bank reserves the rights not to proceed with any request which is contrary to the requirement and/or regulation of the Bank, regulatory authority and/or the Bank of Thailand.

If the Applicant finds any error from funds transfer or if there is any event where suspension of any action related to the Service, the Applicant shall provide information regarding the date, time, related parties, amount and nature of the transaction, and/or any other information as requested by the Bank, and the Bank will investigate and correct errors (if any) (in conformity to regulations of the government and/or the Bank of Thailand and/or the Bank) within 30 (thirty) days from the date of receipt of complete information which is in accordance with the aforementioned details. The Applicant will be notified of the investigation result within 7 (seven) days from the date the investigation results are

complete. In case of error for which the Bank must compensate the Applicant, the Bank shall credit such amount to the Applicant's account within 7 (seven) days from the date said error is found by the Bank.

In case of freeze or suspension of the Scheduled Funds Transfer, the Bank will freeze or suspend such transaction within 1 billing cycle from the date on which the Bank has received the complete instruction or notification from the Applicant. "Scheduled Funds Transfer" means electronic funds transfer agreed in advance, such as account debit for utility payment and account debit for payments of goods/services.

19. If there is any error in account debit from and/or fund transfer to the Applicant's deposit account specified in the application, which has not been caused by the Bank, the Applicant shall directly examine and claim such fund from or reimburse such funds to the Applicant's counterparty. If the Applicant has any defense and/or rights to claim, the Applicant shall directly and separately take an action with such counterparty.
20. The Applicant consents and authorizes the Bank to debit funds from the Applicant's deposit account specified in the application and/or any other deposit account the Applicant opens and maintains with the Bank in order for the Bank to execute the transactions and/or comply with these Terms and Conditions without a prior notice. The Bank will send evidence for account debit thereof to the Applicant.
21. In case the Applicant changes any information such as deposit account or daily limit etc. specified in the application. at any time and for any reason, these Terms and Conditions shall be fully applied to such changes in all respects.
22. The Applicant agrees to pay transaction fees through this Service to the Bank (if any) within the period and at the rate specified by the Bank, excluding VAT. The Applicant also agrees to be responsible for payment of any taxes, stamp duty and expenses incurred from the use of this Service. The Applicant consents and authorizes the Bank to debit fund from any deposit account of the Applicant opened and maintained with the Bank to apply such funds in or towards such payment of debts and/or liabilities of the Applicant which the Applicant owes the Bank.
23. In the event that the Bank is unable to debit the Applicant's account for payment of transaction fees, including taxes, stamp duty and expenses incurred from the relevant transaction, the Applicant will not be able to conduct the transaction through the Service at that time.
24. Amendment to the Terms and Conditions of the Service
  - 24.1 In the case where amendment to the Terms and Conditions of the Service imposes more burden or risks on the Applicant, such amendment shall be effective upon the Applicant's consent.
  - 24.2 In the case of any other amendment to the Terms and Conditions of the Service, the Applicant agrees and consents that the Bank shall have the rights to amend the Terms and Conditions of the Service as the Bank deems appropriate. In the event that such amendment affects the use of the Service by the Applicant (such as service fee adjustment pursuant to increased costs and expenses, change of the service channel, or the change of the payment due date), the Bank will communicate or notify the Applicant of the material details of such amendments at least 30 days in advance or other period as required by law.
  - 24.3 In the case where laws and/or regulations specifically provide otherwise with respect to the amendment to the Terms and Conditions by the Bank, the Applicant agrees that the Bank shall comply with such laws and/or regulations.
25. The Applicant agrees that the Bank shall have the rights to suspend and/or terminate the service (whether in whole or in part or whether in respect of any particular applicant) at any time, provided that the Bank will notify the Applicant in advance. Nevertheless, if the Applicant fails to log in to the system within 30 (thirty) days of the completed application

for the Service ("First-Time Login"), the Applicant agrees that the Bank has the right to terminate the Service without notice to the Applicant, and after First-Time Login if the Applicant fails to access to the Service for more than 1 (one) year, the Applicant agrees that the Bank has the right to immediately suspend the Service without notice to the Applicant. If the Applicant wishes to continue using the Service, the Applicant can cancel the suspension by submitting a Revision/Cancellation Form for K BIZ Service to a Bank branch.

For any of the following events, the Applicant agrees that the Bank shall have the rights at the Bank's discretion to immediately suspend and/or terminate the service (whether in whole or in part) as the Bank deems appropriate:

- there is any fact which the Bank believes that any of information and/or details provided by the Applicant to the Bank to proceed in accordance with the application or the use of the Service by the Applicant might have material adverse effect, might affect the rights of the Bank or any third party, might be contrary to public order or good morals, or might have unlawful purpose;
- the Applicant breaches any provision of the Terms and Conditions of the Service, including failure to pay any fees, service fees and expenses;
- If the Bank finds that the Applicant breaches any provision of the international transfer service in other Bank services;
- there is an incident or there may be an incident occurred which the Bank believes that it might affect the Applicant's business, operation or debt servicing, including but not limitation to the fact that the Applicant has ceased the business operation, the Applicant's registration has been revoked or the Applicant's business is suspended or liquidated.
- The Bank is unable to deduct funds to proceed with the transaction in accordance with the application or these Terms and Conditions; or
- The Bank is required to comply with the Applicable Laws and Regulations.

26. In case the Applicant wishes to terminate the Service, the Applicant shall submit a Revision/Cancellation Form for K BIZ Service together with a copy of national ID card and related documents to a Bank branch or other channels determined by the Bank and undertake any actions in accordance with the Bank's procedures. The Bank will terminate the Service pursuant to the Applicant's request as soon as practicable. The termination of the Services will be effective upon the Applicant's receipt of a Service termination confirmation email.
27. The termination of these Terms and Conditions by any reason whatsoever shall not release nor discharge the Applicant from any obligations under these Terms and Conditions which have not been fully performed until the Applicant completely performs all such obligations.
28. In case of force majeure or any other event which prevents the Bank from providing the Services under this Terms and Conditions, the Applicant agrees that the Bank may consider providing the Services or taking any action as the Bank deems appropriate so that to accomplish providing the Service and the Applicant agrees to fully cooperate with the Bank in every way to improve the Service of the Bank and to facilitate the Applicant in using the Services in accordance with this Terms and Conditions.
29. Any delays in exercising or failure to exercise, on the part of the Bank, any right under the law or this Terms and Conditions, including manuals, rules and IVR system of the Bank, shall not operate as the Bank's waiver of any such right or the Bank's consent to the Applicant to take any action.
30. Any letter, notice or correspondence sent by the Bank to the Applicant to the address specified in the Application, whether sent by hand, registered, non-registered mail, email, Short Message Service (SMS) to mobile phone number as informed

by the Applicant to the Bank, shall be deemed to have been duly delivered to the Applicant irrespective of whether it is received by any person or even it is undeliverable because the address has been changed or demolished without a written notice thereof to the Bank or because such address cannot be located. In such cases, it shall be deemed that such letter, notice and/or correspondence of the Bank have been duly delivered to and acknowledged by the Applicant. The Applicant agrees to immediately notify in writing to the Bank if there's any change of its address.

31. The Applicant agrees to be bound by and comply with this Terms and Conditions, and agrees to pay fees, service fees and any expenses related to this Service as determined and notified by the Bank, via announcement through various channels of the Bank, whether at the present and/or to be amended or changed in the future as the Bank deems appropriate, in all respects.
32. If any provision of these Terms and Conditions becomes void, illegal, invalid or unenforceable, the other remaining provisions of these Terms and Conditions shall remain in full force and effect, legal, valid and enforceable and such avoidance, illegality, invalidity or unenforceability shall not invalidate the other remaining provisions of these Terms and Conditions.
33. This Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand, and the Thai courts shall have non-exclusive jurisdiction to settle any disputes arising out of or in connection with this Terms and Conditions.
34. The Applicant agrees that the Bank and the Applicant shall be subject to laws, rules, regulations, orders, guidelines, requests and/or any other requirement of the Bank of Thailand, courts, supervisory or regulatory authorities, other competent authorities (as the case may be) as amended, supplemented, or re-enacted from time to time (collectively "Applicable Laws and Regulations"). If, at any time, there is any change in Applicable Laws and Regulations, the Applicant agrees to comply with such Applicable Laws and Regulations as amended immediately, of which the Bank shall give notice to the Applicant. If the Applicant fails to comply with such Applicable Laws and Regulations which causes the Bank to incur or be charged any penalty, damages and/or costs and expenses, the Applicant agrees to immediately indemnify the Bank against such penalty, damages and/or costs and expenses.
35. The Applicant agrees that the Bank may assign or transfer any of its right, benefit and/or obligation, whether in whole or in part, under these Terms and Conditions to any person and/or financial institution, as the Bank deems appropriate, without any consent from the Applicant, but the Bank will inform the Applicant of such assignment or transfer. Nonetheless, the Applicant shall not assign or transfer any of its right, benefit and/or obligation, whether in whole or in part, under these Terms and Conditions to any person and/or financial institution, unless the Applicant receives a prior written consent from the Bank.
36. Collection, use and/or disclosure of information

The Applicant agrees and consents to the Bank to collect and use any of its personal data and/or information for the purpose of (i) providing Services, (ii) fulfilling the request of the Applicant before providing the services, (iii) assigning third parties to support the services, such as information technology, communications and collection, (iv) assignment of right and/or obligation and/or (v) solving complaint. The Applicant further agrees and consents to the Bank to disclose its personal data and/or information, whether inside or outside the country, to outsourcing service providers, the Bank's agents, the sub-contractors, co-branding alliances, prospective assignees, assignees and cloud computing service providers, and also agrees and consents to the aforementioned parties to collect, use and/or disclose its personal data and/or information for the same purposes.

For more information, please see Privacy Policy: [www.kasikornbank.com/en/privacy-policy](http://www.kasikornbank.com/en/privacy-policy)

In the event that the Applicant discloses another person's personal data to the Bank for the aforementioned purposes, the Applicant represents and warrants to the Bank that the Applicant has obtained consent from such person or has a legal basis to disclose such person's personal data to the Bank and has informed such person of the details of the collection, use and/or disclosure of personal data pursuant to the aforementioned Privacy Policy.