

# Terms and Conditions of Electronic Card Holding

Electronic Card of Krungthai Bank Public Company Limited (hereinafter referred to as "the Bank") refers to

- Krungthai ATM Card (ATM)
- Krungthai Visa Debit Card (V-DB)
- Krungthai Institution/Organization Card (IPAC)
- Krungthai UnionPay Card (UPD)
- Krungthai Mastercard Debit Card (MCD)

and/or any electronic cards linked with a savings account and/or current account and/or tax-free time deposit account of the Bank (hereinafter collectively referred to as "the Card"), issued by the Bank to its customer, who has been approved to be a Cardholder (hereinafter referred to as "the Cardholder"). The Cardholder agrees to be bound by and comply with the terms and conditions as follows:

- 1. When the Bank has approved the Card to the Cardholder, the Bank will give the card and notify a Personal Identification Number (PIN). The Cardholder must sign his/her name in the signature box on the back of the Card as soon as the Cardholder receives it. The Cardholder is required to provide utmost care and keep the Card in a secure place in order to prevent the Card from loss or coming into possession of a third party, destruction, damage or being amendment at any part of the Card. The Cardholder shall also be responsible for keeping his/her password confidential.
- 2. In case the Cardholder has applied for the Card and its services with the Bank according to the application form regarding the account opening for individual depositor (hereinafter referred to as "the Application Form") but he/she does not contact the Bank to receive the Card within 6 months from the date of submitting the card application, the Cardholder consents the Bank to cancel the Card promptly.
- 3. Regarding the Krungthai Mastercard Debit Card (MCD), the Cardholder guarantees and confirms that the request for the issuance of other types of electronic Cards with the Bank is not caused by guiding, persuasion and/or other actions of the Bank and/or its staff so that the Cardholder who holds Krungthai Mastercard Debit Card (MCD) (if any) changes the Card type to other types of electronic Cards as specified in this Application Form and these terms and conditions for holding the electronic Card.
- 4. The Cardholder agrees and acknowledges that he/she can use the Card for payments of goods, services or any other payments in lieu of cash payment and/or performing transactions such as withdrawal, deposit, money transfer, balance inquiry via automatic teller machine (hereinafter referred to as "ATM machine") and/or other electronic media and/or performing any transactions related to financing, banking, and/or any other transactions as provided by the Bank, which may be extended further in the future as prescribed by the Bank.

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- 5. In case the Card is lost, stolen or damaged, or the Card cannot be used or in any case, the Cardholder has the right to notify the Bank to temporarily suspend or cancel the Card via telephone or by other communication devices, or other methods that can be used to contact the Bank likewise; Krungthai Call Center *Tel. 02-111-1111 (24 hours)* or Krungthai Bank headquarters or branch offices (business days and hours). The Bank will suspend or cancel the Card within 5 minutes from the time the notification was made to the Bank and the Cardholder will be notified about the result of card suspension or cancellation at the same time concurrently.
- 6. In case the Cardholder notifies of the temporary suspension or cancellation of the Card as specified in Clause 5 to the Bank and there is any damage occurring during the loss of the Card until the Bank completely suspends or cancels the Card, the Cardholder agrees to be liable for all damages in all respects. The Cardholder will not be liable to indemnify for any damages occurring after 5 minutes from the time that the Bank has been notified in all respects, except the damages or the obligation is caused by the Cardholder.
- 7. In case the Cardholder wishes to make a request for a replacement Card because the Card is lost or stolen, and/or a request for a new Card while the current Card has not expired yet and/or is still valid, the Cardholders must contact branch offices or service points of the Bank to request a new Card and must pay new card issuance fees as announced by the Bank which may be changed. Such change shall be informed by the Bank to the Cardholder per the forms and methods as specified in Clause 23 in this agreement. In case the old Card is lost, the Cardholder must provide police notice to the Bank.
- 8. The Cardholder agrees and acknowledges that a password or signature is always required for using the card. If any other persons conduct transaction(s) by using the Cardholder's Card together with his/her password or signature accurately, the Cardholder agrees and consents that such action(s) has been conducted the same as his/her/their own action(s) in all respects. In addition, the Bank has no duty to be liable for the damages incurred from the transactions conducted by such other persons.
- 9. The Cardholder agrees and acknowledges that if an incorrect password is entered three consecutive times, ATM machines and/or other electronic media will automatically suspend the Card. If the Cardholder remembers his/her previous password, he/she can contact branch offices or service points of the Bank to unlock the suspension of the Card and the previous password. If the Cardholder does not remember his/her previous password and requests the Bank to issue a new Card, he/she agrees to perform pursuant to Clause 7 of this agreement.
- 10. The Cardholder agrees and accepts that the Card is owned by the Bank. In this regard, he/she cannot grant or transfer the Card to other persons. The Bank has the right to suspend, seize, cancel and/or temporarily disable the Card due to the cases as follows:

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- 10.1 The Cardholder uses an expired Card or a cancelled Card.
- 10.2 The Cardholder passed away or the court adjudged that he/she has disappeared or is an incompetent person or quasi-incompetent person.
- 10.3 The Court has issued an absolute receivership order against the Cardholder or declares him/her a bankrupt or the Cardholder is a person that government agencies or competent authorities have issued an order to seize or attach his/her money in his/her bank account.
- 10.4 The Cardholder uses the Card to conduct any transactions with bad faith and/or with fraudulent purpose for any illegal purpose and any activities considering as conducting money laundering.
- 10.5 The Cardholder uses the Card contrary to the purposes of the Card as stipulated by the Bank and/or against the terms and conditions specified in the Application Form and/or this agreement, including its amendments that shall be effective in the future.
- 10.6 The Cardholder breaches any terms and conditions of the Application Form and/or this agreement, including its amendments that shall be effective in the future.
- 10.7 The Cardholder makes and/or uses counterfeit documents or provides false information and falsifying facts or affirmations that cause a mistake of essential elements to apply for the Card.
- 10.8 The Cardholder and/or the Bank closes the deposit account in any case, or the Cardholder transfers a claim of receiving money from the bank account to other persons or the current account with an overdraft or revolving credit line of the Cardholder with the Bank is cancelled or the overdraft or revolving credit is suspended.
- 10.9 If the Card has been seized by an ATM for any reason and it appears that 4-digit numbers or more are written or appear on the Card, which may be understood to be the password of the Card made by the Cardholder, it is deemed as non-compliance with Clause 1 of the terms and conditions in this agreement stated the Cardholder must always keep the password confidential.
- 10.10 The Cardholder does not make a full payment for the annual service fee or do not have enough money in his/her account for deducting the full amount of annual service fee within the time specified by the Bank. It is deemed that any benefits he/she receives from being the Cardholder shall be invalid promptly until he/she pays for annual service fee in full before the end of the period specified by the Bank.

If any of the abovementioned cases occurs, the Bank shall have the right to suspend, seize, cancel the use of the Card and/or temporarily disable the Card as the Bank deems appropriate. In this regard, the Cardholder agrees and consents the Bank to amend the mentioned terms and conditions as per the form and procedure specified in Clause 23 of this agreement.

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11. The Cardholder has the right to cancel the Card at any time. The Bank shall automatically refund the annual fee for the period of which the service is not used. The Cardholder shall contact branch offices or service points of the Bank for the refund. The Cardholder shall complete the form to cancel the Card as specified by the Bank and cut the card into two parts and return them to the Bank. In this regard, the Cardholder agrees and consents that this is only the cancellation of the Card use. He/she shall be liable for all outstanding obligations arising from or related to the use of the card (if any) until the obligations charged on the said card shall have been fully paid to the Bank.

## 12. Deposit

- 12.1 The Cardholder can make deposits into his/her deposit account only at ATMs and/or via other electronic media of Krungthai Bank. The Cardholder can deposit either cash or checks.
- 12.2 In the event that there is an error in deposit made in checks, which causes the Bank to be unable to collect the check in time, such error is not under responsibility of the Bank, its employees and/or representatives. The Cardholder agrees to waive the right to claim or sue the Bank to be liable for any damages.
- 12.3 The Cardholder agrees and acknowledges that the amount of deposit counted by the Bank is deemed absolute and correct. In the event that the amount of deposit differs from the amount informed by the Cardholder or the money appears to be counterfeit banknotes or partly or totally damaged, the Cardholder consents to the Bank to immediately correct the transaction in the deposit account and agrees to waive the right to claim or sue the Bank to be liable for any damages.

### 13. Withdrawal

- 13.1 Withdrawal via ATMs and/or other electronic media can be done only from deposit accounts and/or current accounts.
- 13.2 The maximum tilmes and amount of withdrawal per day of each type of the Cards is pursuant to the announcement of the Bank, which may be changed as specified by the Bank. The Bank will notify the applicant in the procedures and methods as specified in Clause 23 of this agreement.

### 14. Money Transfer

14.1 The maximum times and amount of money transfer per day of each type of Cards is pursuant to the announcement of the Bank which may be changed as specified by the Bank. The Bank will notify the applicant in the procedures and methods as specified in Clause 23 of this agreement.

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- 14.2 The amount of money transferred to any deposit account by the Cardholder can be withdrawn on the date of the transfer.
- 14.3 The Cardholder can transfer money in Satang unit.

## 15. Money Deduction

- 15.1 The Cardholder can deduct money from his/her deposit account via ATMs and/or other electronic media for bill payment, payment of products and/or services as the available balance. The maximum amount of money transfer per day of each type of Cards is pursuant to the announcement of the Bank. The deduction for payment is divided into 2 ways as follows:
  - 15.1.1 The Bank proceeds with payment according to the Cardholder's order and/or statement that the Cardholder and/or the Bank receives from a service provider/seller (as the case may be).
  - 15.1.2 The Cardholder proceeds with payment by himself/herself via ATMs and/or other electronic media.
- 15.2 The Cardholder consents the Bank to deduct from his/her bank account for bill payments, payment for products and/or services according to the amount that appears on the statement received by the Cardholder or the Bank from the service provider/seller (as the case may be); The Bank shall transfer the deducted money to the bank account of the service provider/seller (as the case may be). The Cardholder also consents the Bank to deduct a fee from the abovementioned account.
- 15.3 The amount of money that can be deducted per day is pursuant to the Bank's notification at the Bank's offices/branch offices and/or brochures and/or other electronic media.
- 15.4 If it appears later that the amount of money that the service provider/seller (as the case may be) notifies the Bank is incorrect and the Bank has already deducted money from the Cardholder's bank account for the amount that appears in the statement; the Cardholders agrees to directly make a claim for the said amount from the service provider/seller (as the case may be). The Cardholders also agrees to waive the right to claim or sue the Bank for any compensation due to the Bank's money deduction and transfer from the Cardholder's bank account to pay bills, goods and/or services according to the statement that the Cardholder and/or the Bank receives from the service provider/seller (as the case may be).
- 15.5 The Cardholder agrees that the Bank shall deduct from his/her deposit account only when the available balance in the account at that time is sufficient to pay bills, goods and/or services according to the statement that the Cardholder and/or the Bank receives from the service provider/seller (as the case may be).

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- 15.6 In case any documents and/or the deposit account number that linked with the Card changes for any reasons; the Cardholder certifies and affirms that the consent given to the Bank to debit the mentioned deposit account remains valid for deposit account and/or any other documents of the Cardholder that changes in all respects. The abovementioned consent to deduct money shall be valid promptly from the application date and shall remain valid until the Cardholder notifies the Bank to cancel or revoke the consent in writing at least 30 days in advance. In case the Cardholder notifies the cancellation or revocation of the consent, the Bank has the right to cancel or suspend the Card according to this agreement.
- 16. The Cardholder has the right to receive a transaction slip as evidence of using an ATM. In case that an ATM slip runs out, the ATM monitor screen will show the message "Transaction slip runs out. Do you wish to continue?". If the Cardholder chooses to transfer money to a bank account of other banks, the ATM will not conduct the transaction. If the Cardholder chooses to withdraw cash without receiving the transaction slip, the Cardholder can check the transaction occurred at that time by updating his/her passbook or through other channels as specified by the Bank.
- 17. When the Cardholder receives a transaction slip, he/she has a duty to check his/her transaction in the transaction slip. If any error/discrepancy or inaccuracy is found, the Cardholder is required to express his/her objection to the Bank within 10 business days from the date that he/she receives the transaction slip. If the Cardholder fails to make objection within the specified period, the Cardholder agrees and consents to the Bank that the amount indicated in the transaction slip shall be deemed to be a complete and accurate transaction. However, the Cardholder shall not be deprived of his/her right, if later should the Cardholder be able to later prove that some expenses indicated in the transaction slip is inaccurate, which is not caused by the Cardholder's fault or error. In this regard, the Cardholder shall lodge an objection within 60 days from the date that he/she receives the transaction slip.
- 18. If there are any errors occurred in money transfer/deduction for bill payment, payment for goods and/or services occurred, the Cardholder has to promptly inform the Bank of such error and provide the following information:
  - 18.1 Date and time of transaction,
  - 18.2 Location of the ATM machines and/or other electronic media,
  - 18.3 The bank account numbers of the Cardholder and of any person related to the Cardholder,
  - 18.4 Types of transactions,
  - 18.5 Inward or outward transfer amount and/or deducted amount,
  - 18.6 Name and address of the Cardholder and the person who contacts the Bank.
- 19. The Bank's liabilities to the Cardholder are as follows:

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- 19.1 The Bank performs an act or omission to act according to money transfer order, preventing the Cardholder from completely receiving money transfer via ATM and/or other electronic media, except:
  - 19.1.1 The Cardholder does not have enough money in his/her account;
  - 19.1.2 The Cardholder does not have credit line with the Bank or his/her use of credit line is suspended;
    - 19.1.3 Money transfer will cause debts exceeding the credit line agreed with the Bank;
  - 19.1.4 The Cardholder is in the middle of legal proceedings, for example, the Cardholder's money in his/her account was seized and/or attached by the Revenue Department, enforcement officer, the court and/or any other persons in authority to give an order of attachment or seizure, and/or the Cardholder is subject to receivership or adjudicated to be bankrupt;
  - 19.1.5 The Bank has informed the Cardholder of a money transfer service malfunction prior to or while conducting money transfer;
    - 19.1.6The Cardholder has breached the conditions or agreement made with Bank;
    - 19.1.7 Force majeure.
- 19.2 The Bank fails to comply with the Cardholder's order to seize or cancel the use of the Card as specified in Clause 5 of this agreement and later money transfer via an ATM and/or other electronic media occurs.
- 19.3 The Bank does not send the Card and/or password and/or any other tools that the Bank provides to the Cardholder for using as a tool to transfer money from the Cardholder's account and illegitimate money transfer transactions via an ATM and/or other electronic media have later been conducted.
- 19.4 Illegitimate money transfer transactions via an ATM and/or other electronic media have been conducted, which are not the Cardholder's fault.
- 20. In the event that the Bank is aware or informed of any incorrect transaction by the Cardholder, the Bank shall check the transactions from the related documents in the work system. If the cause and error is found, the Bank shall process to rectify it within 30 days from the date that the Bank was informed of such error by the Cardholder in compliance with the Bank's regulations and procedures for investigation and rectification as specified by the Bank.
- 21. The Cardholder agrees and consents that the Bank can inquire or disclose details, in a whole or in part, regarding the Cardholder to any person when necessary or deemed appropriate by the Bank. In case laws, announcements or government regulations requires the Bank to disclose the Cardholder's information or financial transactions to government officials or government agencies when receiving a

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request for such information, the Cardholder agrees to allow the Bank to disclose and/or provide the Cardholder's financial transaction report to government officials or government agencies in all respects.

- 22. The Cardholder agrees to pay fees and expenses regarding Card issuance and use according to the rate as announced by the Bank. The Cardholder agrees to pay fees for card issuance and first year annual fee on the application date. Next year annual fee and any service fees or expenses will be charged by the Bank in the future. The Cardholder agrees to allow the Bank to promptly deduct money for payment of fees or expenses from his/her account until the Bank receives full payment. The Cardholder agrees to not cancel or revoke the consent. The Cardholder can make payment at any branch offices of Krungthai Bank or other channels as specified by the Bank. However, the service fees and other expenses related to the issuance and use of the Card can be changed. The Bank will notify the Cardholder as per the formats and methods specified in Clause 23 of this agreement.
- 23. The amendment of the terms and conditions regarding the Card use, fee rates, service fee rates and any expenses, including the terms and conditions for Card use and/or any contractual agreement relating to the Card, the Bank shall inform the Cardholder as follows:
  - 23.1 The Bank shall inform the Cardholder in writing in advance by posting an announcement at offices/branch offices and/or on the Bank's website (krungthai.com)
  - 23.2 In emergency cases, the Bank shall notify the Cardholder via letter or announcement in Thai language daily newspapers domestically at least 7 days in advance before the effective date. The Bank shall inform the Cardholder of such amendment with a letter again.

In addition, in case of changes that are beneficial to the Cardholder or reduce the burden of the Cardholder, the Bank reserves the right to make such changes effective immediately. The Bank shall inform the Cardholder of such changes within 30 days after the effective date.

- 24. In case any notice or letter is sent to the Cardholder's address stated in the Application Form by any means of delivery or sent to the Cardholder's changed address notified the Bank in writing, whether there is a recipient or not, the notice or letter shall be deemed as received by the Cardholder. If the delivery cannot be accomplished because the address is changed or the building is demolished and the Cardholder does not notify the Bank of the change or demolition in writing, or because the given address cannot be found, it shall be deemed that the Cardholder acknowledges the information in those letters rightfully.
- 25. The Cardholder acknowledges and understands the clauses in this agreement thoroughly and agrees to be bound by and comply with this agreement, including the existing and/or future amended rules, regulations, conditions and any practices regarding the use of the Bank's Card in all respects. In this regard, I shall request the Bank to issue the Card, including renewing the Card and issuing a new Card until I cancel and/or the Bank cancels the services. I acknowledge that in case of cancellation of the

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- Krungthai Visa Debit Card, Krungthai MasterCard Debit Card, Krungthai Institution/Organization (IPAC) Card and/or Krungthai Union Pay Debit Card, either caused by me and/or the Bank, this shall not affect the right to request the Krungthai ATM Card service and/or the right to withdraw money from my account.
- 26. The Cardholder can check the remaining balance of electronic Card at the Bank's branch, ATMs/ADMs and the Call Center Tel. 02-111-1111 (24 hrs.) or via other channels as specified by the Bank. The Cardholder can check the terminated date of using the electronic Card at the Bank's branch by informing the electronic Card number or via other channels as specified by the Bank.
- 27. The Cardholder can check transaction history at any branch of the Bank, ATMs/ADMs (only 5 recent transactions) and other channels as specified by the Bank. The Cardholder agrees and consents the Bank to collect fees and/or expenses (if any) in accordance with the rates and methods as specified by the Bank.

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