

Terms and Conditions of Krungthai 3-D Secure for Individual

Welcome and thank you for choosing to use the Krungthai 3-D Secure Service relating to identity authentication for Visa or the Verified by Visa authentication service ("Verified by Visa"), Mastercard ID Check authentication service ("Mastercard ID Check") or UnionPay or "UnionPay 3DS" or other services (collectively, "Krungthai 3-D Secure"). Before using this service, please thoroughly read the terms and conditions hereof carefully. In the event that you are disagreeable and unacceptable to the terms and conditions specified hereunder, please discontinue to access Verified by Visa / Mastercard ID Check / UnionPay 3DS, or other services and this web page.

The "Issuer" referred herein shall mean Krung Thai Bank Public Company Limited. The words "we", "us" and "our" referred herein shall mean the Issuer and its suppliers who provide a debit card processing and web-hosting services; and "you," "your," or "yours" referred herein shall mean the user of Verified by Visa / Mastercard ID Check / UnionPay 3DS, or other services.

The terms and conditions of Krungthai 3-D Secure shall be deemed as supplementary terms and conditions to and as an integral part of Issuer's cardholder agreement(s); executed between you and the Issuer ("Cardholder Agreement"). Therefore, in addition to the terms and conditions hereof, any transaction transacted by you through Krungthai 3-D Secure is also subject to the relevant Cardholder Agreement only to the extent not being contrary to the terms and conditions hereof.

1. ACCEPTANCE OF TERMS AND CONDITIONS

- a. Krungthai 3-D Secure provides its service to you, conditioned on your acceptance without modification of the terms and conditions of service ("TOS") contained herein; and the Cardholder Agreement governing any transaction transacted by you through Krungthai 3-D Secure only to the extent not being contrary to the TOS. We reserve the right to revise and/or change and/or alter and/or amend, and/or update this TOS from time to time without prior notice to you. Use of Krungthai 3-D Secure constitutes legal binding agreement to all such TOS. In addition, when using;
- Verified by Visa, you shall be subject to any guidelines or rules determined by Visa International (Asia-Pacific) Ltd. and also applicable to Verified by Visa that may be posted from time to time on the website of Visa International (Asia-Pacific) Ltd.
 - Mastercard ID Check you shall be subject to any guidelines or rules determined by Mastercard Asia/Pacific Pte., Ltd. and also applicable to Mastercard ID Check that may be posted from time to time on the website of Mastercard Asia/Pacific Pte., Ltd.
 - UnionPay 3DS you shall be subject to any guidelines or rules determined by UnionPay International (Thailand) and also applicable to UnionPay 3DS that may be posted from time to time on the website of UnionPay International (Thailand)
 - Other services shall be subject to any guidelines or rules determined by services provider, including but not limited to, the said services posted from time to time on its website.
- b. You agree that a determination of Krungthai 3-D Secure will represent your acceptance of this TOS, and your continuing use of Krungthai 3-D Secure after revisions and/or change and/or alteration and/or amendment and/or update to this TOS and/or any relevant posted guidelines or rules shall constitute your agreement and acceptance to such revised and/or altered and/or amended and/or updated TOS and/or any relevant posted guidelines or rules.

- c. Unless otherwise explicitly stated herein, any new features of Krungthai 3-D Secure that may constitute any augment, enhancement or otherwise change to Krungthai 3-D Secure shall be subject to this TOS. Such augment, enhancement or change to Krungthai 3-D Secure shall not impair this TOS and this TOS shall be still effective.
- d. The Issuer reserves the right; at any time and from time to time; to modify, suspend or discontinue, whether temporarily or permanently, providing Krungthai 3-D Secure (or any part thereof) without prior notice.

2. DESCRIPTION OF Krungthai 3-D Secure

Krungthai 3-D Secure by a way of increasing security, by reducing the chances of fraudulent on electronic transactions and/or online transactions and/or other transactions transacted by you through Krungthai 3-D Secure. In registration for Krungthai 3-D Secure, you are required to provide your personal information to us, which is then used to confirm your identity in connection with your online transactions and/or other transactions transacted by you through Krungthai 3-D Secure, as described in more detail in Section 5 below. Krungthai 3-D Secure may be used for any relevant recording, keeping and reporting purposes, as well as resolving any transaction disputes. Your Registration Data, as defined in Section 3, and other personal information shall not be shared with any merchants, as described in more detail in Section 6 below.

3. YOUR REGISTRATION OBLIGATIONS

You agree to (i) provide us for true, accurate, current and complete information about yourself and fill in such information on registration form of Krungthai 3-D Secure ("Registration Data"), and (ii) always maintain, from time to time update the Registration Data in order to enable us to keep your information as true, accurate, current and complete Registration Data. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Krungthai 3-D Secure and/or your debit card and/or debit card account. You hereby agree and accept that such suspension, termination, or refuse by us to your current or future use of Krungthai 3-D Secure or your debit card and/or debit card account shall not cause any responsibilities and/or liabilities against us and you shall not raise such suspension, termination, or refuse to be a cause of your loss and/or damage.

4. REGISTRATION

- a. In order to verify the authentication of your using Krungthai 3-D Secure, you hereby agree and accept that you are compulsorily required by us to provide your information for us which such information shall enable us to verify that you are the owner of or the authorized user of the specified debit card(s). Such provided information shall be accurate to your latest debit card information maintaining in our record and/or in any our relevant system. For the purpose of the above-mentioned verification, you hereby authorize us to make such verification by the method as we deem appropriate.
- b. If you are unable to provide adequate information for us to verify your identity, we shall not allow you to register for using Krungthai 3-D secure. You hereby represent and warrant that the Registration Data and any information provided by you for the purpose hereof are true and accurate. Whereupon your Registration Data and any information have been verified and approved for the relevant transaction, you are entitled to use the debit card(s) which you have registered for using Krungthai 3-D Secure.
- c. If you are not able to accomplish your registration for Krungthai 3-D Secure, the merchant always reserves its right not to accept your debit card(s) in payment for any relevant transactions and/or goods and/or services transacted and/or buy and/or apply by you under Krungthai 3-D Secure.

- d. In order to use Krungthai 3-D Secure, you must have the legal capacity to access the relevant website and must pay us for any service fees and/or any other fees associated with such access. In addition, you must have the necessary equipment to make such access to the relevant website, such as computer and/or modem and/or other access device.
- e. In the event that you have a question regarding process or transaction of Krungthai 3-D Secure, you should directly enquire such question to Issuer's customer service department.

5. AUTHENTICATION

- a. During registration Krungthai 3-D Secure, you may be asked to select and/or may be provided a password and hint-and-response question and answer. When engaging in an online transaction or other form of transaction for which Krungthai 3-D Secure is used, you may be asked for your Krungthai 3-D Secure password and/or hint response before the merchant will accept your debit card(s) in payment for the aforesaid transaction. If you are unable to provide your Krungthai 3-D Secure password and/or hint response, or if the authentication through Krungthai 3-D otherwise fails, the merchant may not accept your debit card(s) in payment for that transaction.
- b. By registering in Verified by Visa / Mastercard ID Check / UnionPay 3DS / other services, you assent to the use and the method of Verified by Visa / Mastercard ID Check / UnionPay 3DS / other services to evidence your authenticated identity; and hereby certify the accomplished transactions authorized and approved to transact by Krungthai 3-D Secure prior to return to the regular intervals.

6. CARDHOLDER PASSWORD AND SECURITY MEASURE

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with Krungthai 3-D Secure, and all activities which occurred as a result of using your password, Registration Data or other verification information supplied to or established by you with Krungthai 3-D Secure. You agree not to disclose, transfer or sell your use of, or access to, Krungthai 3-D Secure to any third party. You agree to immediately notify us of any unauthorized use of your password, Registration Data or other verification information, or any other violation of security measure. You acknowledge and agree that, except as otherwise provided by applicable law or in the Cardholder Agreement, we shall not be liable for any loss and/or damage arising from your failure to comply with this TOS. In addition, you acknowledge and agree that any transaction proceeding by using your password, Registration Data and other verification information whether such transaction will occur from you or other persons shall be deemed completely accurate and unnecessary to do and sign in any document to be an evidence thereof and we shall not be liable to any damage occurring from such above transaction excepting for the aforesaid damage occurred by our fraudulence or gross negligence.

7. PRIVACY OF REGISTRATION DATA

- a. We shall store your Registration Data provided for Krungthai 3-D Secure. Your Registration Data will not be shared with and shall not be disclosed to any online retail merchants or any other type of merchants which Krungthai 3-D Secure is used for verification of transactions.
- b. You acknowledge and agree that your Registration Data provided for Krungthai 3-D Secure may be disclosed by us (a) only to the extent required by applicable laws and/or by applicable regulations and/or orders of any regulatory authorities and/or The Bank of Thailand; or (b) as reasonably necessary for us to enforce this TOS. You hereby agree and accept that such disclosure by us shall not cause any responsibilities and/or liabilities on our part.

8. YOUR CONDUCT

You agree to not execute against specified actions hereunder:

- a. impersonate any person or entity for using Krungthai 3-D Secure;
- b. upload, post, email or other transmit any material that contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computers, hardware, software or other telecommunication equipment used by Krungthai 3-D Secure;
- c. spam or flood Krungthai 3-D Secure website or service;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of Krungthai 3-D Secure website or service or the software used in connection with Krungthai 3-D Secure;
- e. remove any copyrights, trademarks, or other proprietary rights notices contained in Krungthai 3-D Secure;
- f. "frame" or "mirror" any part of the Verified by Visa / Mastercard ID Check / UnionPay 3DS/other service provider website or service without our prior written authorization;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa / Mastercard ID Check / UnionPay 3DS/other service provider website or service or its contents;
- h. interfere with, or disrupt Krungthai 3-D Secure or servers or networks connected to Verified by Visa / Mastercard ID Check / UnionPay 3DS/other service provided by other service provider in the future, or violate this TOS or any requirements, procedures, policies or regulations of Krungthai 3-D Secure or of any networks connected to Verified by Visa / Mastercard ID Check / UnionPay 3DS //other service provided by other service provider in the future;
- i. intentionally or unintentionally violate any applicable local, national or international law, statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by us or Visa / Mastercard / Unionpay / other service provider(s) (all of which shall constitute "Applicable Regulation") in connection with your use of Verified by Visa / Mastercard ID Check / UnionPay 3DS / other services.

9. LIABILITY

- a. We will not be liable for consequential, incidental, special or indirect losses or other damage, such as any damage to your computer or telephone service resulting from your use of Krungthai 3-D Secure and etc.
- b. We assume no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from this website.

10. TERMINATION

- a. If you want to terminate your using Krungthai 3-D Secure, you shall call Issuer's customer service department to deactivate your password and Registration Data. Any purchases of goods and/or services which you made by using Krungthai 3-D Secure prior to deactivation will not be affected.
- b. We always reserve our right, in our sole discretion, to terminate this agreement temporarily or permanently or deactivate your access to use Krungthai 3-D Secure with or without cause or notice. As security measure, we are entitled to automatically deactivate your access to use Krungthai 3-D Secure, if Verified by Krungthai 3-D Secure is not used by you at least one time during any six (6) months period.

11. DEALING WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of retail merchants (or merchants), online retail merchants or other type of merchants where business dealing transacted on or through Krungthai 3-D Secure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such business dealings, are the matter solely bound between you and such relevant merchant. You agree that, except as otherwise provided by applicable regulation or in our Cardholder Agreement with you, we shall not be responsible or liable for any loss or damage of any sort of loss or damage incurred as the result of any such business dealings. You understand that use of Krungthai 3-D Secure does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether or not such merchant participates in Krungthai 3-D Secure. For example, Krungthai 3-D Secure does not verified the identity of the merchant or the quality of the merchant's goods or services, etc.

12. DISCLAIMER OF WARRANTIES

- a. You expressly understand and agree that any software obtained through the use of Krungthai 3-D Secure is downloaded and used at your own discretion and risk; and that except as otherwise provided in this TOS, you shall be solely responsible for any damage incurred to your computer system or loss of data that results from the download or use of any such software or other materials through Krungthai 3-D Secure.
- b. Except as otherwise required by any applicable law, we shall not represent or warrant about Krungthai 3-D Secure, express or implied, including any representation and warranties as to merchantability or fitness for a particular purpose.

13. NOTICE

Notices to you regarding to (a) the TOS, (b) your accounts maintained with us or (c) your debit card(s) issued or otherwise provided by us; may be made either via email or regular mail to the address that you have provided us. You should immediately inform us when email address is changed.

14. AGE AND RESPONSIBILITY

You represent that you are competency person with fully legal capacity to create legal binding and use Krungthai 3-D Secure against any obligations and/or liabilities which may incur as a result of the use of Krungthai 3-D Secure. Otherwise provided by Applicable Regulations or in the Cardholder Agreement, you acknowledge that you shall be responsible for financial or others for use of Krungthai 3-D Secure by you and those authorized by you to use your Registration Data, your password or other verification information.

15. GOVERNING LAW

The TOS shall be governed by and construed in accordance with the laws of Thailand. Any dispute arising out of or in connection with this TOS shall be subject to the exclusive jurisdiction of Thai court.