Terms and Conditions for Account Opening: Krungthai KIDS SAVINGS Account

1. The Depositor must be an individual of Thai nationality who is aged not over 15 years of age as of the account opening date. His/her parents must give their consent to establish a relationship to open a deposit account and conduct transactions with the Bank in accordance with the forms prescribed by the Bank. (a parent means the legitimate father or mother or in the case where the minor does not have both a legitimate father and a legitimate mother, a parent shall refer to the guardian of the minor according to court order or the parent whose names are jointly in the same household registration as the minor. The parent will be named in the deposit account) Only one account can be opened per person on behalf of the Depositor either the parent for the Depositor, or the Depositor by the parent. In the case of opening an account on behalf of the parent for the Depositor or the Depositor by the parent, the Depositor and the Depositor’s parent agree that the ownership of the money in the account is the property of the Depositor. As for the signing for withdrawal/payment, if the minor is able to sign, the minor and his/her parent are jointly authorized to sign for the withdrawal/payment and closing of the account, or only his/her parent is solely sign for the withdrawal/payment and closing of the account. If the minor is unable to sign, only his/her parent are authorized to sign for the withdrawal/payment and closing of the account. If the Depositor cannot sign by himself/herself, the parent shall have the sole authorized signatory for withdrawal and account closure and the account is not allowed to be used as collateral for credit guarantees and other guarantees with individuals or juristic persons, financial institutions or any government agencies whatsoever.

2. When opening a deposit account, the Depositor must completely present identification documents as required by the Bank and provide information or fill in the application form for deposit account opening, specify the withdrawal condition and provide a specimen signature to the Bank. The Depositor must not use a pseudonym or conceal the Depositor’s real name in order to open a deposit account.

3. Deposit account opening, each additional deposit and the maximum account balance per account must be the amount as specified by the Bank.

4. The Bank will give an account passbook to the Depositor. The Depositor cannot transfer the account owner, edit or tear off any page of the passbook. The Depositor must keep the passbook in a secure place and avoid being placed under any other person’s custody without permission from the Depositor. If the passbook is damaged or lost, the Depositor must immediately inform the Bank at any branch or call the Call Center Tel. 0-2111-1111 in order to suspend the account. In case of lost passbook, a police report is required for the Bank’s consideration.

5. The Depositor consents the Bank to pay interest and bonus to the Depositor at the rate, period and method as announced by the Bank from time to time. Moreover, the Depositor consents that the Bank has the right to change the interest rate and bonus rate at any time. The Bank shall announce the determination or change of interest and bonus rate to the public at the Head Office, all branches nationwide and via the Bank’s website (krungthai.com). Accordingly, if such amendment and/or change significantly affects the Depositor’s use of the service, the Bank may notify the Depositor through additional channels as deemed appropriate such as via SMS or email, etc. When the Bank announces for any change of interest and bonus rate, the Depositor agrees to accept the interest and bonus rate announced by the Bank and consents
to apply the changed rate with the Depositor’s deposit account immediately. In this regard, the passbook or deposit slip is not required to submit to the Bank for recording the interest and bonus rate modification.

6. Changes to a personal information, a specimen signature, an address or any condition, the Depositor must inform the Bank in writing by using a form specified by the Bank, together with submitting the related documents and a specimen signature, an address or a condition that the Depositor requests to change.

7. Writing on documents related to the deposit or withdrawal, the Depositor must use a pen with non-erasable ink, otherwise, the Bank shall not be responsible for any damages occurred.

8. Every deposit or withdrawal made at the Bank’s branches, the Depositor must present the relevant document to the authorized signatory officer of that branch in order to record a deposit or a withdrawal. The Depositor must check the accuracy of the deposit or withdrawal. In case of discrepancy, the Depositor shall immediately inform the Bank for correction.

9. When the Depositor deposits a cheque, the bills of exchange or any other negotiable instruments, the Bank will process for fund collection only. In this regard, the Depositor shall pay the fee relating to the bill for collection (if any) at the rate specified by the Bank whether the Bank collects the funds from instruments or not. The Depositor will receive an interest under the terms of the Bank or the Depositor is entitled to withdraw money from the cheque/instrument only when the Bank completely collects the funds from the cheque or instrument. In case the Bank is unable to collect funds from a cheque or instrument deposited, the Bank shall cancel the deposit transaction and the Depositor shall be notified by the Bank; and the Depositor shall immediately contact the Bank for the returned cheque or instrument within the specified time.

10. The account balance shown in the passbook will be deemed correct only if it is verified by the corresponding record kept by the Bank. The passbook should be updated at least once a month at any branch or via the Passbook Update Machines.

11. If the Depositor conducts banking transactions without using the passbook (No Book) i.e., conducting the deposit and withdrawal without passbook or depositing, withdrawing and transferring via the ATM/ADM or transferring via KTB Netbank/Krunthai NEXT etc., exceeding 30 transactions and when the Depositor wishes to update the passbook, the Bank will combine all transactions to be one for each debit and credit. If the Depositor requests for details of such combined transaction, the Depositor shall contact the Bank’s branch for issuing an account statement. Relevant fee rates are subject to terms and conditions determined by the Bank.

12. Counting periods for interest and bonus payment, the Bank will count from the first day of the month to the end of the month. In case of the first month of account opening and the account opening date is not the first day of the month, the period will be counted within the month from the first day of the account opening until the last day of the month.

13. Interest and bonus that the Depositor has already received, if it is more than the interest and bonus that should be received, the Depositor consents to the Bank to immediately update the account statement or adjust the account balance for accuracy.

14. In case when the interest from Krunthai KIDS SAVINGS that does not comply with the criteria and conditions for Tax Exemption from Personal Income Tax on Interest Income Received from Saving Deposit Accounts according to the notification of the Director-General, the Revenue Department, the Bank is required to deduct the interest of such deposit
account for withholding tax in order to deliver such withholding tax to the Revenue Department. If the interest of deposit is not enough for withholding tax deducting, the Depositor agrees to authorize the Bank to deduct such deficit from account balance in the deposit account maintained with the Bank.

15. If the Bank deposits money into the Depositor’s account by any means whereby it is a wrong account number or the deposit amount is incorrect, and the Depositor has no legal right to such deposit amount, the Depositor shall authorize the Bank to immediately debit such amount from the Depositor’s account. However, the Bank shall inform the Depositor of such transaction thereafter via telephone. If the account balance of the Depositor has no money or is insufficient for the debit, the Depositor agrees to pay such amount in full to the Bank immediately upon receipt of the notification from the Bank.

16. For an inter-branch withdrawal, the Depositor shall make withdrawals in person with the ID card or other identification document as prescribed by the Bank presented to the Bank officer.

17. Withdrawals by proxy can be made at any branch of the Bank. Unless the account holder's signature is unattainable, withdrawals must exclusively occur at the account holder's designated branch. A proxy is required to present the ID card or other identification documents of both the Depositor and a proxy, including the required documents as prescribed by the Bank to the Bank officer. In cases where there is no deposit amount and/or any other fund remaining in the account as well as no active account statement (no deposits – withdrawals) for 12 consecutive months, the Bank will close the account automatically.

18. In case when the Depositor is 15 years of age, the Bank will adjust the Krungthai KIDS SAVINGS account type to be a normal savings deposit account on the first day of the month following the birth month that the Depositor is 15 years old. In this regard, after adjusting to savings deposit account type, the interest rates and related fees shall be in accordance with the conditions specified by the Bank for normal savings deposit accounts.

19. In the event that the parent who is authorized to sign for the withdrawal/payment and closing of the account is deceased, (Parents does not have an ownership. The ownership belongs to the minor.)
   a. In the case that either legitimate father or legitimate mother is deceased, the alive legitimate father or mother is authorized to sign for the withdrawal/payment and closing of the account, or with the minor according to the previous conditions for withdrawal/payment and closing of the account.
   b. In the case that the legal guardian is deceased, or the parent whose names are jointly in the same household registration as the minor and whose name is in the deposit account is deceased, and/or in the case that the minor does not have a legitimate father and legitimate mother, the minor’s relatives or public prosecutor shall request the court to appoint the minor’s guardian to proceed with the deposit account or wait until the minor reaches 20 years of age in order to proceed with his/her own account.

20. In the event that the minor who has the ownership is deceased, the heirs or the administrator of the estate has the right to collect the deposit in the account by presenting the passbook or deposit slip together with other evidences required by the Bank to prove to the satisfaction of the Bank. The Bank will consider to return such deposit according to the Bank’s regulations.
21. The Depositor consents the Bank to charge other fees related to Krungthai KIDS SAVINGS account at the rate and criteria as specified by the Bank for normal savings deposit account.

22. The Depositor agrees that the Bank has the right to add and/or change terms and conditions of the Bank’s service, including criteria, fee rate and/or other expenses in using the Bank’s service as the Bank deems appropriate. The Bank will post an announcement to inform the Depositor in a public area at the Head Office, other branches of the Bank and via the Bank’s website (krungthai.com). Consequently, if such amendment and/or change significantly affects the Depositor’s use of the service, the Bank may notify the Depositor at least 30 days in advance through additional channels as deemed appropriate such as via SMS or email, etc.

23. Any documents or letters of the Bank, which are delivered to the address or the workplace or the contact address or to the email address or via telephone number specified in the application form of deposit account opening or the Depositor informed the Bank respectively, the Depositor agrees that the Bank has duly and rightfully delivered documents to the Depositor.

24. The Bank will immediately restrain any payment from the account when the Bank has acknowledged that the Depositor is deceased. The heirs or the administrator of the estate of the Depositor has the right to collect the deposit in the account by presenting the passbook or deposit slip together with the related documents required by the Bank to prove to the satisfaction of the Bank, the Bank will consider to return such deposit.

25. In the event that the Depositor has any outstanding indebtedness with the Bank, the Depositor hereby authorizes the Bank to deduct the deposited money from the Depositor’s deposit account, whether in whole or in part, to immediately pay for such outstanding indebtedness that the Depositor owes to the Bank.

26. In case the Depositor opens a deposit account by using the Depositor’s own name as the sole account owner or by using an account name that is different from the account owner name i.e. Depositor name with co-Depositor or deposit account for other persons, etc., although the withdrawal condition specifies that the Depositor has the right to solely or jointly with other co-Depositors for withdraws or other withdrawal conditions, the Depositor agrees that the Bank shall consider the right of claim for money in a deposit account belongs to the Depositor who is the account owner only.

27. In case the specified law, announcement or government regulation requires the Bank to disclose the information or the financial transaction of the Depositor or one/some of the Depositor’s customers to the government officer or the government agency, when the Bank receives the request, the Depositor consents the Bank to disclose such information and/or to report the Depositor’s financial transactions to the government officer or the government agency in all respects.

28. The Depositor agrees not to bring the deposit account for incurring any obligation with a person, a juristic person or other financial institutions, including but not limited to a transfer of a right of claim in a deposit account and/or a right to receive deposit, whether in whole or in part, unless the prior written consent from the Bank is obtained.

29. The Depositor agrees that the Bank has a right to restrain the deposit and/or withdrawal service for the Depositor’s deposit account and/or close such deposit account at any time when the Bank suspects any doubtful incidents related to such
deposit account or the financial transaction of whether the Depositor or related person to the Depositor or one of the Depositor’s customer becomes the account or contains financial transactions that related to corruption, being against the law or using the account in an illegal way, including but not limited to the anti-money laundering transaction or financial support to the terrorism. In this regard, the Depositor agrees not to claim for any damages arising from the Bank’s action as abovementioned at all.

30. The Depositor agrees and consents to the Bank to send and/or disclose personal information, financial information and/or any information, which the Depositor has provided or already exists with the Bank; or the Bank has received or accessed from other sources; or any other information as prescribed by the agencies or the committee having the power under the law; to the agencies/organizations/government agencies and/or any juristic person that the Bank is a counterparty or has a relationship with. The main objective is to support the Bank’s services such as data analysis, improvement of the Bank’s products or services, completing tasks that the Bank hires or assigns third parties to perform on behalf of the Bank (e.g., works relating to technology, IT, communication, debt collection, etc.) whether in a whole or in some part. In this regard, the Depositor acknowledges that the Depositor can contact the Bank via Contact Center Tel. 0-2111-1111 or any branch. However, the channels to contact the Bank may change, increase or decrease in the future. The Bank will inform the Depositor of such change on the Bank’s website. In addition, when the Depositor provides personal information of any person other than that of the Depositor himself/herself to the Bank, the Depositor represents and warrants that (a) the Depositor has checked the accuracy and completeness of other persons’ personal information provided by the Depositor to the Bank and will notify the Bank if there are any changes in the provided personal information of other persons (if applicable); (b) The Depositor has obtained consent or is able to rely on other lawful bases for collection, usage, disclosure and/or transfer of such persons’ personal data in accordance with applicable law; (c) The Depositor has notified about the Bank's relevant privacy policy to such persons; and (d) The Bank can collect, use, disclose and/or transfer personal information for the purposes set out in the Bank’s relevant privacy policy, which may be revised from time to time. This includes all purposes set forth in these terms and conditions.

31. The Depositor acknowledges that being hired to open an account, buying and selling an account or consenting other people to use accounts in committing an offense shall get punishments by the law.

32. The Depositor agrees to be bound and to comply with the terms and conditions as specified in this agreement, including the regulations and procedures as specified by the Bank, both of which are stated now and/or will continue to be specified in the future in all respects. Thus, the Bank shall notify such amendment in advance via the channel specified by the Bank accordingly.

33. The Depositor (under 15 years of age on the account opening date) and/or the Depositor’s parent acknowledges the contents of the terms and conditions for Krungthai KIDS SAVINGS and agrees that the contents are in accordance with the determination of the Depositor and/or the Depositor’s parent in all respects.

34. The Depositor agrees to pay service fees, fees, and any expenses in opening a deposit account and/or using the services as specified by the Bank at the present and/or as announced in the future by the Bank in all respects. Additionally, these
terms and conditions are considered as part of the application form for deposit account opening. If the Depositor fails to comply with the terms and conditions and/or any cautions resulting in damage to the Bank and/or any person, the Depositor agrees to take responsibility for such damage occurring upon the Bank’s claim immediately. In the event that a fault occurs, regardless of the reason for that mistake, the Depositor agrees that the Bank is entitled to adjust and correct the faults and errors for accuracy, including allowing the Banks to debit funds and/or transfer funds from various accounts of the Depositor maintained with the Bank without requiring the consent of the Depositor in any way. However, the Bank will notify the Depositor of the debit and/or transfer such amount thereafter.

35. The Depositor accepts that the information provided in the application form for account opening as well as other documents submitted to the Bank is accurate, true and complete in all respects.

36. The Depositor allows the Bank to inspect and/or search for the information from the Civil Registration and/or faces of Depositor from the relevant government agencies, including to contact, request some or all of Depositor’s information the from any person or juristic person, if necessary and/or in case the Bank deems appropriate.

37. The Depositor allows the Bank to adjust and update the information that the Bank has acquired since the date of request for opening a deposit account for accuracy in order to prevent fraud crimes.

38. The Depositor consents the Bank to present the news and/or product information and/or the Bank’s services to the Depositors, including the information sending or notifying via SMS and/or other electronic channels. If the Depositor does not wish to receive news and/or product/services information from the Bank, the Depositor can notify the Bank through specified channels such as Contact Center Tel. 0-2111-1111 or at any branch.