## Krungthai nṣงไทย

## Terms and Conditions for KRUNGTHAI FUN Debit Card Service

## Terms and Conditions for KRUNGTHAI FUN Debit Card

- 1. The KRUNGTHAI FUN Debit Card is a financial service provided by Krung Thai Bank Public Company Limited, (hereinafter referred to as "Bank") who issues the card number, CVC number, which is the last 3 digits that appear in the signature box on the KRUNGTHAI FUN Debit Card, and show the expiration date for the Applicant who has been approved by the Bank to use the KRUNGTHAI FUN Debit Card service (hereinafter referred to as "Applicant") to enable the Applicant to conduct financial transactions in the purchase of goods and services at stores via internet. Only the Applicant knows the card number, expiration date and CVC number of the KRUNGTHAI FUN Debit Card, which the Applicant has to be careful to keep the card number, expiration date and the CVC number confidential. In this regard, the Applicant must not notify others and / or allow others to use it. The Applicant agrees to bind himself/herself by assuming the card number, expiration date, and CVC number as a substitute for the identity mark of the Applicant.
- 2. In order to use the KRUNGTHAI FUN Debit Card Service, the Applicant must apply for Krungthai NEXT, an online banking service on the device and / or electronic system and / or mobile device. The Applicant agrees to comply with the terms and conditions of Krungthai NEXT as specified by the Bank.
- 3. In the event that the information on the KRUNGTHAI FUN Debit Card is lost, stolen or the KRUNGTHAI FUN Debit Card cannot be used or in any case, the Applicant has the right to notify the Bank to temporarily suspend or cancel the KRUNGTHAI FUN Debit Card via telephone, by other communication devices, or other methods which can be used to contact the Bank likewise; **Krungthai Contact Center at 0 2111 1111 (24 hours)** or Krungthai Bank headquarters or branch offices (business days and hours). The Bank shall suspend or cancel the KRUNGTHAI FUN Debit Card within 5 minutes from the time the notification was made to the Bank and the Applicant will be notified about the result of KRUNGTHAI FUN Debit Card suspension or cancellation at the same time concurrently.
- 4. In the event that the Applicant notifies of the temporary suspension or cancellation of the KRUNGTHAI FUN debit card according to the Clause 3 to the Bank, if any damage has occurred during the time since the data on the KRUNGTHAI FUN debit card is lost or stolen until the Bank completely suspends or cancels the KRUNGTHAI FUN debit card, the Applicant agrees to be responsible for all damages incurred in all respects. For any damages that occur after the 5-minute period from the time that the Bank has been notified, the Applicant is not liable to reimburse the Bank in all respects except the damage or obligation is caused by the Applicant.
- 5. The Applicant agrees and accepts that any transaction upon using the KRUNGTHAI FUN Debit Card through the device and/or electronic system and/or mobile devices which is a very reliable and acceptable method, including any information or documents the Bank receives from the Applicant for using the KRUNGTHAI FUN Debit Card Service by the aforementioned means, that information or documents are reliable and accurate and can be applied or as evidence for reference under the law.
- 6. Actions of any kind through equipment and/or electronic systems and/or mobile devices, despite the actions of the Applicant himself/herself or is it an action that occurs by another person, no matter what If done by using a User ID and / or Password (Password) and / or PIN and / or OTP (One Time Password) that the Applicant receives through the mobile device of the Applicant according to the mobile phone number provided to the Bank shall be considered

V.6.0 Update: 07/06/2024

complete and correct and binding on the Applicant as if one had acted himself/herself and the Applicant agrees to be responsible for such actions in all respects. The Applicant does not need to make or sign any documents for another proof of that unless the Bank has clearly notified or specified and the Applicant agrees that the Bank is not required to be held liable in the damages arising from the above actions. The Applicant agrees to be responsible for any damage incurred from such actions and the Applicant agrees and acknowledges that User ID and / or Password and / or PIN and / or OTP and / or any other code must be kept confidential and not disclose or do any action that might make others acknowledge of the code.

7. In order to pay for goods and / or services to the seller of goods for which the Applicant has paid for goods and / or services by KRUNGTHAI FUN Debit Card, the Applicant agrees to allow the Bank to deduct money from the deposit account specified by the Applicant with the Bank equal to the amount that the Applicant has paid for goods and / or services. The Bank will inform the said account debit information to the Applicant according to the time and conditions specified by the Bank. The Bank is not required to provide evidence of direct debit and / or any other documents for the Applicant. Since the Applicant shall know the purchase transaction for such products and / or services by using the passbook to make the account adjustment and / or statement or the receipt or receipt from the seller and / or a record of transactions received via Krungthai NEXT channel, so if the Applicant finds that there is an incorrect transaction, the Applicants must contact the Bank within 10 business days from the date that the Applicant receives the statement. If the Applicant does not make an objection within the said period, it shall be deemed that the Applicant agrees that the Bank shall considers the amount shown in the receipt of the service to be correct and true in all respects, but it does not disqualify the Applicant later. If the Applicant can prove that some of the expenses on the record sheet are incorrect and are not the fault or defect of the Applicant and made an objection within 60 days from the date that the Applicant received the record.

8. The Applicant agrees to pay the fee related to the use of the KRUNGTHAI FUN Debit Card or any other fee (if any) according to the rates and schedule specified by the Bank. The Applicant agrees to allow the Bank to deduct money from the account of the Applicant as specified with the Bank and the Applicant shall deposit into the account before the time specified by the Bank so that the Bank can debit the money from such account in accordance with these terms and conditions. The Applicant agrees and accepts that if the Bank cannot collect the above fees, the Applicant shall not be able to use the KRUNGTHAI FUN Debit Card Service, the Bank reserves the right to charge or change the above fees at the specified rate at any time, which shall notify the Applicant in advance and the Applicant agrees to allow the Bank to deduct the said fee from the account of the Applicant that is specified with the Bank immediately. The Applicant can check the said fee deduction from the said account via Krungthai NEXT channel.

9. The Applicant can activate the KRUNGTHAI FUN Debit Card via Krungthai NEXT with a maximum of not exceeding 10 cards per one time or the amount of card specified by the Bank and the Applicant may, at any time, hold KRUNGTHAI FUN Debit Card in the total amount of cards not exceeding the amount of cards specified by the Bank. The maximum cards per one time and/or the total of amount cards at any time may be determined and notified or announced by the Bank to the Applicant via the channel specified by the Bank (e.g. the Bank's website). The Applicant agrees and accepts that in case of determination or change of The maximum cards per one time and/or the total of amount cards at any time, the Applicant shall not have the right to request the Bank of any liability or claim any sum from the Bank.

- 10. In case of setting a Schedule Closing Date, the Bank shall complete the closing of the KRUNGTHAI FUN Debit Card within 24 hours from 11:30 p.m. on the previous date prior to the date that the Applicant sets the schedule and shall notify the Applicant of the KRUNGTHAI FUN Debit Card closing result through Krungthai NEXT (and / or other channels as specified by the Bank) unless the Bank is unable to operate the closing of the card due to defect, damage, interruption or delay in the computer system and / or electrical system and / or Internet and / or communication system and / or network systems for mobile phones and / or electronic devices and / or any other system involved in providing this service, including energy problems, third party actions which include hackers, fires, natural disasters, protests, transportation congestion, riots, war, computer viruses, or various harmful data or various causes which are beyond the control of the Bank. The Bank reserves the right to notify the Applicant of the successful closing of the card via Krungthai NEXT channel. If any damage occurs during the time since the data on the KRUNGTHAI FUN Debit Card is lost or stolen, until the Bank has finished closing the KRUNGTHAI FUN Debit Card in accordance with the pre-set closing date of the card, the Applicant agrees to be responsible for the damage that occurs entirely for such damage. If the damage occurred after the Bank has closed the KRUNGTHAI FUN Debit Card has been completed, the Applicant is not liable to reimburse the Bank in any way unless the damage or debt incurred is the act of the Applicant himself.
- 11. The Applicant agrees and accepts that in the event that Krungthai NEXT service has an interruption and cannot be used which is beyond the Bank's reasonable control, including but not limit to, interruptions of telecommunication systems and computer equipment that may affect the use of the KRUNGTHAI FUN Debit Card service and / or any action regarding the KRUNGTHAI FUN Debit Card, the Applicant agrees and acknowledges that the said event will not be held to claim the Bank's responsibility unless it was caused by an act on purpose or the serious negligence of the Bank
- 12. The Applicant has the right to terminate the KRUNGTHAI FUN Debit Card service at any time by notification of cancellation of the KRUNGTHAI FUN Debit Card Service with the Bank via the Internet and / or by other methods specified by the Bank. The Bank reserves the right to debit any amount of the deposit account to proceed for the payment of goods and / or services by the Applicant's KRUNGTHAI FUN Debit Card which occurred before the notice of cancellation of the service on the specified period or the debit service.
- 13. The Applicant agrees and accepts that the KRUNGTHAI FUN Debit Card is owned by the Bank. The Bank has the right to cancel, suspend, withdraw the service or refuse to give service, without any right to claim any damages or compensation from the Applicant, due to any of the following the cases:
  - 13.1 The Applicant uses an expired or cancelled KRUNGTHAI FUN Debit Card;
  - 13.2 The Applicant transfers or allows other person to use the KRUNGTHAI FUN Debit Card;
- 13.3 The Applicant passed away or the court adjudged that the Applicant has disappeared or is an incompetent person or quasi- incompetent person;
- 13.4 The court has issued as absolute receivership order against the Applicant or declared the Applicant a bankrupt or the Applicant is a person that government agencies or competent authorities have issued an order to seize or freeze the bank account of the Applicant;
- 13.5 The Applicant uses the KRUNGTHAI FUN Debit Card to conduct any transaction with the purpose of not personal use e.g. for business purpose or with bad faith and/or with

fraudulent purpose for any illegal purpose or any activities considering as conducting money laundering;

13.6 The Applicant uses the KRUNGTHAI FUN Debit Card contrary to the objectives specified by the Bank and / or contrary to these terms and conditions including its amendment that shall be effective in the future;

- 13.7 The Applicant breaches these terms and conditions, regardless of any of the above including its amendment that shall be effective in the future;
- 13. 8 The Applicant 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 KRUNGTHAI FUN Debit Card;
- 13.9 The Applicant for the closing of the deposit account linked to the KRUNGTHAI FUN Debit Card and / or the Bank has closed the deposit account linked with the KRUNGTHAI FUN Debit Card under any circumstances; or
- 13.10 The Applicant does not pay and / or there is not enough money in the deposit account for the Bank to deduct the fee related to the use of the KRUNGTHAI FUN Debit Card or any expenses (if any) within the period specified by the Bank.

If any of the abovementioned cases occurs, the Bank has the right to suspend, seize the card, cancel services to the card and / or suspend the card temporarily or not as the Bank deems appropriate. The Applicant agrees to allow the Bank to change such terms in the form and procedure specified in Clause 23 of this Agreement.

## 14. Money Deduction

- 14.1 The Applicant can deduct money from the deposit account via Krungthai NEXT for bill payment, payment of products and/or services as the available balance or the maximum limit of 500,000 baht / card per day. The deduction for payment is divided into 2 ways as follows:
- 14.1.1 The Bank proceeds with payment according to the Applicant's instruction and/or statement that the Applicant and/or the Bank receives from the service provider / seller (as the case may be).
  - 14.1.2 The Applicant proceeds with payment by himself/herself via Krungthai NEXT.
- 14.2 The Applicant consents the Bank to deduct money from the bank account for payment of products and/or services according to the amount shown in the statement received by the Applicant and / or the Bank from the service provider / seller (as the case may be) and the Bank will transfer the deducted money to the bank account of the service provider / seller (as the case may be). The Applicant also consents the Bank to deduct money from the abovementioned account in order to pay the relevant fees.
- 14.3 The amount of money that can be deducted per day is pursuant to the Bank's announcement at the Bank's office / branch office and / or brochures and / or other electronic media.
- 14.4 If it appears later that amount of money to the service provider / seller (as the case may be) notified the Bank is incorrect and the Bank has already deducted the money from the bank account of the Applicant for the amount that appears in the statement;, the Applicant agrees to directly make a claim for the said amount from the service provider / seller (as the case may be). The Applicant 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 bank account of the Applicant to pay utility bills, goods and / or services according to the statement received by the Applicant and / or the Bank from the service provider / seller (as the case may be).

14.5 The Applicant agrees that the Bank will deduct money from the bank account of the Applicant only when the available balance in the account at that time is sufficient funds to pay bill, goods and / or services according to the statement that the Applicant and/or the Bank receives from the service provider / seller (as the case may be).

14.6 In case any document and / or the deposit account number that linked with the KRUNGTHAI FUN Debit Card changes for any reason; the Applicant hereby certifies and confirms that the consent given to the Bank to deduct the mentioned the said deposit account remain valid for the deposit account and / or any other documents which have changed in all respects. Such consent shall be valid promptly from the application date and shall remain valid until the Applicant notifies the cancellation or revocation of the written consent to the Bank at least 30 days in advance. In the event that the Applicant revokes the said consent, the Bank has the right to cancel or suspend card use under this terms and conditions.

15. Upon any errors in the transfer of funds / direct debit to pay utility bills, goods and / or service charges incurred. The Applicant must notify the Bank immediately and should contain the following information:

- 15.1 Date and time of the transaction
- 15.2 Location of other electronic media
- 15.3 Account number of the Applicant and the related party
- 15.4 Type of transaction
- 15.5 Amount of money transferred in or out and / or amount withdrawn.
- 15.6 Name, address of the Applicant and informant.
- 16. The Applicant agrees that the Bank has the right to deduct money from any type of deposit account of the Applicant with the Bank or money in the possession, custody and / or command of the Bank, whether the Bank will receive a deposit possession and / or get this command by any means in order to immediately pay the debt and / or the responsibilities of the Applicant, including legal prosecution expenses, attorney's fees, and other expenses incurred as actually paid by the Bank. In case that any such amount of the Applicant is not to be deducted or there is insufficient, the Applicant agrees to pay the said debt and / or liability in return to the Bank.
- 17. The Bank's liabilities to the Applicant are as follows:
- 17.1 The Bank performs an act or omission to act according to money transfer order, preventing the Applicant from completely receiving money transfer via Krungthai NEXT, except:
  - 17.1. The Applicant has insufficient funds in the deposit account.
- 17.1.2 The Applicant does not have or has been suspended from using a credit limit with the Bank.
- 17.1.3 Money transfer will result in the account balance exceeding the credit limit agreed with the Bank.
- 17. 1. 4 The Applicant is in the process of legal proceedings, for example, the Applicant' money in his/her account was seized and / or attached by the Revenue Department, enforcement officer, the court and / or any other competent official to give any order of attachment or seizure, an/or the Applicant is subject to receivership or adjudicated to be bankrupt.
- 17.1.5 The Bank has notified the Applicant of any difficulties in the transfer before or while making a money transfer transaction.
  - 17.1.6 The Applicant breaches any conditions or agreements with the Bank.
- 17. 1. 7 It is a force majeure event such as in the event of a defect, damage, interruption or delay of a computer system and / or electrical system and / or Internet and / or

communication system and / or network systems for mobile phones and / or electronic devices and / or any other system involved in providing this service. Including energy problems, third party actions which include hackers, fires, natural disasters, protests, transportation congestion, riots, war, computer viruses or various harmful data or various causes which is beyond the control of the Bank, which is an obstacle for the Applicant to use the service or to the Bank to provide services under these terms and conditions.

17.1.8 Any cause as prescribed by the Bank and / or imposed by the law.

17.2 The Bank fails to comply with the Applicant's order to seize or cancel the use of the card pursuant to Clause 3 of this Agreement, and later, a fund transfer transaction occurred via Krungthai NEXT.

17.3 The Bank does not yet send the card and / or password and / or any other equipment that the Bank provides to the Applicant to use as a tool for transferring money from the deposit account to the Applicant but there was a wrongful transfer transaction via Krungthai NEXT.

17.4 There is an illegitimate money transfer transaction via Krungthai NEXT which is not the Applicant's fault

18. In case the Bank is aware or informed of any incorrect transaction by the Applicant, the Bank will investigate the transactions from the related documents in the system. If the cause and error is found, the Bank will proceed to rectify it within 30 days from the date the Bank was informed of such error by the Applicant in compliance with the Bank's regulations and procedures for investigating and rectification as specified by the Bank.

19. The Applicant agrees that the Bank may contact, inquire, or disclose some or all details about the Applicant to any person if necessary or where the Bank deems appropriate and in the event of a law, announcement or government regulation which require banks to disclose information or financial transactions of the Applicant to governmental officer or government agencies. When the Bank receives the request, the Applicant agrees to disclose the information and / or make transactions relating to financial transactions of the Applicant to the governmental officer or government agencies in all respects.

20. In case of any damage occurred to the Bank or the Bank is required to assume any liability from the request for the service to make payment for products and / or service fees via KRUNGTHAI FUN Debit Card for any reason, the Applicant agrees to be responsible for compensation to the Bank in all respects without any conditions, including agreeing to allow the Bank to do any act in order to correct and mitigate any damage that can happen to the Bank without needing the consent of the Applicant.

21. The Applicant agrees not to act, which causes the Bank to participate in a dispute between the Applicant and any other person, which is in connection with or in connection with the provision of the KRUNGTHAI FUN Debit Card in accordance with these terms and conditions. In which if the Applicant has a disagreement and / or any claim shall enforce with other people on their own.

22. The Applicant acknowledges that the Bank may examine and / or search for information on the people's history registration and / or the face image of the Applicant from the relevant government agency including contact for some information or all of the person requesting the service from the person or any legal entity if necessary and / or if the Bank deems appropriate.

23. The amendment of the terms and conditions regarding to the use of the KRUNGTHAI FUN debit card.

23.1 If it is an amendment in the conditions that causes the Applicant to use the service to increase the burden or risk shall be effective when the Applicant has given consent.

- 23.2 If there are changes other than Clause 23.1, or a change of interest rate, penalty rate, and fee rate related to the use of KRUNGTHAI FUN Debit Card service rates and various expenses. The Applicant agrees to allow the Bank to have the right to make changes as the Bank deems appropriate by notifying the user in writing in advance (with a letter size not less than 2 mm, with a maximum of 11 characters in 1 inch).
  - (1) Not less than 30 days; or
  - (2) In an urgent case, not less than 7 days by
    - (A) by letter; or
- (B) announced in Thai daily newspapers that are widely distributed in the country and repeated in writing.

In the event of the aforementioned changes that are beneficial or reduce the burden on the Applicant which is effective immediately. The Bank shall notify the Applicant within 30 days after it becomes effective.

23.3 If there are laws and / or regulations requiring the Bank to undertake specific actions regarding changing the conditions, the Applicant agrees to allow the Bank to comply with such laws and / or regulations.

24. In the event that the Bank has an agreement with the seller of goods or the service provider that the Applicant uses, purchases goods or uses the service that the Applicant requests to pay for goods or services by providing the KRUNGTHAI FUN Debit Card number orally or in writing for seller or the service provider to charge directly from the Bank, the applicant agrees as follows:

24.1 In case where the Applicant obtains the service that he or she does not order the products or does not request for service from such seller or service provider. When the Bank has been notified by the Applicant, the Bank will immediately suspend the billing from the Applicant or in the event, it has been processed, the Bank shall refund the money to the Applicant immediately unless the Bank will prove the debt incurred as an act of the Applicant and exercise the right to recover from the Applicant later.

24.2 It does not prejudice the Applicant's right to cancel the purchase or accept the service within 45 days from the date of purchase or request for service or within a period of 30 days from the date of delivery of the product or service in the event of a written time limit for the delivery of goods or services. If the Applicant can prove that the product has not received or has not received service or received, but did not meet the deadline, or received but not complete or defective or incorrectly according to the purpose, in such case, the Bank will suspend the billing from the Applicant or in the event of payment has been completed, if it is an order for goods or services within the country, refund shall be processed within 30 days from the date the Applicant notifies and if it is an order for goods or services from abroad refund shall be processed within 60 days from the date the Applicant notifies.

In such dispute and/or proving any fact under Clause 24.1 and/or 24.2, if the Applicant informs or submits or shows any information or evidence to the Bank which such information or evidence is not true or commit an act dishonestly, the Applicant shall be liable for any damages occurred to the Bank and/or other person(s) in accordance with the relevant laws.

25. In the event of a law, announcement or government regulation requires the Bank to disclose information or financial transactions of the Applicant to government officials or agencies when the Bank receives the request, the Applicant agrees that the Bank can disclose the information and / or make transactions relating to financial transactions of the Applicant to the public officials or government agencies in all respects.

- 26. The Applicant acknowledges that the Bank may revise and add the Bank's original information to be correct, complete, and up to date upon the date of requesting the KRUNGTHAI FUN Debit Card and for the benefit of preventing fraud from the criminals group.
- 27. All documents or letters or any electronic media that the Bank sends to the Applicant, whether sent by registered mail or not register delivering personally, if sending to the address and / or office and / or electronic media contacts as notified to the Bank with or without recipient, or unable to deliver due to change of address and / or office and / or electronic contacts, or address and / or office being demolished and / or electronic contacts, suspended or canceled by the Applicant not notifying in writing to the Bank or unable to deliver because the address and / or office and / or electronic media contacts were not found, it shall be deemed that the Applicant has duly acknowledged the information in that document or letter or electronic media and it shall be deemed that such document or letter or electronic media has been sent.
- 28. Any inquiry about the use of the KRUNGTHAI FUN Debit Card or any problems regarding the use of such services, the Applicant can contact the Bank via Krungthai Contact Center, Tel. 02-111-1111, bank branch or other channels as specified by the Bank.
- 29. The Applicant acknowledges and understands various messages in accordance this agreement in detail throughout and agrees to be bound and comply with this agreement, including any regulations, terms, conditions and procedures in connection with the use of the Bank's existing KRUNGTHAI FUN Debit Card, both currently and / or which will be modified in the future in all respects. The Applicant therefore requests the Bank to issue the card as requested by the Applicant, including card renewal and issue a new card until the Applicant terminates the service and / or the Bank requests to cancel the service and the Applicant acknowledges that in the event that the KRUNGTHAI FUN Debit Card service is canceled, whether by the Applicant himself/herself and / or the Bank shall not affect the right to apply for Krungthai ATM card service and / or the right to withdraw money from the account of the Applicant in any way.
- 30. The Applicant agrees that In addition to providing services as specified in these terms and conditions, in the event in the future, the Bank provides any other services to the Applicant and the Applicant agrees to use that service. The Applicant agrees that no more evidence is required to be provided to the Bank.
- 31. The Applicant cannot transfer rights and / or benefits and / or duties, either in whole or in part, contained in these Terms and Conditions to a third person.
- 32. Any delay or omission to exercise the Bank's rights in accordance with the law or these terms and conditions, it does not assume that the Bank waives its right or consents to any action for the person requesting to use the service in any way.
- 33. If any statement in these terms and conditions, contrary to or inconsistent with the Notification of the Committee on Contracts regarding Credit Card Business as the Regulatory Business, 1999 (and as amended), which are currently in effect and to be added in the future to use the provisions in the Notification of the Committee on such contracts instead.
- 34. The Applicant can check the past transactions at any bank branch, Krungthai NEXT and other channels as specified by the Bank. The Applicant agrees to allow the Bank to collect fees and / or expenses (if any) according to the rates and methods specified by the Bank.
- 35. The Applicant can check the balance of the KRUNGTHAI FUN Debit Card at a bank channel, which are Bank branches, Krungthai NEXT and Krungthai Contact Center number 02-111-1111 (24 hours a day.) or applicants can check the expiration date of the KRUNGTHAI FUN Debit Card at Krungthai

NEXT by using the User ID and / or Password and at the bank branch by informing the card page number KRUNGTHAI FUN debit Card.

36. These Terms and Conditions are made into Thai and English language versions. The Thai version of these Terms and Conditions shall prevail whenever there is a discrepancy between the two versions.

V.6.0 Update: 07/06/2024