

KTB netbank Service Agreement and Term of Use

KTB netbank refers to the Internet Banking service provided by Krungthai Bank Public Company Limited (hereinafter called “the Bank”) for convenience to individual customer (hereinafter called “the Applicant”) so that the Applicant will be able to use various financial management services namely bank account balance inquiry, bank account activities inquiry, money transfer between own bank accounts, money transfer to other person’s account within the Bank, money transfer to other person’s bank account outside the Bank, payment of goods or service, E-Cheque service use, Talk to net officer service use, Pay/receive with mobile service use including any other use of services and/or any other financial transaction conducts currently specified and/or to be specified in the future in all respects whereby the Applicant agrees to be bound by this KTB netbank Agreement and Terms of Use which will be called hereinafter “the Agreement” as follows:

1. In this Agreement, the term “Bank Account” refers to savings account, current/checking account, fixed account, NetSavings account, NetExtra savings account, NetFixed account and/or bank accounts of other types currently specified by the Bank and/or to be specified in the future including the Applicant’s credit limit used for services through KTB netbank as well.
2. The Bank provides the KTB netbank for natural person or individual customers only.
3. The Applicant is able to apply for service use at any branch, ATM/ADM, website(www.ktbnetbank.com) or Application KTB netbank of the Bank whereby the Applicant is required to have at least one bank account in the type of single drawer’s signature and to own mobile phone number which is registered in Thailand and/or an electronic communication address as channel of communication with the Bank.
4. Use of Net ID, Password and Time Out Password (TOP)
 - 4.1. When the Applicant is granted an approval to use the service, he or she will be assigned the Net ID by the Bank and the Password will be specified by the Applicant when logging in the system for the first time, and the Applicant is required to change his/her Net ID and Password otherwise, he/she will be unable to further conduct the transaction.
 - 4.2. The Applicant shall well retain his/her Net ID, Password and Time Out Password (TOP) and keep them in a safe place to prevent loss as well as keeping them confidential exclusively for the Applicant only. In case of any damage incurred from loss or disclosure of such various passwords or from any other causes, the Bank shall assume no liability whatsoever. In this regard, the

Applicant is able to change the password and Net ID himself or herself at any time with no need to inform the Bank accordingly.

- 4.3. Everytime when using service, the Applicant shall enter his/her Net ID and Password and/or Time Out Password (TOP). In case where the Applicant enters wrong Net ID and Password for three times consecutively, the Bank will automatically discontinue the service use on temporary basis, and the Applicant will be unable to use the Net ID any longer. In this case, the Applicant is required to contact the Bank in person so as to cancel such temporary discontinuation of the KTB netbank service or to request the Bank's assignment of the new Password.
- 4.4. In case where the Applicant forgets his/her Net ID, he/she is able to contact the Bank to obtain it in person at the Bank branch or through other channels as specified by the Bank.
- 4.5. The Applicant is able to discontinue or cancel his/her Net ID and Password and/or KTB netbank service use by himself/herself at any time through various communication channels as prescribed by the Bank. In this regard, such discontinuation or cancellation of the Net ID and Password and/or service use will be fully valid within one day from the date that the Bank was informed completely by the Applicant whereby the Bank shall not be responsible for any damages or losses incurred prior to the full validity of such discontinuation or cancellation.

If the Applicant wishes to cancel the aforementioned discontinuation of the Net ID and Password and /or KTB netbank use, he or she is able to cancel such discontinuation himself/herself through website(www.ktbnetbank.com), Application KTB netbank of the Bank or contact in person with the Bank branch.

- 4.6. Any action taken through KTB netbank service such as money/funds transfer, drawdown of credit line/limit, bank account correction , cancellation/increase of bank accounts, correction of information on payment of goods and services or others both being the action taken by the Applicant himself/herself and that taken by other persons whether in any respect; if having taken action by using the Net ID and/or Password and/or Time Out Password (TOP) relating to this service, the Applicant agrees to deem it as his/her valid action which will bind him/her as if it is taken by the Applicant himself/herself. The Applicant also agrees to be responsible for such actions in all respects as well as deeming that the Applicant's electronic signature submitted to the Bank as an evidence of the action taken through the KTB netbank at each particular time in accurate and valid manner, and also agrees that the Bank is able to use the information on such action as the original document which is used as evidence in proving that the Applicant has taken such action to be used

in legal proceeding in all respects whereby the Applicant is not required to prepare document or sign any document as an evidence in such action again except that the Bank clearly informs or specifies accordingly. The Applicant agrees furthermore that the Bank needs not take any liability for damages or losses resulting from the aforementioned action whereby the Applicant agrees to be responsible for damages or losses incurred by the aforementioned action in all respect except that it is in the case under clause 5. Apart from this, in case of any damage or loss incurring on the Bank as a result of using the KTB netbank by the Applicant, the Applicant agrees to be responsible for indemnifying for the entire losses in full to the Bank unconditionally.

5. The Bank shall be liable to the Applicant only in the following cases:
 - 5.1 The Bank has not submitted and delivered the money transfer tools (“money transfer tools” refer to ATM card, debit card or credit card, Net ID and/or Password and/or Time Out Password: TOP, magnetic disk containing program or any other tools that the Bank delivers to the Applicant to use as tools for inward or outward transfer of money to or out of the Bank account) to the Applicant and money transfer transaction through the KTB netbank occurred wrongfully.
 - 5.2 Money transfer transaction through the KTB netbank occurred wrongfully and it is not the Applicant’s fault.
6. If, during the course of various operations or action takings, the Applicant is unable to connect to/with the internet, it shall be deemed that such operations are unsuccessful; and if the Applicant wish to take any further actions, the Applicant is required to connect to the internet and enter the Net ID and Password to restart the operation or action whereby the Application agrees to be responsible for the damage/loss incurred by such unsuccessful operation by himself/herself in all respects.
7. Money transfer/bank account debit through KTB netbank
 - 7.1 In case of money transfer between own bank accounts within the Bank, the Applicant is able to transfer money in the amount of not more than the Bank account balance available for withdrawal and unlimited number of times per day.
 - 7.2 In case of money transfer to other person’s account(s) within the Bank and money transfer to bank account(s) in other bank(s), the Applicant is able to transfer money in the Bank excluding the limit of KTB netbank: Talk to net officer as follows:
 - 7.2.1 **Normal Customer Group:** limit of not more than 100,000 Baht/day,
Unlimited number of times

7.2.2 **VIP Customer Group:** limit of not more than 200,000Baht/day,
unlimited number of times

7.2.3 **Silver Customer Group:** limit of not more than 500,000
Baht/day,unlimited number of times

7.2.4 **Gold Customer Group:** limit of not more than 1,000,000
Baht/day,unlimited number of times

7.2.5 **Platinum Customer Group:** limit of not more than 5,000,000
Baht/day,unlimited number of times

Regarding money transfer to bank account(s) in other bank(s),the Applicant is able to transfer money in the total amount according to the Applicant's granted limit above but not more than 500,000 Baht/day.

7.3 In case of money transfer to Internationalbank account(s) the Applicant is able to transfer money in the total amount according to the limit granted under clause 7.2 but not more than 500,000 Baht/day.

7.4 Regarding account direct debit and/or drawdown of credit limit from bank account for payment of utility bill/cost of goods/services purchased/taxes/costs of unit trust purchased from various mutual funds, the Applicant agrees to allow the Bank to debit and/or drawdown credit limit from the Applicant's bank account held with the Bank in order to pay such debts to the person(s) or agency(ies) or organization(s) that are payee(s) according to the agreement that the Bank has with the person(s) or agency(ies)or organization(s) that are payee(s) in the amount of not more than the credit limit and/or the bank account balance available for withdrawal with unlimited number of times per day. The Applicant also agrees to allow the Bank to make direct debit from bank account to pay the fee of service use through the KTB netbank as prescribed by the Bank.

8. Use of cheque service through KTB netbank

8.1. As for cheque-book buying order through the KTB netbank, the Applicant is able to place cheque-book buying order according to the amount of cheques approved by the Bank only whereby the Bank will deduct the amount of cheque stamp duty and cost of duty stamps under the conditions prescribed by the Bank. The Applicant or appointee/authorized person are able to contact the Bank to receive the ordered cheque-book at the place specified by the Bank. In this regard,the bank reserves the right to consider approving such cheque-book buying order. If approval is not granted,

the Bank will adjust the account and make refund with no interest according to the Bank's operating procedure later on.

- 8.2. Regarding cheque stop-payment through KTB netbank by using Net ID and/or Password of the Applicant, it shall be deemed that such cheque stop-payment shall be effective or valid immediately as conduction the transaction through KTB netbank in accurate and complete manner, and the Bank has already confirmed such cheque stop-payment. The Applicant has no need to submit written request for cheque stop-payment to the Bank's office /branch where the Applicant hold his/her bank account. However, if such cheque is in the process that the Bank is unable to stop or cancel payment, the Applicant agrees not to demand the Bank to be liable for any losses incurred.

9. Use of KTB e-Cheque Service

- 9.1. The Applicant agrees to conduct transaction of money transfer and/or credit limit drawdown by himself/herself through KTB netbank by agreeing to be the person who specifies various details concerning the transferee or money receiver such as type of money transfer, bank account number, transaction effective date, transaction expiry date, releaser and/or unwinder, amount of money to be transferred to the transferee/receiver by the Applicant, transferee's account number and transferee's ID card number hereinafter called "e-money transfer data" so that the Bank will conduct direct debit of account and/or credit limit drawdown from the Applicant's account as specified by the Applicant and transfer money to the transferee/receiver. When the Bank receives the e-money transfer data, the Bank will inform the transaction reference, paid number, release code and unwind code to the Applicant or the transferee/receiver for money receiving with the following steps and terms and conditions of service providing:

- 9.1.1. In case of receiving cash at branch office, the Bank will send the paid number and release code to the Applicant or the transferee(as specified by the Applicant or the transferee in the e-money transfer data). When requesting cash receiving, the Bank must receive the accurate paid number, release code and ID card number of the transferee, then the Bank will proceed with paying cash to the transferee/receiver.

- 9.1.2. In case of receiving cash at the ATM, the Bank will send the transaction reference and paid number to the Applicant and will send the reference and release code to the transferee/receiver. When requesting cash receiving, the Bank must receive the accurate paid number and release number, then the Bank will proceed with paying cash to the transferee/receiver.

- 9.1.3. In case of conducting transaction of transferring money to bank account, the Bank will transfer money to the transferee's bank account on the effective date as specified in the transaction. If the Applicant selects money transfer using release code, the Bank must receive the accurate release code before or within the effective date, then it will proceed with transferring money to the transferee on the effective date as specified in the transaction. In case where the Bank receives the release code after the effective date, the Bank will make direct debit from the Applicant's account to transfer money to the transferee's bank account on the date that the Bank receives the release code instead.
- 9.2. The Applicant agrees to accept that the Bank will proceed to conduct direct and/or drawdown the credit limit into the Bank's suspense account according to the funding date for holding fund in the account in accordance with the service type specified by the Applicant.
- 9.3. The Applicant agrees to accept that the unwinder, as specified by the Applicant, is able to send the unwinding order so that the Bank will not make direct debit and/or drawdown the credit limit from the Applicant's account further according to the order of money transfer and/or credit limit drawdown. Therefore, when the Bank proceeds to cancel the money transfer transaction and/or credit limit drawdown transaction according to such unwinding order, it shall be deemed that it is the immediate cancellation of money transfer transaction and/or credit limit drawdown whereby the Applicant agrees to accept that the Bank has taken proper action and has no duty to monitor the case and/or negotiate with the transferee/receiver concerning any obligations that the transferee/receiver has toward the Applicant. The Applicant also agrees not to exercise the right to claim any loss or damage from the Bank in this connection. In case of cancelling the transaction conducted through the Bank's branch, the Applicant agrees to accept that he or she must cancel such transaction himself or herself at the branch where transaction is conducted. In this regard, the Bank will make direct debit from its suspense account to refund to the Applicant only when the Bank receives the accurate paid number, unwind code and ID card number of the transferee/receiver.
- 9.4. The Applicant agrees to accept that the Applicant has the duty to well retain and proceed to make the transferee retain the paid number, release code and unwind code and keep them in safe place to prevent loss as well as keeping them confidential at all times. In case of any damage or loss incurred from loss or disclosure of transaction reference or such codes or incurred from any other causes, the Bank has no need to assume any responsibility whatsoever.

- 9.5. The Applicant agrees to maintain cash and/or credit limit in the Applicant's bank account to be sufficient for transferring funds/money to the transferee throughout the period of using this service to enable the Bank to make direct debit and/or drawdown credit limit from the Applicant's bank account in the whole amount according to the amount of money to be transferred according to the e-money transfer received from the Applicant together with the service fee within the specified date.
10. The Applicant agrees to accept that various data or information relating to the bank account of the transferee or payee and the e-money transfer data that the Bank receives from the Applicant such as amount of money that the Applicant will transfer to each transferee or payee are the essentials in transferring funds/money to the account of the transferee or payee whereby the Bank has no duty to check or verify any data. When the Bank has taken any actions according to the aforementioned data including action taken upon the Bank's receiving the transaction reference and/or paid number and/or release code and/or unwind code from the Application or the transferee or any other person in any respect, it shall be deemed that the Bank has taken accurate and complete action in all respects. In case of any errors or deficiencies incurred from the actions taken according to such data, the Applicant agrees to be responsible for his or her actions/deeds in all respects whereby the Bank has no need to assume any responsibilities.
11. In case where the bank account of the Applicant or the transferee or payee contains both transaction of direct debit from the bank account and fund transfer to the account at the same time, the Bank will proceed to transfer fund to the bank account first and then make direct debit from the account.
12. The Applicant agrees to allow the Bank to collect the fees and/or expenses and/or service charges for the use of various services through KTBnetbank and/or costs of electronic equipment at the rates and by the methods of collection as prescribed by the Bank. The Applicant also agrees to allow the Bank to enhance, modify or cancel its KTB netbank service providing, either in whole or in parts, including fee rates and/or expenses and / or service charges and/or fines and/or various rights or privileges that the Bank offers to the Applicant as well as methods of calculating such rates only for any particular applicant or all applicants at any time, and/or such methods at any time as deemed appropriate by the Bank. In this regard, the Bank will put up notification to inform the Applicant accordingly not less than 30 days in advance at the Bank's office/branch, and/or distribute brochures, leaflets, advertising banners, and/or various electronic media and/or other communication channels as specified by the Bank. Moreover, the Applicant agrees to allow the Bank to make direct debit for such fees and/or expenses and/or

service, charges and/or electronic equipment costs from the Applicant's bank accounts entirely of all types and all credit limits available with the Bank immediately.

13. If the Applicant sees that the Bank collected inaccurate fees and/or expenses and/or electronic equipment costs, the Applicant shall inform the Bank accordingly in writing within seven days from the date that the Bank made direct debit from the Applicant's account. If the Applicant does not inform the bank of such inaccuracy within such deadline, the Applicant agrees to deem it that the Bank has taken accurate and valid action whereby the Applicant agrees not to argue or object or claim any funds or indemnities subsequently from the Bank.
14. To enable the service use to achieve the objective of this Agreement, the Applicant agrees to allow the Bank to have the right to make direct debit from bank account and/or drawdown the credit limit and/or transfer the Applicant's funds available with the Bank to proceed with the methods prescribed in this Agreement in perpetuity whereby the Applicant shall not cancel or repeal this consent until the cancellation of the KTB netbank service use.
15. The Applicant agrees to accept that the Bank has the right to notify or not to notify about the transactions of direct debit and/or credit limit drawdown and/or funds transfer through KTB netbank to the Applicant or the transferee or the payee for information as the Applicant is able to check the current status, operating results and transactions of direct debit and/or drawdown of credit limit and/or funds transfer of the Applicant on the transferee or the payee through KTB netbank already. If the Applicant or the transferee or the payee does not make any objection to the transactions of direct debit and/or credit limit drawdown and/or funds transfer within seven days from the dates of completing the conduct of such transactions, the Applicant agrees to deem it that the Bank has taken accurate and valid action in all respects whereby the Applicant will not make any objection or claim any funds or indemnities subsequently from the bank.
16. In case where the Applicant used or conducted transaction of various types through the KTB netbank and incurred error or deficiency whether such error or deficiency is incurred by causes in any respect, the Applicant agrees to allow the Bank to have power in all respects to rectify or correct such error to be accurate in accordance with the reality including the Applicant's consent to allow the Bank to make direct credit and/or drawdown credit limit and/or transfer funds from the entire accounts in all types and all limits that the Applicant makes available with the Bank whereby the Bank has no need to notify or ask for permission from the Applicant in advance. In this regard, the Applicant agrees to deem it that all the various documents relating to direct debit, drawdown of credit limit, funds transfer or the Bank's action-

taking which are prepared to rectify the aforementioned error or deficiency are the accurate, valid, complete and can be used as legal evidences in all respects.

17. In case where the Applicant find any error or deficiency from account direct debit and/or credit limit drawdown and/or funds transfer through KTB netbank, the Applicant shall immediately notify the Bank about the relevant details of data/information such as date and time of transaction conducted, related bank accounts in funds transfer and/or funds transfer, transaction type, inward or outward remittance or fund transfer amount, name and contact address of the Applicant and the notifier etc. whereby the Applicant agrees to allow the Bank to verify and error/deficiency incurred in such direct debit and/or credit limit drawdown and/or funds transfer from the data or information received from the Applicant and the Bank's reports in accordance with the Bank's operating methods in all respects. If it later appears that such error/deficiency is incurred by the act or deed of the Applicant himself/herself, and the Bank has already taken action according to the data or information informed or given to the Bank by the Applicant, the Applicant agrees to waive the claim or not to sue the Bank to indemnify such funds/money that the Bank debited and /or drew down the credit limit and/or transferred as well as indemnifying any loss or expense whatsoever. Apart from this, if the Bank has to pay any amount of funds/money to any person in connection with the aforementioned error/deficiency, the Applicant agrees to pay any amount of money/funds together with interest at the maximum default rate according to the Bank's notification whereby the Bank has announced to specify such default interest at several rates and the maximum rate announced by the Bank shall apply to the case. Such rate can change either upward or downward as will be notified by the Bank from time to time and the Applicant agrees that the changed interest rate shall immediately be in force from the time of notification/announcement of such interest rate change. In this regard, the rate shall be in force from the date that the Bank paid the money to other person onward until the Applicant pays it back to the Bank as compensation for all amounts in full.
18. In case where the Applicant has any money debt to the Bank including relevant fees, expenses, indemnities or money debts incurred according to this Agreement, the Applicant agrees to allow the Bank to make direct debit from the bank accounts of all types and all limits that the Applicant has available with the Bank for making direct debit as payment of such debt immediately to the Bank whereby the Bank has no need to ask for consent from the Applicant. And if the deposited amounts of money in such bank accounts are not sufficient for direct debit to pay back the debt in full, the Applicant agrees to accept that the Applicant has the burden of arrears with the Bank in such amount of money which are debts due to pay promptly, and the Applicant agrees to pay the remaining amount of debt together with interest at

default rate as specified in clause 17 from the date that the Applicant defaulted on debt payment onward until the Applicant pays debt in full. In this regard, the Applicant agrees to allow the Bank to refrain from providing various services immediately whereby the Bank will not make direct debit from the bank account in part and this does not deprive the Bank's right to immediately cancel the KTB netbank service providing with no need to inform the Applicant accordingly, of which the Applicant agrees to accept that the Bank has taken proper action and the Applicant agrees not to raise such case as an allegation or claim any damages from the Bank.

19. The Application accepts that any evidential notes or documents that the Bank has prepared in connection with serviceproviding through the KTB netbank are accurate in all respects with no need to request the Applicant to verify or sign his/her name first in any respect.
20. If any documents and/or evidences and/or detailed information that the Applicant has sent to the Bank,whetherThey are delivered in any form,contain errors or deficiencies and the Applicant wishes to correct/amend such errors or deficiencies or alter any data/information, the Applicant shall inform the bank accordingly in advance in writing according to the format prescribed by the bank together with copies of relevant documents and evidences to be amended or alter before the Bank enters such data /information into its system.If the Applicant informs the Bank of such case after the Bank already entered the data into the system,the Bank reserves its right not to amend or alter such data/information for the Applicant.In this regard,such amendment or alteration of data/information will be valid only when the Bank has notified the results of such alteration to the Applicant in writing,and the Bank shall assume no liability for any damages or losses incurred before such data alteration is valid whereby the Applicant agrees to be liable for the entire damages or losses himself/herself.
21. Any documents or notes or electronic media that the Bank sends to the Applicant whether by registered mail or unregistered mail or by courier hand delivery,if they are delivered according to the home address and/or office address and/or electronic mail address as notified to the bank whether there is recipient or not or it is unable to deliver due to change of address and/or office address is taken away or the electronic mail address,or home address and/or office address is taken away or the electronic mail address is repealed or cancelled without the Applicant's written notification to the Bank or unable to deliver as the site of address and/or office and/or electronic mail address as informed to the Bank cannot be found,it shall be deemed that the Applicant duly acknowledged the texts as appeared in such document or written notes or electronic media and it shall be deemed that such documents or written notes or electronic media are duly delivered.

22. The Bank will send an electronic mail(e-mail) and/or SMS message for automatic notification to the mobile phone number that the Applicant informed to the Bank everytime that there is login to KTB netbank service and/or when there is bank account activity in the amount of not less than that specified by the bank or other services that the Applicant has already applied for service use as the case may be; therefore,if the Applicant wishes to change his or her mobile phone number or electronic mail address, the Applicant is required to notify the Bank in writing together with copies of evidential documents relating to the proposed change immediately through the Bank's branch. The Applicant is also able to make such change by himself or herself through KTB netbank service while using the existing mobile phone number in making such change and the Bank will not be responsible for any damages or loss incurred before it receives the Applicant's notification letter together with copies of evidential documents of such change.In this regard,the Applicant accepts that the sending of electronic mail and SMS message may be delayed or may bear discrepancy.
23. For any proceedings/actions taken to conduct the transaction before applying for cancellation of such transaction conducted earlier to the Bank, the Applicant agrees to deem it that such proceedings are still valid and binds the Applicant until the Applicant conducts a transaction to cancel the transaction(s) earlier conducted in an accurate and complete manner.
24. The Application agrees and accepts that the Bank shall not be liable for the Bank's inability to comply with this Agreement and/or the Applicant's or the transferee's or the payee's not being paid from the funds transfer/direct debit of the Applicant's account and/or the Applicant's inability to conduct the transaction of bank account direct debit and/or credit limit drawdown to pay utility bill/cost of goods and/or service purchased /taxes/costs of unit trust purchased from various mutual funds or from unsuccessful conducts of other transactions in connection with the following cases which will be mentioned below.In this regards,the Bank has the right not to provide service at that particular time as the Bank deems it appropriate and the Applicant agrees not to take such case as a demand for the Bank to be responsible for any damages/losses incurred whatsoever.

24.1 There is no fund available in the Applicant's account or there is fund in the Account but it is insufficient for the Bank to proceed with service providing.

24.2 The Applicant has no credit limit or his/her credit limit use is cancelled by the Bank.

24.3 Fund transfer/direct debit will result in total balance in the bank account exceeding the credit limit agreed by the Applicant with the Bank.

24.4 The case is in legal proceeding.

24.5 The Bank has already informed the Applicant about the difficulties of fund transfer/direct debit of account before or while conducting transaction of fund transfer or direct debit.

24.6 The Applicant fails to comply with the terms of use or terms and conditions or agreement made with the Bank.

24.7 In case of force majeure or act of God such as case of defect or deficiency ,damage,difficulties or delay of computer system and/or power system and/or internet system and/or communication system and/or mobile phone network system and/or various electronic accessories and/or any other systems relating to this service providing including power/energy problem,acts of external individuals including hackers,fire,natural disaster,protest/demonstration,disrupted transportation, riot/rebel,war,computer virus or harmful data or various events beyond the Bank's control,all of which are obstacles to the Applicant's login to use the service or to the Bank's service providing under this Agreement.

24.8 The Bank has not received evidential document in supplement to the application for service use from the Applicant.

24.9 Any events/incidents as prescribed by the Bank or by law occur.

24.10 The Bank encounters necessity or difficulty in any respects.

25. The Applicant hereby certifies that any of various documents,data,details,which appear and/or which are delivered to the Bank whether they are sent in any forms,are accurate and true.And in case of error in service providing including direct debit from bank account and/or credit limit drawdown and/or inward fund transfer to bank account in connection with error or deficiency of such document and/or data and/or details or any error/deficiency are incurred from the bank's proceeding in accordance with such documents and /or data and/or details by any cause whatsoever ,the Applicant agrees that the Bank shall not assume any liability whereby this Applicant agrees to proceed with exercising the claim directly to the beneficiary .In this regard,the Applicant will not demand the Bank to debit or withdraw fund from bank account of the person specified by the Applicant or any person to refund to this Applicant, and will waive the right to sue the Bank to indemnify any funds or damages incurred by such aforementioned error.

26. The Applicant agrees not to take any action that will result in the Bank's having to participate in a dispute between the Applicant and any other person in connection with or relating to KTBnetbank service

providing under this agreement; and if the Applicant has any defense and/or claim, the Applicant will proceed with action to take with other person by himself/herself.

27. If the Bank wishes to cancel or repeal the KTB netbank service under this Agreement The Bank will notify the Applicant accordingly in writing at least 30 days in advance, and upon completion of such period, it shall be deemed that this Agreement immediately comes to an end. Nevertheless, the termination of such service providing will not adversely affect any outstanding debts that the Applicant still has with the Bank as well as not being the prejudice of right and/or duty that the Bank and the Applicant have with one another in connection with any acts taken before the service providing under this Agreement terminates or comes to an end. The Applicant also agrees to accept that the Bank has the right to extinguish and/or repeal the service providing immediately in case where the Applicant fails to comply with this Agreement, or there is an event that causes the Bank to believe with reasonable ground that the Applicant has used the KTB netbank service with tendency to have bad faith and/or to incur damage/loss to other person, or the Applicant made or used forge documents in supplement to submission of application for the KTB netbank service use or in the case where there are changing situations due to promulgation of new law(s) or there are changes of laws or changes of enforcement of any law(s) or changes of interpretation/construction of any law, order, procedure or requirement/provision to be different from the existing ones or due to the fact that the official authorities or the bank of Thailand has issued any new order, procedure or requirement, which result in the Bank's having to immediately extinguish and/or cancel the KTB netbank service providing whereby the Applicant agrees not to demand the Bank to be responsible for any damages or losses incurred whatsoever .
28. The Bank reserves the right to amend or change/alter the data that the Applicant received from the KTB netbank including data/information relating to fee, service charge, foreign exchange rates, interest rates or any other data which are preliminary data/information at all times whereby such data have no binding effect upon the Bank. In this regard, the Bank will make announcement of such changes of data to inform the Applicant accordingly at the Bank's office/branch and/or through brochure, leaflet, advertising hand bill and/or various electronic media and/or other channels of communication as prescribed by the Bank.
29. This Agreement shall be enforced and construed under the laws of Thailand and the Thai court shall have its jurisdiction in the trial or consideration of the dispute arising under this Agreement.
30. The Applicant agrees to allow the Bank to make inquiry, check/verify, receive and/or disclose the data or information and details in part or in whole of the Applicant from or to any credit bureau, financial institution, individual person or juristic person/entity in case of necessity or in case where the Bank deems

it appropriate from the date of making this Agreement; and for the benefit of prevention of fraud by racketeering group, the Applicant's civil registration data and/or full face photograph from any government agency concerned as well as agreeing to allow the Bank to disclose the Applicant's data or information and/or conduct transactions relating to the Applicant's financial transactions to the government officials or government agencies in all respects in case where there are laws, notifications or official rules and regulations stipulating that the Bank shall disclose the data/information or financial transactions of the Applicant or the Applicant's customers, any one or several ones, to the government officials or government agencies upon the Bank's being requested to do so. Apart from this, the Applicant agrees to allow the Bank or the person designated by the Bank to present news and/or data or information on products and/or services of the Bank and/or the Bank's subsidiaries to the Applicant for information and/or for conducting transactions through various channels including news sending or messaging through SMS. In this regard, all these consents by the Applicant shall exist at all times even when the Applicant cancels the use of KTB netbank with the Bank or the Bank cancels its service providing.

31. The Applicant agrees not to disclose or allow the bank employees, agents or representatives to disclose any data/information, which, by condition or as prescribed by the Bank, are confidential including but not limited only to data relating to the texts in this Agreement to any person without the Bank's written consent at any time except for data disclosure as prescribed by law or government agencies with legal authority/power or the court. In this regard, the Applicant shall inform the Bank reasonably in advance in writing before such disclosure. If any damages or losses are incurred in connection with the Applicant's disclosure of confidential/secret data to external persons without the Bank's written consent. The Applicant shall be solely responsible for the damages/losses incurred.
32. The Applicant hereby agrees to be bound and comply with the Bank's Manual of Operating Procedures and Practices and any other documents concerning KTB netbank service use which the Bank has delivered or notified or informed to the Applicant, both available currently and those that the Bank will additionally notify later on. Apart from this, any manuals or documents relating to KTB netbank service use that the Bank will deliver or notify or inform additionally later on shall be deemed as an integral part of this Agreement as well. The Applicant also agrees to comply with the Bank's operating procedures and practices and/or related legal requirements as well as preparing any other documents to the Bank as prescribed by the Bank and/or official authorities.

33. It shall be deemed that this Agreement including any requirements and terms of use and/or financial transactions that the Bank has provided through the KTB netbank service, both already provided currently and/or which will be provided in the days to come in all respects shall be an integral part of KTB netbank service use application/change and/or KTB netbank service use application through the Bank's ATM/ADM and/or KTB netbank service use application through the Bank's Website or Application. In case where any texts in the KTB netbank service use application/change and/or KTB netbank service use application through ATM/ADM and or KTB netbank service use application through the Bank's Website or Application and the aforementioned Agreement and/or requirements and terms of use are inconsistent or contradictory with one another, the Applicant shall comply with the Bank's inference or judgment and it shall be deemed that such Bank's inference or judgment is final whereby the Applicant agrees not to make any objection and/or claim any damages or expenses whatsoever from the Bank.