

## “Paotung Krungthai” Service Terms and Conditions

### 1. Definitions

- 1.1 “Paotung Service” means the service provided to Merchants by Krung Thai Bank PLC (hereinafter referred to as “the Bank”) in order to facilitate the merchant in receiving payment for product/service into the Merchant’s bank account.
- 1.2 “Merchant” means individual and/or juristic person and/or government agency that has KTB bank account and has been approved under this Terms and Conditions and the Merchant agrees to bind itself and adhere to the following terms and conditions.

### 2. Service Application

- 2.1 The Merchant agrees and acknowledges that in order to apply for Paotung Service, the Merchant must have a KTB bank account which has been registered for PromptPay Service. The Merchant’s use of PromptPay service shall comply with the Bank’s PromptPay Service Terms and Conditions.
- 2.2 The Merchant must apply for Paotung Service through channels specified by the Bank, e.g. at the branch or through any other channels the Bank may provide in the future. The use of Paotung Service must adhere to this Terms and Conditions and/or any terms set by the Bank and/or any relevant agency.
- 2.3 Once the Merchant has been approved to use Paotung Service, the Merchant will receive a one-time password (OTP) and/or any password provided by the Bank which allows the Merchant to log in to Paotung Service via Paotung application or any other platform the Bank may provide in the future. The Merchant must keep the password strictly confidential.
- 2.4 When logging in to Paotung Service, the Merchant will receive a QR Code and/or any password from the Bank. Unless specifically called otherwise, they are collectively referred to as “Payment Tool” which allow the Merchant to receive payment via Paotung Service.
- 2.5 Any action performed via Paotung Service using Payment Tool, whether such action is performed by the Merchant or any third party under any circumstance, is considered complete and valid. Such action shall bind the Merchant in the same way as when the action is performed by the Merchant

itself and the Merchant will be entirely responsible for such action without having to submit or signing any document as evidence unless clearly stated or specified by the Bank. The Merchant agrees that the Bank will not be responsible for any damage caused by such action and that the Merchant is fully responsible for the damage caused by such action.

### **3. Merchant Conditions**

- 3.1 The Merchant must clearly display the sign or symbol of being Paotung Service Merchant to receive payment into the Merchant's bank account in positions and format specified by the Bank, so that the transferer can easily spot the sign or symbol, throughout the term of this Terms and Conditions or until the Bank cancels the sign or symbol. After the termination of this Terms and Conditions, the Merchant must stop using and displaying the sign or symbol of being the Bank's Merchant immediately.
- 3.2 The Merchant agrees to strictly observe this Terms and Conditions, manual and/or relating documents which the Bank has issued and/or may issue in the future.
- 3.3 The Merchant shall not sell products and/or offer services which are inappropriate and/or illegal or incompliant with government regulations or requirements, unless the Merchant has notified the Bank of it and the Bank has given a written consent.
- 3.4 The Merchant shall receive purchase order and/or deliver product and/or service pursuant to the payer's order at its own expense. The Bank shall not be involved or bound to the order under any circumstances. If the order of product and/or service is refunded or cancelled after the payer has transferred the money to the Bank's account using the Payment Tool, the Merchant shall refund the money paid for the product and/or service to its customer. The Bank has no duty to refund the payer and/or deduct the money from the Merchant's account to refund the payer. The Bank shall not be responsible for any damage caused by the actions aforementioned.

### **4. Instruction for Receiving Payment for Product/Service via Paotung Service**

- 4.1 The Merchant shall inform its payer of the details and price of the product and/or service.

- 4.2 The Merchant agrees to display the QR Code or Payment Tool, as well as entering information as required by the Bank so that the payer can pay the Merchant by scanning the QR Code or performing any action as instructed by the Bank. The Bank has no duty to verify the validity of such information.
- 4.3 The Merchant acknowledges and accepts that once the Merchant uses the Bank's service pursuant to this Terms and Conditions, the Merchant has fulfilled its objectives. Therefore, if any damage or error occurs to the Merchant regardless of the cause, the Merchant agrees not to file a claim for compensation from the Bank unless such damage or error is caused by corruption, action with intention or gross negligence of the Bank.
- 4.4 The Merchant acknowledges and agrees that if the Merchant wishes to use any other service provided by the Bank in conjunction with Paotung Service, the Merchant shall follow the terms and conditions of such service as set by the Bank.
- 4.5 The Merchant certifies that information given in the application and/or any document relating to the application, amendment and/or cancellation of Paotung Service is true, complete and accurate; updated for this Service and it is the Merchant's own information. The Merchant has the legal right to request service and perform any transaction relating to this application. The Merchant agrees to be bound by this Terms and Conditions. In the case where any fault or error occurred in relation to the application, amendment and/or cancellation procedure using the information given to the Bank by the Merchant, the Bank shall not be responsible for the damage to the Merchant or any third party.
- 4.6 The Merchant acknowledges and consents to the Bank's disclosure of information and/or partial or all details the Merchant has given during the application, amendment and/or cancellation of Paotung Service as prescribed by law; as required by a lawfully authorized government agency; as the Bank deems necessary and suitable; or the Bank deems beneficial for the Merchant. The consent shall be valid in perpetuum even after the cancellation of Paotung Service. The Merchants acknowledges and agrees that the Bank shall not be responsible for the damage occurred from the disclosure of information and/or details under the aforementioned conditions.
- 4.7 The Merchant may edit, amend information and/or details and cancel Paotung Service by making a request via channels specified by the Bank and following the procedure and conditions set by the

Bank. The editing and amendment of information and/or details shall be effective once the Merchant has completely followed the procedure and conditions set by the Bank and the Bank has amended the information in the Bank's system.

4.8 The Merchant acknowledges and agrees that the Merchant has the duty to make a request to change or cancel the use of Paotung Service when the Merchant no longer uses the Service or there is any change to information relating to Paotung Service. In doing so, the Merchant shall follow the procedure set by the Bank and the Bank has no duty to verify such information. If the Merchant fails to make a request to cancel Paotung Service that following the procedure set by the Bank and the failure causes damage, the Merchant shall be solely responsible for the damage.

## 5. Fee and Expense

5.1 The Merchant consents and agrees that the Merchant must pay the fee and/or service charge and/or any expense relating to the use of Paotung Service as specified by the Bank. In case there is any change to the fee and/or service charge and/or expense, the Bank shall notify the Merchant at least 30 days in advance by making announcement at the Bank's branches/website ([www.ktb.co.th](http://www.ktb.co.th)) and/or by any other means specified by the Bank or the Bank deems appropriate. Moreover, the Merchant allows the Bank to deduct the fee and/or service charge and/or any expense from the Merchant's account with the Bank.

5.2 In case where the Merchant notices that the Bank has incorrectly collected the fee and/or service charge and/or expense, the Merchant shall notify the Bank in writing within 7 days from the date of collection. If the Merchant fails to do so, the Merchant agrees that the Bank has correctly completed the transaction and the Merchant will not dispute the transaction or claim compensation from the Bank in the future.

## 6. Others

6.1 The Bank has the right to temporarily suspend or permanently terminate the Service provided to the Merchant or part thereof, or terminate any of the services provided under this Terms and Conditions at any time. The Bank shall notify the Merchant at least 30 days in advance or as soon as possible if

there is any urgent circumstance that prevents the Bank from giving the 30-day notice. However, the Bank may immediately suspend or terminate the Paotung Service provided to the Merchant in one of the following circumstances:

- a. The Bank suspects or believes, on reasonable ground, that the applicant is not the owner or the authorized person of the information used as reference for PromptPay Service or the account used for PromptPay Service for any business that is illegal or against the public order or good morals; that the applicant performs suspicious or abnormal transactions e.g. multiple transactions within a short period of time; that the transaction is fraudulent, corrupt or illegal; or that PromptPay system is compromised or there is a tendency that the action is illegal.
- b. The bank account bound to PromptPay Service is suspended or frozen by a lawfully authorized agency and/or the account is closed, whether by the Merchant or the Bank, or when the account is closed for any reason.
- c. The suspension or termination is required by regulations, rules, court order and/or law.
- d. The Bank has been informed by registration system that the Thai national ID card number and/or mobile number and/or taxpayer identification number and/or juristic person identification number which is used as the reference for PromptPay Service is revoked.

6.2 The Merchant agrees to be bound to and follows the regulation, practice as well as terms and conditions relating to this Service as is and as may be issued or amended by the Bank in the future. The Bank shall inform the Merchant of the issuance or amendment at least 30 days in advance by announcing at branches or on the Bank's website ([www.ktb.co.th](http://www.ktb.co.th)) and/or by any other means specified by the Bank or deems appropriate by the Bank. Such regulation, practice, terms and conditions constitute part of this Terms and Conditions. The terms and conditions of each type of transactions under Paotung Service must be compliant with the Bank's terms and conditions of the corresponding transactions. The Merchant agrees to such terms and conditions and will neither dispute nor consider that such action causes the Merchant to lose benefits or to suffer damage and forego its right to claim compensation for loss of benefit or damage from the Bank.

6.3 The Bank shall not be liable for breach of this Terms and Conditions, including the cases of which the cause is force majeure, e.g. communication system disruption, power outage, energy problem,

third party action, fire, natural disaster, demonstration, transportation disruption, riot, warfare, computer virus or harmful data, or any situation beyond the Bank's control.

6.4 The Bank agrees that any document and/or letter and/or evidence provided by the Bank in relation to the use of Paotung Service is accurate without requiring the verification or signature from the Merchant.

6.5 This Paotung Service Terms and Conditions is enforced and interpreted under Thai law and any dispute arisen from this Terms and Conditions shall be taken to Thai court.