

## Agreement for Merchant to Use KGP Payment Gateway

Whereas, the applicant (hereinafter referred to as the “**Merchant**”) whose name and signature appear in the Application for Merchant to Use KGP Payment Gateway and the amendment agreement and/or any related agreement (if any) (hereinafter referred to as the “**Application**”) wishes to use the service for accepting payments for goods/services of the Merchant via the website/mobile application as specified in the Application and/or other channels that KASIKORN Global Payment Company Limited ( hereinafter referred to as “**KGP**”) will introduce in the future from payers of goods/services ( hereinafter referred to as the “**Payer**”) with the use of payment tools in lieu of cash via payment gateway of KGP. The Merchant agrees to comply with the Agreement for Merchant to use KGP Payment Gateway which comprises General Terms and Conditions and Specific Terms and Conditions ( unless individually stated, hereinafter collectively referred to as the “**Agreement**”) with details as follows.

<u><b>General Terms and Conditions</b></u>
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### 1. Criteria and conditions

1.1. The Merchant agrees to authorize KGP to accept payment for goods/services from the Payer on behalf of the Merchant with the use of the following payment tools ( unless individually stated, hereinafter collectively referred to as the “**Payment Tool**”) in lieu of cash via the website/mobile application as specified in the Application and/or other channels that KGP will introduce in the future.

1.1.1. Credit/debit /electronic cards / prepaid cards / cash card (including installment payments made under such cards) (unless individually stated, hereinafter collectively referred to as the “**Card**”) issued or jointly issued by commercial banks, other companies and/ or institutions ( unless individually stated, hereinafter collectively referred to as the “**Card Issuer**”) , whether or not as a member of VISA International Service Association (hereinafter referred to as “**VISA**”) and/or MasterCard International Incorporated (hereinafter referred to as “**MasterCard**”) and/or China UnionPay Company Limited ( hereinafter referred to as “**UnionPay**”) and/or JCB International Company Limited ( hereinafter referred to as “**JCB**”) and/or Thai Payment Network Co. , Ltd. (hereinafter referred to as “**TPN**”) and/or American Express Company (hereinafter referred to as “**AMEX**”) and/or other credit card companies and/or institutions under an agreement to be entered into by Card Issuer as a member in the future ( unless individually stated, hereinafter collectively referred to as the “**Card Scheme Provider**”).

1.1.2. Funds transfer wherein the Payer issues an instruction for funds transfer and/ or payment for goods/services by debiting the Payer’s deposit account held with commercial banks or other institutions providing funds transfer services ( unless individually stated, hereinafter collectively referred to as the “**Funds Transfer Service Provider**”).

1.1.3. Other payment tools (including payment via online direct debit, payment via QR Code – both in the form of Thai QR Code (PromptPay) and standard QR Code for payment, and payment via an electronic wallet (e-Wallet)), provided or jointly provided by commercial banks and/or other companies or other institutions which are providers of such a payment tool (unless individually stated, hereinafter collectively referred to as the “**Payment Tool Provider**”), provided by KGP or to be provided by KGP in the future.

1.2. The Merchant agrees to develop and maintain connection of the Merchant’s website/mobile application with the online payment acceptance system of KGP via an application program interface (API) in the formats and methods determined by KGP, including (but not limited to) the installation of peripheral equipment and/or the generator/reader of QR code or barcode or any code, which are compatible with KGP’s payment acceptance system (hereinafter referred to as the “**Payment Code**”) including application software and/or any other devices which KGP may provide in the future (if any), as the case may be, in order to directly receive – send various instructions related to the purchase of goods/services between the Merchant and KGP via website/mobile application of the Merchant. The Merchant agrees to be responsible for any expenses incurred from such development and maintenance, including management of its internal system.

1.3. The use of username or password or PIN or token or secret key or public key or biometric technology or any other tools by the Merchant or individual designated by the Merchant as the main contact person and/or any person authorized by the Merchant as specified in the Application which may be changed by the Merchant in accordance with the procedures prescribed under this Agreement by notifying KGP in advance, (hereinafter referred to as the “**User**”) in order to log in and/or receive – send an instruction/request/report/various operating results via websites or channels that KGP gives notice to the Merchant and/or via an application program interface (API) between the Merchant’s system and KGP’s system and/or other channels/services as specified by KGP in order to use the service per this Agreement and/or use other services, including (but not limited to) the transfer of funds into or out of the deposit account (unless individually stated, hereinafter collectively referred to as the “**Funds Transfer Tool**”), the Merchant agrees to comply with the following terms and conditions.

1.3.1. If KGP requires the Merchant to use the Funds Transfer Tool, the Merchant must enter the Funds Transfer Tool every time it desires to use the service via devices/channels as stipulated in the Agreement of which the connection requires the Funds Transfer Tool, under the terms and procedures stipulated by KGP. KGP will send a password to an email address of each User as specified in the Application. Once each User receives the password, the User must change the password when first logging in the system to use services and each User will be able to use services per the right of the User set at each level.

1.3.2. The Merchant shall keep the Funds Transfer Tool in a secure place which must be treated as confidential. Disclosing the Funds Transfer Tool to another person shall be regarded as a breach of the Agreement. In case of any damage (including funds transfer) caused by the Merchant disclosing the Funds Transfer Tool or taking any action which makes another person know of or receive the Funds Transfer Tool, or causes the loss or steal of the Funds Transfer Tool, the Merchant shall be responsible for the damage that may

arise therefrom, prior the time KGP freezes or suspends the use of the Funds Transfer Tool. The Merchant may change the Funds Transfer Tool at any time by itself under the conditions established by KGP.

1.3.3. In case the Funds Transfer Tool is lost/stolen/suspend or it expires and needs to be reset, or the Merchant forgets the Funds Transfer Tool, the Merchant may contact KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com), KGP Contact Center at 02-008-8820, available 24 hours or other channels determined by KGP and follow the procedures determined by KGP.

1.3.4. The Merchant agrees and accepts that any action including ( but not limited to) the registration and use of services, agreement of/ revision of/ change in/ addition to the conditions/ service/ fees/ the Agreement/examination/proof of identity/approval of transactions, whether performed by the Merchant or by any other person, using the Funds Transfer Tool shall be deemed complete and valid, and shall be binding upon the Merchant as if it were conducted by the Merchant itself; and it shall be deemed executed by the Merchant by way of electronic signature as an evidence for the transaction performed via the service which is complete and valid from the time the transaction is confirmed. The Merchant cannot revoke or change any of those actions and the Merchant agrees that KGP may use the transaction log as an original proof of transaction to be presented in any legal procedures, in all respects. The Merchant agrees to assume total responsibility and risk related to the use of the service via electronic channels which does not require any additional documents or evidence for confirmation and/or to be delivered to KGP, except for the transactions that require documentation or evidence in accordance with KGP's related procedures and policies, wherein the Merchant must prepare documents or evidence (if any) as required by KGP. The Merchant shall check the balance every time a transaction has been conducted, and the Merchant agrees to be fully responsible for such transaction.

Unless otherwise stated, the Merchant, represented by the Merchant's authorized signatory, may contact KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or KGP Contact Center at 02-008-8820, available 24 hours, or other channels determined by KGP to prepare documents and follow procedures determined by KGP for the following transactions.

- Change in the deposit account linked to services
- Unhold services
- Change in details of the Merchant, Users, and/or services
- Termination of services

1.4. Prior to each sale of goods/services in any amount, the Merchant must receive an approved limit from KGP. The Merchant must seek an approved limit per the amount of the purchase order via an application program interface (API) by using a Funds Transfer Tool or other agreed methods. If KGP has approved the limit for any purchase order of goods/ services, KGP shall send an approval result to the Merchant for acknowledgement so that the Merchant can deliver goods and/or offer services to the Payer later on.

1.5. The Merchant agrees not to allow other persons to use the service herein unless prior written consent is given by KGP.

1.6. The Merchant agrees to accept payment for goods/ services in amounts not exceeding the cash sales price quoted for customers in general. Any special services, including discounts or giveaways, provided by the Merchant to its customers in general, shall be provided to the Payer as well.

1.7. The Merchant shall clearly and visibly display Thai QR Standard trademark per the standard stipulated by the Bank of Thailand and/or signs of the Payment Tool including the accompanying text per the format provided by KGP on the website/mobile application to inform the public that the Payment Tool is accepted, throughout the period that the Agreement is in effect, or until KGP gives notice that the signs are no longer valid.

1.8. The Merchant acknowledges that Thai QR Standard trademark is the intellectual property of the Bank of Thailand, and Trademarks of the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider are the intellectual property of the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider. The Merchant agrees to use Trademarks of the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider only for the purpose specified in the Agreement, provided that prior written consent must be given by the Card Issuer and/or relevant Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider, via KGP, at any time the Trademarks are used. In addition, the Merchant shall prevent and refrain from any action that may cause infringement of the Trademarks and intellectual property rights of the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider.

“**Trademark**” refers to trademarks, service marks and joint marks owned by the Bank of Thailand and/or the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider, whether registered or not, including trademarks and service marks which the Bank of Thailand and/or the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider are authorized to use, including trade names, symbols, images, messages or any other media which the Bank of Thailand and/or the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider use, or deliberately use with KGP’s services intended to identify and distinguish the services under the Trademark from those of others. This includes trademarks currently being used, or to be used in the future, by the Bank of Thailand and/or the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider.

1.9. The Merchant must not require a minimum transaction amount and a fee to accept a payment made with the Payment Tool by the Payer.

1.10. The Merchant shall accept all categories of the Payment Tool through requested channels. The Merchant shall not refuse to accept any Payment Tool regardless of different rates of fee charged on such Payment Tool, unless otherwise notified by KGP.

1.11. The Merchant agrees to provide the Payer clear notice and clarification of the information including (but not limited to) information used in contacting the customer service department: telephone number, email address, a country where the Merchant's store is located, details related to products/services that are offered for sales, currencies, terms and conditions of the purchase order and payment, delivery, return, cancellation and warranty policies on website/mobile application so that the Payer clearly acknowledges and agrees to be bound by the terms and conditions of service of KGP. Any revision of/change in/cancellation of terms and/or details of goods/services, payment, and public relations and/or sales promotions performed by the Merchant shall be in accordance with the terms specified in the Agreement. However, for any payment made by the Payer before the revision/change/cancellation is valid and complete, the Merchant is obliged to deliver goods and/or render services to the Payer in accordance with the previous terms and details. The Payer may view payment transaction information and will receive the evidence of such successful transaction via channels specified by the Payment Tool Provider.

1.12. The Merchant agrees that KGP, the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider may examine the amount/credit line of the Payer and grant approval for payment acceptance as it deems appropriate. Upon being notified of the approval result, KGP shall so inform the Merchant.

1.13. After the purchase of goods/ services is approved, the Merchant shall quickly deliver the goods/services/benefits to the Payer per the order of such goods/services under the conditions of the sales promotions offered and/or distributed. If the Merchant fails to deliver goods and/or services and/or benefits to the Payer per the conditions of the sales promotions offered and/or distributed, or if the Payer has a complaint about the goods/services provided by the Merchant, the Merchant shall conduct examination and be directly liable to the Payer; the Merchant accepts that no action will be taken which will cause KGP to be involved with the dispute between the Merchant and the Payer. If the Merchant has any defense and/or rights to claim, the Merchant shall contact the Payer directly and separately. If KGP is adversely affected by the Payer's complaint and/or any other issue caused by a breach of the Agreement, the Merchant agrees to be fully responsible for the loss incurred to KGP.

1.14. Upon receiving payment for goods/services from the Payer, the Merchant shall not make payment in any form, such as cash, funds transfer, etc. to the Payer, except for void payment transactions wherein the Payer has made payment or agreed to make payment, and the payment transaction has not been transferred to the deposit account specified in the Application (hereinafter referred to as "Void"), or acceptance of returned goods/termination of service for which the Payer has made payment or agreed to make payment, and the payment transaction has been transferred to the deposit account specified in the Application (hereinafter referred to as "Refund") per the conditions established in the Agreement, and the Merchant shall not accept the Payment Tool for payment of other debts which are not incurred from purchase of goods/services from the Merchant.

1.15. Whenever the Merchant delivers goods to the Payer, the Merchant shall provide the recipient a receipt or any other evidence such that the recipient may sign to confirm the receipt.

1.16. The Merchant shall accept payment of goods/services in accordance with the type of business specified in the Application only; the Merchant is not allowed to accept payment for goods/services other than those earlier agreed upon with KGP.

1.17. If the Merchant wishes to change type of business and/or goods/services offered and/or sales and/or service method and/or payment method and/or the Merchant's authorized representative and/or data and/or details related to the use of service under this Agreement, the Merchant shall so inform KGP in writing not less than 30 days in advance of such intended change, or through the method or within the period designated by KGP, and approval must be given by KGP before accepting payment of goods/services from the Payer. Under section 4 of General Terms and Conditions, If the Merchant wants to add types of services, the Merchant may contact KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or KGP Contact Center at 02-008-8820, available 24 hours, or other channels determined by KGP in order to proceed with the procedures designated by KGP (in certain cases, the Merchant is not required to enter into a written agreement with KGP, which is in accordance with KGP's criteria). KGP will send an Agreement and manual (if any) to the Merchant via the e-mail address specified by the Merchant and/or other channels determined by KGP. The Merchant agrees that if the Merchant has used the requested services in accordance with KGP's criteria, it shall be deemed that the Merchant agrees that the Agreement and manual (if any) provided by KGP including any amendment or change in the future shall be fully applied to the requested services in all respects.

1.18. If the Merchant wants to accept payment for goods/services in the amount exceeding the limit set by KGP (hereinafter referred to as the "**Sales Limit**"), the Merchant shall seek approval from KGP for the increase in the Sales Limit in accordance with the procedures determined by KGP. KGP may increase/decrease the Sales Limit as it deems appropriate with a notice given to the Merchant.

1.19. The Merchant is responsible for issuing receipt, tax invoice, and/or any other evidence of payment showing details of payment acceptance to the Payer as required by law.

1.20. The Merchant may request transaction evidence and/or evidence of funds transfer through KGP's designated channels from KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or KGP Contact Center at 02-008-8820, available 24 hours or other channels determined by KGP.

1.21. The Merchant shall not disclose any information related to the Payer, payment and data system of KGP, the Card Issuer, the Card Scheme Provider, the Funds Transfer Service Provider and the Payment Tool Provider to another person, and shall not use it with other businesses unless prior written consent is given by KGP or the information owner. If the information owner or any other person is adversely affected by such data disclosure, undertaken by the Merchant, either intentionally or unintentionally, the Merchant shall be fully liable for the losses that may arise therefrom.

1.22. The Merchant agrees to keep data of payment, transactions and related evidence including (but not limited to) purchase order forms, goods/service names, prices, warranty, goods/services receipt, goods delivery evidence, receipt, address and details of recipients of goods/services, either in physical or electronic format, in a safe place which must not be accessible or disclosed to any other person without the permission of KGP or the information owner, for at least 10 years from the payment date or the date of receipt of goods/services (whichever is the latest), including not to sell, buy, procure, change, or undertake any action to disclose data of KGP or the information owner. When the data is no longer in use, the Merchant shall delete or destroy it so that it cannot be read or reused, and if there is any violation, the Merchant shall inform KGP immediately. If KGP requires the Merchant to submit the above-mentioned information of payment, transaction and evidence related to delivery of goods/ services to KGP within a period of not more than one day. In the case where the Merchant fails to provide such documents for whatever reason, the Merchant shall be liable for the losses (if any) that arise therefrom.

1.23. If one of the following incidents occurs, the Merchant shall contact KGP immediately by contacting KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or KGP Contact Center at 02-008-8820, available 24 hours, or any other channels designated by KGP and must inform KGP of all related information per KGP's requests, agrees to support and cooperate with KGP in resolving or stopping the incident, and shall deal with the Payer in accordance with the procedures to be later provided to the Merchant by KGP, prior to the sale of goods/services to the Payer.

1.23.1. There is reason to suspect the Payer has committed fraud.

1.23.2. The Payer uses the Payment Tool which has been frozen, reported as lost, revoked or suspended by the Payer and/or the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider and/or competent authorities.

1.23.3. There are other incidents which KGP will inform the Merchant of, on a case-by-case basis.

1.24. The Merchant is required to send a request for the transfer of amounts accepted via Payment Tool through the channels determined by KGP within the cut-off time shown in the **"Settlement"** table. If the Merchant fails to send the request for the transfer of aforementioned amounts within the set cut-off time, KGP is entitled to not transfer such amounts to the Merchant's deposit account. If the payment is accepted via cards, KGP shall collect the payment on behalf of the Merchant or if KGP agrees to proceed on behalf the Merchant, but finds out later that such transaction cannot be collected from the Payer and/or the Card Issuer, the Merchant agrees to reimburse such payment at the same amount that KGP cannot collect, including interest at the rate equal to 15% (fifteen percent) per annum, from the date KGP pays to the Merchant or transfers to the Merchant's account until payment is fully settled with KGP.

1.25. The Merchant gives consent to KGP to send an account debit instruction to the commercial bank where the Merchant has opened a deposit account specified in the Application (hereinafter referred to as the **"Account**

Bank”) so that KGP can conduct transactions and/or proceed through procedures of this Agreement without the need to provide any notice. KGP will send an evidence of the account debit to Merchant for acknowledgement.

1.26. The Merchant acknowledges and agrees that if KGP has found, or there is a suspicion of, an irregular or incorrect payment acceptance transaction, KGP is entitled to examine and/or request additional evidence related to such irregularity or incorrectness, including (but not limited to) documents related to the transaction, information of person making the transaction, information of the funds transfer recipient, documents related to the deposit account used for receiving funds, and any other documents, verifying and confirming the identity of the Merchant or sub-merchants (if any) associated with such irregular or incorrect payment acceptance before KGP transfer funds into the deposit account specified in the Application and/or before the Merchant delivers goods/services, and if it occurs while KGP is transferring money to the deposit account specified in the Application, KGP may hold and/or suspend such transfer, or if KGP has already transferred money to the deposit account specified in the Application, the Merchant agrees to allow KGP to send an instruction to the Account Bank to temporarily hold the same amount as transferred to the deposit account specified in the Application until KGP's examination of the irregular or incorrect transaction has been completed. If the result shows that the Merchant has conducted an irregular or incorrect payment acceptance transaction, the Merchant agrees to allow KGP to send an instruction to the Account Bank to immediately debit the account for reimbursement.

1.27. The Merchant agrees that KGP and the Merchant shall be subject to laws, rules, regulations, directives, handbooks, request for cooperation and any criteria of KGP, the Card Scheme Provider, the Funds Transfer Service Provider, the Payment Tool Provider, and supervisory or regulatory agencies of KGP, the Card Scheme Provider, the Fund Transfer Service Provider and the Payment Tool Provider, courts of laws and any other competent authorities (as the case may be), currently existing and to exist in the future (unless individually stated, hereinafter collectively referred to as the “**Relevant Laws and Regulations**”). In case of change in the Relevant Laws and Regulations, the Merchant agrees to comply with the Relevant Laws and Regulations so changed immediately after being notified by KGP. If the Merchant fails to comply therewith and non-compliance has resulted a penalty fee, damages and/or other expenses collected from KGP, the Merchant agrees to be immediately responsible for such penalty fee, damages and/or expenses to KGP.

1.28. The Merchant shall not perform any action to circumvent the Relevant Laws and Regulations including (but not limited to) payment acceptance without actual order of goods and/or services, money laundering, fraud or division of payment amount for purchases of goods/services so that it does not exceed the limit set by law.

1.29. The Merchant agrees not to operate businesses and sell goods/services which are illegal or contrary to good morals or regulations of government agencies, KGP, the Card Scheme Provider, the Funds Transfer Service Provider, the Payment Tool Provider, or which adversely affect KGP's image (“**Prohibited Merchant**”). The Merchant further agrees to establish screening criteria to ensure that any of its sub-merchants (if any) are not engaged in any Prohibited Merchant activities, as specified by KGP, including (but not limited to):



- Goods with legal encumbrances, such as pledged, mortgaged, or hire-purchased goods;
- Goods related to obscene or pornographic materials
- Business generating income through fundraising (Time Sharing Business)
- Weapons, weapon components, or arms and armaments
- Sale of prescription drugs or devices of all types
- Transferring and receiving money domestically and internationally
- Matchmaking business
- Casino / gambling
- Cigarettes, tobacco, rolled tobacco, and all types of narcotics
- Vice goods or pornographic media
- Counterfeit goods / goods infringing intellectual property rights
- Sale of cannabis flower or smoking devices for recreational use
- Entertainment venues / establishments (prostitution)
- The merchant operating as Merchant Aggregator or merchants that connect the payment gateway system of KGP with sub-merchants or other websites that have not been registered with, or approved by, KGP.

In the event that KGP discover that the Merchant and/or sub-merchants engage in the Prohibited Merchant business or present a fraud risk, KGP reserves the right to reject the application and/or deny services to any sub-merchants of the Merchant which falls under the Prohibited Merchant category or pose a risk of fraud, including declining to provide service, whether total or partial service, related to the Prohibited Merchant or Merchant with a fraud risk.

1.30. If KGP cannot collect payment from the Payer, and/or the Card Issuer and/or the Funds Transfer Service Provider and/or the Payment Tool Provider, the Merchant agrees to be responsible for reimbursement in the amount equal to the uncollected sum, including interest at the rate equal to 15% (fifteen percent) per annum, from the date KGP pays to the Merchant or transfers funds to the Merchant's account until payment is fully settled with KGP.

1.31. If the Merchant is required to reimburse and/or make compensation and/or make debt payment to KGP per the Application and this Agreement, the Merchant agrees to consent and authorize KGP to send an instruction to the Account Bank to debit the deposit account of any type that the Merchant holds with the Account

Bank, or the sum under the possession, care and/or authority of Account Bank, regardless of how the Account Bank has obtained such deposit, possession, care and/or authority for payment of debt and/or liabilities of the Merchant immediately, without prior notice. KGP will send an evidence of the account debit to Merchant for acknowledgement.

If funds in the deposit account and/or aforesaid funds are insufficient for settlement of debt, the Merchant agrees to pay the outstanding debt to KGP in full.

1.32. If the Merchant gives notice of a change in the deposit account specified in the Application, at any time, for whatever reason, this Agreement shall be fully applied to the new deposit account in all respects.

1.33. If the Account Bank cannot debit the Merchant's deposit account as instructed by KGP for conducting transactions and/or performing operations per the procedures of this Agreement and/or payment of debt and/or settling liabilities of the Merchant under this Agreement, the Merchant is not allowed to use the service in such a case.

1.34. The Merchant agrees that if payment for goods/services or funds transfer transactions have been conducted under this Agreement as a result of lost or stolen Funds Transfer Tool, the Merchant shall be liable for the amount which was paid/transferred before KGP completely freezes or suspends the use of the Funds Transfer Tool or payment for goods/services or scheduled funds transfer within the established timeline.

1.35. The Merchant certifies that any document, data or detail that has been found and/or delivered to KGP, regardless of format, and whether it has been submitted by the Merchant or the Merchant's assignee, belongs to the Merchant, and is complete, true and up-to-date, which KGP may use for providing the services under this Agreement and for updating data in the system of KGP. The Merchant has the right and is legally competent to request the use of any service and transaction related to the services under this Agreement. If any damage arises from the fact that the documents, data or details are not complete, true or up-to-date, the Merchant neither has the right nor is legally competent to request any service or transaction related to the services under this Agreement; the Merchant shall have sole responsibility for the damage.

1.36. Unless KGP has stated otherwise, if the Merchant finds any error from operations, or if there is any cause for temporarily withholding operations related to the services under this Agreement, either entirely or partially, or in the event of lifting such suspension of operations, the Merchant may contact KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or KGP Contact Center at 02-008-8820, available 24 hours, or other channels determined by KGP and provide related details, such as issue, date, time, people involved, the amount of funds, nature of transactions and other information as requested by KGP. After the Merchant has completely undertaken operations per procedures determined by KGP, KGP shall perform related operations, such as examining/addressing errors, suspending operations and lifting suspended operations within the period informed to the Merchant, and the Merchant shall remain responsible for the operations and transactions that have been conducted prior to the end of the period specified by KGP to completely withhold the operations as

instructed. KGP reserves the right to disregard any request which is contrary to the Relevant Laws and Regulations.

1.37. If an error in making funds transfer to and/or sending an account debit instruction to the Account Bank to debit the deposit account as specified in the Application is not caused by KGP, the Merchant agrees to examine the error and directly claim the amount from, or reimburse the sum to, the Merchant's disputing party. If the Merchant has any defense and/or right to claim, the Merchant shall directly and separately take an action with the disputing party.

1.38. In case of force majeure or any other causes that prevent KGP from providing the services under this Agreement, the Merchant agrees that it shall be at KGP's discretion to provide the services or take any action as it deems appropriate to comply with this Agreement; the Merchant agrees to fully cooperate with KGP in every way to improve the service method of KGP which is intended to facilitate the Merchant in using the services under this Agreement.

1.39. The Merchant agrees to allow a representative of KGP and/or the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the Payment Tool Provider and/or the Bank of Thailand and/or auditors and/or regulatory or supervisory agencies to examine the Merchant's operations and internal control system, and to request data and documentary evidence related to the payment accepting service under this Agreement, upon request.

1.40. The Merchant agrees that KGP may collect, process and maintain information, including but not limited to, information contained in the Application or received from the customer of the Merchant, the Payer, or any individuals through the Merchant's website/ mobile application and which directly or indirectly relates to and can identify an individual, including but not limited to, name, email address, bank account information, or any other financial information ("**Personal Data**"), of the Merchant or the Payer, or (as the case may be) any directors, shareholders, representatives or customers of the Merchant or the Payer, or any other relevant individuals. KGP shall retain such information (including any Personal Data) during the term of this Agreement and to the extent permitted by applicable law. The Merchant acknowledges and consents (and shall procure its customers or the Payers or any other relevant individual to acknowledge and consent) that any information (including any Personal Data) provided to KGP may be shared to or processed by any third parties whether in or outside the country (including but not limited to the Card Issuer, the Card Scheme Provider, the Funds Transfer Service Provider, the Payment Tool Provider, the verification and identification service provider, the cloud computing service provider and/or any provider of support service such as information technology, communication, and complaint handling service) as may be required to provide the service under this Agreement, provided that KGP shall comply with the Personal Data Protection Act B.E. 2562 and its privacy policy as appeared on KGP's website at <https://www.kasikornglobalpayment.com/en/privacy-policy> (to the extent applicable). The Merchant hereby agrees to comply with the Personal Data Protection Act B.E. 2562 and any other applicable data protection laws

in its capacity as the controller of the Personal Data of its customers or any Payer or any other relevant individuals.

1.41. The Merchant acknowledges and agrees that it may join or withdraw from any promotional activities of KGP at any time, in accordance with procedures of KGP and the conditions of the promotional activities of KGP and/or the partner who joins the promotional activity (as the case may be).

1.42. The Merchant agrees that if the Merchant relocates its office premises or changes the business name or discontinues business operations, the Merchant shall inform KGP immediately. If the Merchant expands its business and wishes to accept payment of goods/services with the Payment Tool at the added branch(es), the Merchant shall inform KGP in order to receive prior approval from KGP in writing.

1.43. Subject to **section 4 of the General Terms and Conditions**, if (1) KGP launches or takes part in the launch of a service and/or a project related to the services under this Agreement and/or the Payment Tool and/or other payment accepting equipment or channels; and/or (2) KGP accepts payment for goods/services with other payment tools, regardless of their name, after this Agreement has been executed; and/or (3) KGP has changed the terms and conditions of services under this Agreement and/or the terms and conditions of the services and/or the terms and conditions of the project and/or the terms and conditions for acceptance of payment for goods/services with the Payment Tool and/or payment accepting channels and/or manuals (if any) and such changes will cause the Merchant to loss benefits, KGP shall inform the Merchant of the change together with terms and conditions as well as the manuals (if any) so changed. If the Merchant has used the service and/or accepted the operations under the project and/or accepted payment for goods/services with the Payment Tool and/or used the payment accepting channels, per the criteria established by KGP, the Merchant agrees that this Agreement and any amended agreement in the future, including terms and conditions for the service and/or for the project and/or for acceptance of the Payment Tool and/or payment accepting channels, as well as a manual for acceptance of the Payment Tool and/or such payment accepting channels (if any), shall apply to the service and/or the project and/or the Payment Tool and/or such payment accepting channels, in all respects, and the Merchant shall not be required to further enter into any written agreement with KGP.

1.44. The Merchant agrees that KGP may transfer the rights and/or benefits and/or duties, either in whole or in part, under this Agreement to any individual and/or financial institution, as KGP deems appropriate, without any consent from the Merchant, though the Merchant will be given a notice of such a transfer. Nonetheless, the Merchant cannot transfer the rights and/or benefits and/or duties, either wholly or partly, under this Agreement to any individual and/or financial institution unless prior written consent is given by KGP.

1.45. Any delays or exemptions in exercising rights under the law or the terms and conditions, including manuals, procedures and KGP's IVR system, shall not be regarded as KGP's relinquishing such rights or as KGP's giving the Merchant consent to perform any act.

1.46. Upon the request from the Payer and/or KGP, the Merchant shall facilitate, and provide cooperation for, the examination of payment details, including but not limited to the information and documents related to the

payment transaction, person making the transaction, the funds transfer recipient, the details of products/service related to the transaction, deposit account, and/or electronic wallet used for receiving funds (if any), and any other documents related to the payment processed under this Agreement which the Payer and/or KGP may require from the Merchant in order to comply with the Relevant Laws and Regulations. In case of any inquiry, the Payer may contact KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or KGP Contact Center at 02-008-8820, available 24 hours, or other channels determined by KGP .

1.47. All documents, letters, notices, terms and conditions, tax invoices, payment acceptance details, or any other information which KGP has sent to the Merchant per the address specified in the Application, whether by hand or by postal mail, either registered or unregistered, or by email to the email address or SMS to the mobile phone number specified in the Application or via the service/channel earlier agreed upon by the Merchant with KGP (unless individually stated, hereinafter collectively referred to as the “**Channel for Receiving Information**”), shall be deemed as having been rightfully sent to the Merchant, regardless of whether or not the documents, letters, notices, terms and conditions, tax invoices, payment acceptance details, or any other information is received. If such delivery fails due to the relocation or demolition of, or change in, the Channel for Receiving Information, without any written notification of the relocation, change or demolition given to KGP, or such information cannot be sent because the Channel for Receiving Information cannot be located, it shall be deemed that the Merchant has rightfully received such letter, notice or such other information and acknowledged its content. In case of any relocation or demolition of, or change in the Channel for Receiving Information, the Merchant shall immediately inform KGP of the change in writing through KGP Partner Support at [partnersupport@kasikornglobalpayment.com](mailto:partnersupport@kasikornglobalpayment.com) or through other channels and procedures which KGP may notify the Merchant.

1.48. If the Specific Terms and Conditions do not specifically include details of any issue, the General Terms and Conditions shall be applied. If the Specific Terms and Conditions specifically includes details of any issue, or is contrary to, or does not correspond with the General Terms and Conditions, the Specific Terms and Conditions shall prevail. Nonetheless, if neither the General Terms and Conditions nor Specific Terms and Conditions are found to be clear, the Merchant agrees to comply with KGP's decisions, in all respects.

1.49. Whenever the terms and conditions under this Agreement become void, illegitimate, invalid or unenforceable, the other remaining terms and conditions (as the case may be) shall remain legally valid and enforceable and shall not be affected by voidability, illegitimacy, invalidity or unenforceability of those terms and conditions.

1.50. This Agreement shall be governed by and construed in accordance with Thai law, and the court of competent jurisdiction in Thailand will have non-exclusive jurisdiction in case of dispute under this Agreement.

1.51. This Agreement shall be an integral part of this Application.

## **2. Fees/Service Charges/Expenses/Penalty Fees/Taxes and Stamp Duties**

2.1. The Merchant agrees to pay remuneration for using the service regardless of whether it is called a fees/service charge or other name to KGP within the due date for payment of respective remuneration. In the event of default, the Merchant agrees to pay compensation to KGP with an interest rate of 5% (five percent) per annum from the date which the payment becomes due to KGP until such payment is fully settled with KGP.

2.2. The Merchant agrees to be solely responsible for costs, taxes, duties and/or any expenses related to services (if any).

If KGP has to make advance payments for the costs, taxes, duties and/or any expenses mentioned in the preceding paragraph on behalf of the Merchant or if the Merchant is required to pay penalty fees for the Payment Tool to KGP, the Merchant agrees to repay them to KGP immediately.

2.3 The Merchant agrees and acknowledges that in making remuneration for using the service, KGP will send a receipt, tax invoice, and/or payment acknowledgement (if any) in electronic format to the main contact person's email address as indicated in the Application and/or by other means via channels prescribed by KGP.

## **3. Withholding Tax**

In case the Merchant is registered as a juristic person, the Merchant authorizes KGP to deduct withholding taxes on collection fees beginning with the first payment acceptance transaction submitted to KGP for payment, to issue and sign withholding tax certificates, and to file withholding tax forms on the Merchant's behalf.

If, in the future, the Merchant opens additional branches under the same owner, and notifies KGP accordingly, KGP shall issue a separate merchant code for each such branch. The Merchant agrees that the abovementioned authorization for KGP to handle withholding tax deductions on the Merchant's behalf shall constitute authorization for KGP to handle withholding tax deductions on behalf of said branches in the same way, without any additional documentation required from the Merchant.

If either the Merchant or KGP wishes to discontinue the service under this Agreement, under any circumstances, the Merchant's authorization of KGP to deduct withholding taxes on behalf of the Merchant shall automatically be withdrawn as well.

## **4. Change in Terms and Conditions of Service**

4.1. If the change in terms and conditions of service causes the Merchant to incur more burden or risk, such a change shall require prior consent from the Merchant.

4.2. If other terms and conditions are to be changed, the Merchant agrees to authorize KGP to make the change as it deems appropriate. If the change affects the Merchant's use of the service (such as adjustment of service fees to reflect rising costs, change of service channels, change of due date), KGP shall expressly communicate, or give notice of, material information of the change to the Merchant at least 30 ( thirty) days in advance or within the period required by law.

4.3. If KGP is required by the Relevant Laws and Regulations to proceed with a change in any terms and conditions, the Merchant agrees that KGP shall change such terms and conditions in compliance therewith.

4.4. Notwithstanding any provisions to the contrary in this Agreement, if KGP discovers or has reason to believe that the use of service under this Agreement by the Merchant and/or any sub-merchant (as the case may be) may pose a financial risk to KGP and/or involves irregular use of service, KGP reserves the right to modify the service terms under this Agreement immediately, whether in whole or in part, such as reducing the approved transaction limits for goods/service or suspending the approval to increase such transaction limits.

## **5. Service Suspension/Service Termination/Result of Service Termination**

5.1. The Merchant agrees that KGP may suspend and/or terminate the services under this Agreement, whether in whole or in part, or for any particular sub-merchants, at any time, with prior notice given to the Merchant, except for the following cases where the Merchant agrees that, at KGP's discretion, KGP may immediately suspend and/or terminate the services under this Agreement, whether in whole or in part, as KGP deems appropriate, without prior notice and that KGP will not be held responsible for any damages caused by such action (if any):

5.1.1. The Merchant has provided any inaccurate and untruthful information, details, certification or confirmation, or they may cause any material misunderstanding.

5.1.2. The Merchant's monthly amount of payment for goods/services has reached the sales limit and/or the Merchant incurs unusual payment acceptance transactions.

5.1.3. There is any factual information that leads KGP to believe that the information and/or details that the Merchant has given to KGP in order to proceed with, or to provide payment acceptance service may cause negative impacts or affect the rights of KGP or of the third party, or there is a risk that the Merchant may have an unlawful intention, or it is detrimental to public order or good moral, or cause KGP to breach any laws and/or requirements and/or orders and/or requests for any cooperation as well as regulations or instructions of the Card Issuer, the Card Scheme Provider, the Funds Transfer Service Provider, the Payment Tool Provider and/or the Bank of Thailand and/or the auditor and/or supervisory or regulatory agencies.

5.1.4. KGP has reason to believe that the Merchant's Funds Transfer Tool has been disclosed to the third party, or the third party has become aware of, gain access to, or is able to use the Funds Transfer Tool.

5.1.5. There is any factual information that the Merchant, including its director, authorized person, and the ultimate beneficial owners is a person under the UN/ Thailand Sanction List.

5.1.6. There is any factual information that leads KGP to believe that the Merchant and/or sub-merchants (if any) has forged documents and/or impersonated other person regardless of whether such other person will consent to the application under this Agreement, or whether the Merchant or sub-merchants (as the case may be) has acted with fraudulent intent.

5.1.7. KGP discovers or has reason to believe that the use of service under this Agreement of the Merchant and/or sub-merchants (as the case may be) may pose a legal risk to KGP and/or involve irregular service.

5.1.8. The Merchant has breached any section of this Agreement including a failure to pay for fees/service charges/expenses/penalty fees/taxes and stamp duties (if any) incurred.

5.1.9. Any of the following events has occurred or may occur, which KGP may view that it may affect the Merchant's business operations or ability to pay debt such as the Merchant has negative shareholders' equity, the Merchant has defaulted on debt payments with KGP or other creditors, the Merchant has been sued in a civil or bankruptcy case, there is a request for business rehabilitation to the Bankruptcy Court, the Merchant is subject to a criminal case, the Merchant's property has been seized/attached by the orders of competent authorities or government agencies, in the event of the Merchant's death (natural person) or the Merchant ceases its operations, its license is revoked or its business is suspended or liquidated.

5.1.10. Account Bank, as instructed by KGP, cannot deduct the proceeds to make a refund and/or compensation and/or debt repayment to KGP, and/or to make KGP to provide services according to this Agreement.

5.1.11. KGP shall comply with the law, regulations, requirements or orders and/ or requests for cooperation from a court of law or competent authorities, the Bank of Thailand or supervisory or regulatory agency.

5.2. In case the Merchant wishes to terminate the service under this Agreement, the Merchant shall inform KGP in writing at least 30 days in advance, via KGP Contact Center at 02-008-8820, available 24 hours, or any other channels as specified by KGP, and shall proceed according to KGP procedures. The Merchant shall submit the request or the instruction for transfer of total amount of remaining payment acceptance for goods/services (if any) so that KGP will transfer the same amount of funds to the deposit account specified in the Application. KGP shall quickly terminate the service as desired by the Merchant. The termination will be effective only upon KGP's notification to the Merchant.

5.3. The termination of this Agreement, for whatever reason, shall not abrogate the Merchant's outstanding obligations under this Agreement until such obligations are completely fulfilled.

5.4. If the status of the Merchant under this Agreement is terminated, for whatever reason, KGP has the right to inform the Card Issuer and/or the Card Scheme Provider and/or the Funds Transfer Service Providers and/or the Payment Tool Provider of the termination in all respects.



Specific Terms and Conditions
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**Agreement on Card Payment Acceptance**

1. The Merchant agrees to accept valid cards which are in accordance with features notified by KGP to the Merchant from time to time. The Merchant may accept payments for goods/services via cards in accordance with conditions prescribed by KGP, under any of the following methods:

1.1. for payment of goods/services, the Merchant shall arrange for the Payer to fill in or confirm their card information manually on the website/ mobile application, or

1.2. the Merchant shall generate a link indicating the payment details by inputting data and complying with steps and conditions stipulated by KGP through the Merchant Portal/ API in the form and procedures set out by KGP. The Merchant will then deliver such link to the Payer via the channels mutually agreed between the Merchant and the Payer. The Payer must fill in and confirm the information contained in the card through the link provided to complete the payment transaction for goods/services.

2. In case the Merchant requires that payment of goods/services be made in a foreign currency, and when the Merchant sends a request or an instruction for funds transfer according to payment acceptance amount to KGP, the Merchant agrees to allow KGP to transfer the funds in Baht to the deposit account specified in the Application in net amount after deduction of fee and value-added tax, using the latest foreign currency exchange rate as specified by KASIKORNBANK PUBLIC COMPANY LIMITED on the funds transfer date. In this respect, the “EXPORT SIGHT BILL on BUYING RATE” shall be applied, less the discount rate for crediting sales slips expressed in foreign currency to the account specified by KGP, then multiplied by the amount expressed in foreign currency on the sales slips.

3. The Merchant shall send a request, by using the Funds Transfer Tool of the Merchant, for funds transfer from the Card used by the Payer in purchasing goods/services from the Merchant, asking for approval of payment limit and summation of sales to be collected from KGP after the Merchant has carried out delivery of goods or provision of services to the Payer. However, such action must be taken within 5 (five) days from the date that the Merchant has received the order for goods/services from the Payer and received approval of payment limit from KGP. In case the Merchant is not able to provide the goods/service as requested by the Payer, regardless of the reason, the Merchant must cancel the order through its own computer, using the program specified by KGP, which must not exceed 5 (five) days from the date that the Merchant has received the order from the Payer as well.

If the Merchant is not able to summarize the sales within 5 (five) days as stated above, the payment limit approval of the Payer will be automatically cancelled by KGP. This means that the Merchant will not be able to send a request or an instruction for funds transfer for said order and will have no right to demand any damages from KGP.

4. The Merchant must post announcements on the website/mobile application indicating that the Payer shall give consent to the collection of payment by Card through Card numbers notified to KGP.

5. If the Merchant wishes to void a transaction, the Merchant must carry out the action prior to the Merchant's sending a request or an instruction for funds transfer and do so within the cut-off time as specified in the **Settlement Table**. In case the Merchant agrees to give a refund to the Payer, the Merchant shall not pay back in cash, cheque and/or other debt securities but agrees to issue a credit voucher per the specified form and deliver it to KGP. The Merchant also agrees to refund the aforementioned amount, which KGP has paid and/or transferred to the deposit account specified in the Application, to KGP so that KGP can transfer such amount into the Payer's account. The Merchant hereby agrees that KGP shall not be obliged to return the fee collected from the Merchant.

6. If any of the following incidents happens:

6.1. The Merchant has accepted payment via the Card but such Card is later found to be counterfeit.

6.2. If KGP is suspicious about the use and/or validity of the Card and/or has later detected fraud in the use of the Card.

6.3. The recipient has not received the goods by the deadline, the recipient does not receive the goods and the Merchant cannot present a receipt of delivery, or the recipient has not received the goods for whatever reason.

6.4. The Merchant fails to procure or deliver goods/services, and/or the procured or delivered goods/services are inferior in quality, defective, incomplete or not in accordance with the purpose or in contravention of the purchase agreement between the Merchant and Payer, thus causing the Payer to refuse to accept the goods/services and eventually seek to terminate that agreement on purchase of goods/services.

6.5. The Payer denies that the Payer has not made payment for goods/services.

6.6. Any other reasons preventing KGP from collecting funds, or any other reason that requires KGP to refund/repay the Payer.

The Merchant agrees that KGP is able to deny the payment or fund transfer to the deposit account specified in the Application. Nonetheless, if KGP has already collected the funds from the Payer and made payment to the Merchant or transferred funds to the deposit account specified in the Application, KGP will make the refund to the Payer at the same amount that was collected from the Payer. The Merchant agrees to reimburse KGP the same amount that KGP refunded the Payer, along with interest at the rate equal to 15% (fifteen percent) per annum, starting from the date that KGP made the payment to the Merchant or transferred funds to that deposit account, until the payment has been fully paid to KGP.

If the Merchant can later prove that the Payer has made the purchase order or requested the service from the Merchant, the Merchant shall exercise the rights to request reimbursement from the Payer.

7. In case KGP is required to reimburse the Payer in a foreign currency, the Merchant agrees to give consent to KGP to reimburse the Payer in the amount equal to its equivalent in foreign currency. The Merchant hereby

agrees for KGP to charge in accordance with the latest foreign currency exchange rate as specified by KASIKORNBANK PUBLIC COMPANY LIMITED on the reimbursement date, using the "EXPORT SIGHT BILL on BUYING RATE" multiplied by the amount in foreign currency owed to the Payer.

8. The Merchant shall not keep the Payer's Card data such as Card numbers, expiry date and CVV number of the Payer, regardless of the format, and the Merchant shall be prudent in safeguarding the Payer's other data related to the payment for goods/services in a safe place to prevent unauthorized access. However, if the Card Scheme Provider or the Payer detects that the Merchant has failed to comply with such procedures, and demands that KGP pay any penalty fee and/or damages, the Merchant agrees to be responsible for payment of such penalty fee and/or damages in full.

9. If the Merchant wishes to keep the Card data of the Payer, the Merchant must receive a prior consent from KGP and must participate in the Card data storage project with the Card Scheme Provider. The data storage format shall be strictly in accordance with the standards established by KGP and the Card Scheme Provider. If the Merchant fails to comply with such procedures causing KGP to pay a penalty fee to the Card Scheme Provider and/or to receive a claim for damages from a third party, the Merchant shall be responsible to KGP for the full amount of that penalty fee, or damages in full.

10. If KGP detects that the Merchant or store owner, including persons related to the Merchant, has used their own cards for the payment of goods/services from their own store at a frequency or number of transactions deemed unusually high and/or not for the purpose of payment of goods/services from the Merchant but for seeking other benefits, KGP is entitled to rescind the Merchant's membership immediately without giving prior notice, and if KGP has been damaged by the use of such cards, the Merchant agrees to indemnify KGP in full. However, this shall not deprive KGP any right to take legal action against the Merchant.

11. If an incorrect card acceptance transaction is submitted to KGP for settlement, and the settlement is still in process, KGP is entitled to withhold the payment; or if KGP has already transferred funds to the Merchant's account, the Merchant agrees to allow KGP to send an instruction to the Account Bank to debit the deposit account specified in the Application to immediately reimburse the Payer or the Card Issuer without giving prior notice. KGP will send an evidence of the account debit to Merchant for acknowledgement.

If the Merchant has submitted an invalid card acceptance transaction that is in contravention of this Agreement to KGP for settlement, and KGP has already transferred funds to the deposit account specified in the Application, it shall not be deemed that KGP is in agreement with such action. If KGP discovers such invalid card acceptance transaction, KGP is entitled to rescind or refuse to transfer funds to the deposit account specified in the Application or send an instruction to the Account Bank in order to debit the deposit account specified in the Application to reimburse immediately after KGP has detected the invalid card acceptance transaction. The Merchant agrees not to use that invalid card acceptance transaction as an excuse that KGP has agreed to allow the Merchant to carry out that transaction.

12. If this Agreement ends, for whatever reason, the Merchant agrees that **section 1.25 and section 1.31** of the General Terms and Conditions will remain in effect for another 18 months following the end date of this Agreement or other shorter period as KGP deems appropriate so that KGP has sufficient time to collect sales slips and/or any document/evidence under this Agreement, which has not been fully collected and/or paid by the Merchant, as well as liabilities, damages and/or other expenses held by or to be held by the Merchant, to KGP under this Agreement.

#### Agreement on Payment via Fund Transfer

1. The Merchant is able to accept payment of goods/services from the Payer via funds transfer. The Payer shall make an instruction of payment by debiting the Payer's deposit account held with the Funds Transfer Service Provider, using the Payment Code.
2. The Merchant shall notify the Payer of the price of goods/services in Thai Baht (THB).
3. The Merchant shall present payment information and method (including the Payment Code) as required by KGP on the Merchant's website/mobile application to the Payer for making payment and the Merchant shall further submit such payment information of goods/services to KGP, or the Merchant shall generate a link indicating the payment details by inputting data and comply with steps and conditions stipulated by KGP through the Merchant Portal/ API in the form and procedures set out by KGP and deliver such link to the Payer via the channels mutually agreed between the Merchant and the Payer, so that the Payer may read the Payment Code embedded in the link to complete the payment transaction for goods/services.
4. The Merchant agrees to accept that KGP has no duty to examine the correctness and completeness of any information, including (but not limited to) the payment information provided by the Merchant and/or the Payer.
5. Methods and details for transfer of total payment acceptance amount with funds transfer are specified in the **Settlement Table** or any other methods and details mutually agreed between KGP and the Merchant.
6. Once the Payer has processed the payment for goods/services and the Merchant has sent a transfer request or instruction per the conditions set forth in the **Settlement Table**, KGP shall calculate total payment and transfer the funds into the deposit account as specified in the Application in accordance with the conditions set forth in the **Settlement Table**.
7. If the Merchant wishes to void a transaction or issue a refund, the Merchant shall reimburse that payment directly to the Payer by itself.

**Settlement Table**

Settlement	Payment Tool	
	Credit/Debit Card	Funds Transfer
Cut-Off Time	00:00	
Settlement Cycle	The following day, or as mutually agreed by KGP and the Merchant	

The Merchant agrees and acknowledges that KGP will transfer funds to the deposit account specified in the Application after deduction of fee, value-added tax and withholding tax (if any) in accordance with the applicable settlement cycle or in case the Merchant send an instruction for fund transfer to the deposit account by itself, KGP will issue an invoice to collect the fee, value-added tax and withholding tax (if any) in accordance with the manners and methods mutually agreed by KGP and the Merchant. KGP will not calculate the interest on the sum of payment of goods/services that have not been transferred to the Merchant's deposit account.

### Agreement on Online Direct Debit (ODD) Service

- 1.1. In applying for the online direct debit payment service, the Merchant agrees to register/ apply for the service in accordance with the procedures prescribed by KGP and by the bank providing the online direct debit service as selected by the Merchant (unless individually stated, hereinafter collectively referred to as the “ODD Bank”). Once the Merchant has completed the registration/ application in accordance procedures prescribed by KGP (hereinafter referred to as “ODD Service User”), KGP will notify the ODD Service User of the registration/ application outcome and determine the first day the ODD Service User may use the service via channels determined by KGP.
- 1.2. The ODD Service User agrees to provide data including Personal Data such as the customer names, customer codes, and any other data necessary to provide the online direct debit service as specified by KGP.
- 1.3. The ODD Service User agrees that, in using the online direct debit service, the ODD Service User has the following qualifications:
  - 1.3.1. The ODD Service User is a juristic person duly incorporated under the law of Thailand or other countries, and the country of incorporation is not a high-risk country under the FATF's latest statement. It has permanent office in Thailand and/or abroad and is a credible entity.
  - 1.3.2. The ODD Service User is able to connect to the bank's system via the internet. The ODD Service User must have completed its website/ mobile applicable development and maintain its system to allow for connection with KGP's system as specified by KGP. It will engage necessary personnel and prepare necessary resources as prescribed by KGP to test the operation such as the support staff, computer equipment, telephone lines, and leased lines. The website/mobile application's registrant name must be the name of the ODD Service User (in case of juristic person, the name of juristic person or managing director or managing partner who is the authorized signatory named in the certificate of registration).
  - 1.3.3. The ODD Service User must not link the online direct debit service with e-wallet or products that allow for easy transfer or conversion of funds into cash.
  - 1.3.4. The website/mobile application of the ODD Service User must implement an efficient customer support mechanism in case any event causing damages, disputes, or cancellation of transaction occurred. For example, having the buyer protection system in place that withholds settlement of payment until the relevant transaction is completed, and having the system and policy which support refunds or cancellation of transactions in place.
  - 1.3.5. The ODD Service User's agreement must clearly set out responsibilities, consent, procedures, and service-level agreements (SLA) in handling the complaints raised by the customers or the regulatory authority, by allowing KGP to hold funds relating to any transactions subjected to complaint or official order to investigate, as well as cooperate with KGP in coordination, providing

relevant information and resolution process and the mutually agreed service-level agreements (SLA).

- 1.3.6. The ODD Service User must establish guidelines for monitoring suspicious transactions or merchants and must support the bank by providing such data prior to the commencement of services in order for the bank to utilize the data to monitor suspicious activities, such as implementing a system that separates unique reference of the transactions which allow for tracing of the origin and destination of the transactions.
- 1.3.7. In case of a juristic person, the ODD Service User must operate the business which serves both B2C (Business-to-Customer: the sale of goods and/or services between a business (B) and individual consumers (C)) and B2B (Business-to-Business: the sale of goods and/or services between businesses (B to B)) segments. The ODD Service User must have been in the business for at least one year (if the year in business falls short of the criteria, the bank reserves the right to consider and approve the application on a case-by-case basis).
- 1.3.8. The ODD Service User must have a registered capital of not less than 1 million Baht (if the registered capital falls short of the criteria, the bank reserves the right to consider and approve the application on a case-by-case basis).
- 1.3.9. KGP reserves the right to determine the eligibility of the Merchant who applied for the online direct debit service based on the category of goods and services, as follows:
- 1) **Normal business:** KGP may accept the application and provide usual service.
  - 2) **High-Risk business:** KGP will consider the application on a case-by-case basis.
  - 3) **Prohibited Business under Clause 1.29:** KGP will immediately reject the application as such service cannot be provided.
- 1.3.10. In considering the approval of the transaction limit for the online direct debit service, KGP will determine the payment acceptance limit for the Merchant as follows:
- The online direct debit service of KASIKORNBANK PUBLIC COMPANY LIMITED divides the Merchant into segments based on the annual sales volume (Control limit).

Divided Segments based on Annual Sales Volume	Control limit
Corporate (sales volume exceeding THB 400 million)	Not more than THB 1,000,000,000 per month
Medium (sales volume not exceeding THB 400 million)	Not more than THB 300,000,000 per month
Small (sales volume not exceeding THB 50 million)	Not more than THB 50,000,000 per month

Micro (sales volume not exceeding THB 10 million)	Not more than THB 10,000,000 per month
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- 1.3.11. The ODD Service User may accept payment for goods and/or services from the customer everyday, 24 hours a day, without limit on number of transaction, but for not more than THB 9,999,999,999.99 total, not more than THB 20,000 per transaction, or any other limit as prescribed by the ODD Bank per one transaction, without the need to contact the ODD Bank and/or KGP. The ODD Service User will procure that the customers consent the bank to debit the customer's deposit account for the goods/services immediately (KGP reserves the right to increase or decrease the limit per transaction on a case-by-case basis in accordance with the ODD Bank's procedures and based on business of the ODD Service User).
- 1.3.12. The ODD Service User must only accept payment for the goods/services which it or its subsidiaries is the seller, except agreed otherwise with KGP (subsidiaries shall means company which the ODD Service User holds 25% (twenty-five percent) or more of the total number of shares).
- 1.4. The ODD Service User shall cooperate in developing and promoting this service such as advertising, developing and/or modifying the system, preparing any documents with written consent of KGP. Any expenses incurred will be the sole responsibility of the ODD Service User.
- 1.5. KGP reserves the right to assess and approve the provision of online direct debit services, whether under a one-time payment model or a subscription model, based on the evaluation criteria of the ODD Bank and the business type of ODD Service User. KGP may request the ODD Service User to implement the PIN security system or additional security measures prior to initiating the online direct debit service.
- 1.6. In the event that the ODD Service User applies for the online direct debit service provided by KASIKORNBANK PUBLIC COMPANY LIMITED (the "Bank"), the ODD Service User agrees to the terms and conditions governing the use of such service as follows:

**Agreements in relation to the use of online direct debit service**  
**of KASIKORNBANK PUBLIC COMPANY LIMITED**

- 1.1. "ODD User" means any person designated by the ODD Service User to act as the main contact person, coordinator, administrator, maker, viewer, verifier, or authorizer, and/or any person otherwise authorized by the ODD Service User. The ODD Service User may change any designated ODD User by notifying the Bank in advance in accordance with the procedures set forth in these terms of service.
- 1.2. In case that the ODD Service User and/or any ODD User use the user ID, password, pin, token, one-time password (OTP), ATM card, debit card, credit card, secret code, magnetic disk containing software, and/or any other tool to log in to use any services, including but not limited to transferring funds in and out of the account (collectively referred to as "Funds Transfer Tool"). The ODD Service User agrees as follows:



1.2.1. Upon approval of the ODD Service User to use the service, the Bank will send the Funds Transfer Tool to the ODD Service User's and/or ODD User's Communication Channel. On the first login, the system will automatically force the user to change the Funds Transfer Tool. The "**Communication Channel**" means email address, mobile phone number, and/or service/ any other channels as agreed between the ODD Service User and the Bank.

1.2.2. If the Bank requires that the service (whether in whole or in part) must be used via the Funds Transfer Tools, the ODD Service User must identify such Funds Transfer Tools.

1.2.3. The ODD Service User must keep the Funds Transfer Tools in a safe place and in a confidential manner and shall procure that the ODD User strictly complies with these terms of service. Disclosing the Funds Transfer Tools is deemed a violation of these terms of service. If any damage arise (including funds transfer) because of the disclosure or any action taken by the ODD Service User and/or ODD User which make another person know of or receive the Funds Transfer Tool, or causes the loss or steal of the Funds Transfer Tool, the ODD Service User shall be responsible for the damage arisen therefrom prior to when the Bank freezes or suspends the use of such Funds Transfer Tool. The ODD Service User may change the Funds Transfer Tool at any time by itself under the conditions established by the Bank.

1.2.4. In case the Funds Transfer Tool is lost/stolen/suspend due to multiple incorrect selection of the Funds Transfer Tools by the ODD Service User continuously for the number of time as stipulated by the Bank/ forgotten or need to be reset, the ODD Service User may contact K-BIZ Contact Center at 02-8888822, available 24 hours, or any branch of the Bank on working day and operating hours of the Bank.

1.2.5. The ODD Service User may freeze or suspend the use of the Funds Transfer Tool or payment for goods/services or Scheduled Funds Transfer or suspend the use of service by contacting K-BIZ Contact Center at 02-8888822, available 24 hours, or any branch of the Bank on working day and operating hours of the Bank, by which the Bank shall complete the process within the following time period:

1.2.5.1. The freeze or suspension of the use of the Funds Transfer Tool shall be completed within 24 hours of the time the Bank received the order or was fully notified by the ODD Service User.

1.2.5.2. The freeze or suspension of the Scheduled Funds Transfer shall be completed by the next billing cycle from the time the Bank received the order or was fully notified by the ODD Service User. The "**Scheduled Funds Transfer**" means electronic funds transfer pursuant to the pre-existing agreement such as debiting the account for utilities payment or debiting the account for payment of goods/services.

1.2.5.3. The suspension of service shall be completed within the period prescribed by the Bank depending on each service.

1.2.6. To increase security for the use of service, the ODD Service User should avoid designating the same person as the main contact person, coordinator, administrator, maker, viewer, verifier, and authorizer, as well as avoid giving the main contract person, coordinator, administrator, maker, viewer, verifier, and authorizer who is the same person the Funds Transfer Tool.

1.3. The ODD Service User agrees to authorize the ODD User to act on behalf in using the service in accordance with these terms of service. The ODD Service User agrees that any actions done by the ODD User shall bind the ODD Service User as if such action is done personally by it, and any actions (including but not limited to disbursement/ withdrawal from account, funds transfer, debiting account, request to amend/ change/ add services, consent to the amendment/change/addition of service/ fees/service charges/expenses/penalty fees/taxes and stamp duties/ terms of service which the Bank has notified through any communication channels) done through the Funds Transfer Instrument, whether done by the ODD Service User itself or by the ODD User or any other person and whether done by any means, shall be deemed complete and valid and binding on the ODD Service User as if the act is personally done by it. It shall be deemed that the ODD Service User has given valid and complete electronic signature with the Bank as evidence for such transaction at the time of transaction confirmation. The ODD User Service agrees that the Bank may rely on such data as original evidence of the transaction and may use it in any legal proceeding in all respects.

1.4. The ODD Service User agrees and acknowledges the risk related to the use of service through electronic means due to the fact that the ODD Service User may make any transaction by itself without the need for documents or any other evidence to confirm with and/or deliver to the Bank, except the transaction which the Bank specified to require additional document or evidence to comply with internal procedures and/or practices of the Bank for such activity. In any event, the ODD Service User must examine the balance every time a transaction has been conducted.

1.5. The ODD Service user shall contact K-BIZ Contact Center at 02-8888822, available 24 hours, or any branch of the Bank on working day and operating hours of the Bank, to perform the following actions as stipulated by the Bank:

- Change the details of ODD Service User, ODD User, service, and/or account linked to the service
- Temporarily hold the service
- Unhold the service and/or terminate the service

To reset the password and/or unlock user ID, the ODD User may contact the administrator or K-BIZ Contact Center at 02-8888822, available 24 hours.

1.6. The ODD Service User may access payment for goods/ service transaction data and/or previous funds transfer data, and the ODD Service User will be provided with the Transaction Evidence of payment for goods/ service transaction data and/or previous funds transfer data through channels specified by the Bank.

**“Transaction Evidence”** means the transaction record, invoice for goods and/or services payment, funds transfer slip, statement, or any other evidence generated by computer or other data storage media, or as may be prescribed by the Bank of Thailand in the future.

1.7. Where the account specified in the application belongs to other individual (**“Account Owner”**), the ODD User Service agrees to act as follows:

1.7.1. The ODD User Service shall procure the Account Owner to sign the consent letter consenting the Bank to debit funds from the Account Owner's account in accordance with the Bank's form in order to conduct the transaction and settle any fees/service charges/expenses/penalty fees/taxes and stamp duties arising from using the service. In any event, the ODD Service User shall procure the Account Owner not to cancel or revoke this consent until the termination of service.

1.7.2. The ODD User Service shall procure the Account Owner to hold funds in the account at least equal to the amount to be debited by the Bank.

1.7.3. In the case of cancellation or revocation by the Account Owner the consent and/or order to debit account, the Bank will be unable to debit the Account Owner's account, and the ODD Service User cannot complete the relevant transaction. The ODD Service User shall follow up and negotiate with the Account Owner for settlement of any debt and/or any obligations between them and/or for the future transaction of the ODD Service User.

Nevertheless, in the event that the ODD Service User or the Account Owners' notification to the Bank of such cancellation or revocation is delayed and the Bank cannot fix the data in the system promptly for whatever reason and the Bank has already acted on the instructions previously received from the ODD Service User in relation to the Account Owner's deposit account, the ODD Service User acknowledges that the Bank's actions following such instruction are correct and the ODD Service User shall be directly responsible to the Account Owner.

1.8. The ODD Service User consents the Bank to debit its account specified in the application and/or any other account it holds with the Bank in order for the Bank to perform and/or comply in accordance with these terms of service without the need to notify. The Bank will send evidence of the account debit to the Account Owner for acknowledgement.

1.9. The ODD Service User agrees that it and the Bank shall be subject to laws, rules, regulations, directives, handbooks, request for cooperation and any criteria of the Bank of Thailand, the courts of laws, regulatory body, and any other competent authorities (as the case may be), currently existing and/or to exist in the future (collectively referred to as the "**Relevant Laws and Regulations**"). In case of change in the Relevant Laws and Regulations, the ODD Service User agrees to comply with the Relevant Laws and Regulations so changed immediately. If the ODD Service User fails to comply therewith and non-compliance has resulted in a penalty fee, damages and/or other expenses collected from the Bank, the ODD Service User agrees to be immediately responsible for such penalty fee, damages and/or expenses to the Bank.

1.10. The ODD Service User hereby authorizes the Bank to debit any type of deposit account maintained by the ODD Service User with the Bank, or any funds in the possession, custody, and/or under the control of the Bank, regardless of how such funds came into the Bank's possession, custody, or control, for the purpose of settling any debt and/or liability of the ODD Service User without prior notice. The Bank shall provide the ODD Service User with evidence of such account debit.

- 1.11. In the event the ODD Service User changes the deposit account specified in the application, for any reason and at any time, these terms of service shall apply in full to the newly designated deposit account.
- 1.12. If the Bank is unable to debit the deposit account specified in the application for the purpose of executing a transaction and/or performing in accordance with these terms of service, and/or for settling any debt and/or liability of the ODD Service User, the ODD Service User shall not be able to complete the relevant transaction.
- 1.13. The Bank shall not be liable for any damage resulting from a malfunction or failure of the ODD Service User's equipment, mobile network, or internet connectivity.
- 1.14. The ODD Service User certifies that any document, data or detail that has been found and/or delivered to the Bank, regardless of format, and whether it has been submitted by the ODD Service User or its assignee, belongs to the ODD Service User, and is complete, true and up-to-date, which the Bank may use for providing the services under this term of service and for updating data in the system of the Bank. The ODD Service User has the right and is legally competent to request the use of any service and transaction related to the services. If any damage arises from the fact that the documents, data or details are not complete, true or up-to-date, or the ODD Service User neither has the right nor is legally competent to request any service or transaction related to the services, the ODD Service User shall have sole responsibility for the damage.
- 1.15. If the ODD Service User wishes to change any data and/or details related to the service, it shall inform the Bank in writing not less than 30 days in advance or through the method prescribed by the Bank.
- 1.16. Unless the Bank has stated otherwise, if the ODD Service User finds any error from operations related to the service, or if there is any cause for temporarily withholding operations related to the services, either entirely or partially, or in the event of lifting such suspension of operations if the operations are to be withheld, the ODD Service User may contact the K-BIZ Contact Center at 02-8888822, available 24 hours, or other channels determined by the Bank, and provide related details, such as issue, date, time, people involved, the amount of funds, nature of transactions and other information as requested by Bank. After the ODD Service User has completely undertaken operations per procedures determined by the Bank, the Bank shall perform related operations, such as examining/addressing errors, suspending operations and lifting suspended operations within the period informed to the ODD Service User. The ODD Service User shall remain responsible for the operations and transactions that have been conducted prior to the end of the period specified by the Bank. The Bank reserves the right to disregard any request which is contrary to the Relevant Laws and Regulations.
- 1.17. The ODD Service User may use the service subject to the transaction frequency and maximum amount limits as determined by the Bank and/or as permitted by the receiving bank. The Bank shall debit the deposit account in the amount of the transaction together with any applicable fees/service charges/expenses/penalty fees/taxes and stamp duties (if any), in accordance with the agreement between the ODD Service User and the Bank. The funds shall be credited to the recipient's account on the effective date of the transaction, as determined by the respective receiving bank.

1.18. If an error in debiting the account and/or making funds transfer to the account of the ODD Service User as specified in the application is not caused by the Bank, the ODD Service User agrees to examine the error and directly claim the amount from, or reimburse the sum to, its disputing party. If the ODD Service User has any defense and/or right to claim, it shall directly and separately take an action with the disputing party.

1.19. In case of *force majeure* or any other causes that prevent the Bank from providing the services, the ODD Service User agrees that it shall be at the Bank's discretion to provide the services or take any action as it deems appropriate; the ODD Service User agrees to fully cooperate with the Bank in every way to improve the service method of the Bank which is intended to facilitate the ODD Service User in using the services as requested by the Bank.

1.20. The ODD Service User agrees that the Bank may assign or transfer any or all of its rights, benefits, and/or obligations under these terms of service, whether in whole or in part, to any person and/or financial institution as the Bank deems appropriate, without requiring the prior consent of the ODD Service User, provided that the ODD Service User shall be notified accordingly. The ODD Service User shall not assign or transfer any of its rights, benefits, and/or obligations under these terms of service, whether in whole or in part, to any third party without the Bank's prior written consent.

1.21. Any delays or exemptions in exercising rights under the law or the terms and conditions, including manuals, procedures and the Bank's IVR system, shall not be regarded as the Bank's relinquishing such rights or as the Bank's giving the ODD Service User's consent to perform any act.

1.22. All documents, letters, notices, or any other information which the Bank has sent to the the ODD Service User per the address specified in the application, whether by hand or by postal mail, either registered or unregistered, or by email to the email address or SMS to the mobile phone number specified in the application or via the service/channel, regardless of whether or not they are actually received or cannot be sent due to whatever reason, shall be deemed as having been rightfully sent to the ODD Service User. If such a delivery fails due to the or change in, relocation or demolition of, the channel for receiving information, the ODD Service User shall immediately inform the Bank in writing.

1.23. If the specific terms of service do not specifically include details of any issue, the general terms of service shall be applied. If any of the specific terms of service are contrary to, or do not correspond with the general terms of service, the specific terms of service shall prevail and such specific terms of service shall be deemed part of this term of service. If any terms of service is found to be clear, the ODD Service User agrees to comply with the Bank's decisions in all respects.

1.24. Whenever any provisions in these terms of service become void, illegitimate, invalid or unenforceable, the other remaining provisions shall remain legally valid and enforceable and shall not be affected by voidability, illegitimacy, invalidity or unenforceability of those provisions.

1.25. These terms of service shall be governed by and construed in accordance with Thai law, and the court of competent jurisdiction in Thailand will have non-exclusive jurisdiction in case of dispute under this Agreement.

1.26. These terms of service shall be an integral part of this application.

## **2. Fees/Service Charges/Expenses/Penalty Fees/Taxes and Stamp Duties**

2.1 The ODD Service User agrees to pay remuneration for using the service regardless of whether it is called a fees/service charge or other name to the Bank within the due date for payment of respective remuneration.

2.2 The ODD Service User agrees to be solely responsible for costs, taxes, duties and any expenses related to services (if any).

If the Bank has to make advance payments for the costs, taxes, duties and/or any expenses mentioned in the preceding paragraph on behalf of the ODD Service User, the ODD Service User agrees to repay them to the Bank immediately.

## **3. Change in Terms of Service**

3.1 If the change in terms and conditions of service causes the ODD Service User to incur more burden or risk, such a change shall become effective when consent from the ODD Service User is provided.

3.2 If other terms and conditions are to be changed, the ODD Service User agrees to authorize the Bank to make the change as it deems appropriate. If the change affects the ODD Service User's use of the service (such as adjustment of service fees to reflect rising costs, change of service channels, change of due date), the Bank shall expressly communicate, or give notice of, material information of the change to the ODD Service User at least 30 (thirty) days in advance or within the period required by law.

3.3 If the Bank is required by the Relevant Laws and Regulations to proceed with a change in any terms and conditions, the ODD Service User agrees that the Bank shall change such terms and conditions in compliance therewith.

## **4. Service Suspension/Service Termination/Result of Service Termination**

4.1 The ODD Service User agrees that the Bank may suspend and/or terminate the services, whether in whole or in part, or for any particular ODD Service User, at any time, with prior notice given to the ODD Service User except for the following cases where the ODD Service User agrees that, at the Bank's discretion, the Bank may **immediately** suspend and/or terminate the services, whether in whole or in part, as the Bank deems appropriate, without prior notice and that the Bank will not be held responsible for any damages caused by such action (if any):

4.1.1 The ODD Service User has provided any inaccurate and untruthful information, details, certification or confirmation, or they may cause any material misunderstanding.

4.1.2 There is any factual information that leads the Bank to believe that the information and/or details that the ODD Service User has given to the Bank in order to proceed with service may cause negative impacts or affect the rights of the Bank or of the third party, or the ODD Service User may have an unlawful intention, or

it is detrimental to public order or good moral, or cause the Bank to breach any Relevant Laws or Regulations or have an adverse effect on the image of the Bank.

4.1.3 The ODD Service User has breached any section of these terms of service including a failure to pay for fees/service charges/expenses/penalty fees/taxes and stamp duties.

4.1.4 Any events have occurred or may occur that causes the Bank to reasonably believe that it may affect the ODD Service User's business operations or ability to pay debt, including but not limited the cessation of business operations, revocation of registration, suspension from conducting business, or entry into liquidation.

4.1.5 The Bank is unable to debit the funds to proceed in accordance with the application and the terms of this service.

4.1.6 The Bank is required to comply with the Relevant Laws and Regulations.

4.2 In case the ODD Service User wishes to terminate any individual service or all services under these terms of service, the ODD Service User shall notify the Bank in writing at least 30 (thirty) days in advance, via the Bank's designated communication channels and shall proceed according to the Bank's procedures. The Bank shall proceed with the termination in accordance with the ODD Service User's request as soon as practicable, and in any case within 30 (thirty) days from the date the Bank receives the complete termination request and all supporting documentation. Such termination shall be effective only upon the Bank's notification to the ODD Service User.

4.3 The termination of these terms of service, for whatever reason, shall not abrogate the ODD Service User's outstanding obligations under these terms of service until such obligations are completely fulfilled.