



Part 3: Advice, Conditions and Manual for K BIZ

The Applicant agrees to use K BIZ service or any other name which KASIKORNBANK PUBLIC COMPANY LIMITED (the "Bank") deems appropriate ("Service(s)" or "K BIZ Service"), with the Bank. The Applicant hereby agrees to be bound by and comply with the Service Advice, Conditions and Manual for K BIZ Service (this "Terms and Conditions") as follows:

1. The Bank provides K BIZ Service to an individual aged 15 years and older and to a juristic persons/non-juristic organizations. The Applicant can make transactions according to age range and/or the type of transaction as determined by the Bank.
2. The Applicant must have an email address and a current or savings account opened and maintained with the Bank and mobile phone to confirm transactions of K BIZ Service.
3. The Applicant can use K BIZ Service via computer or mobile phone or tablet ("Device") in the Internet network (Wi-Fi) and/or in the mobile phone network (3G/4G/5G) supported by the Bank.
4. The Applicant can view the information of savings and current accounts and personal information 24 hours a day. However, funds transfers to other persons, payment for goods/services, or adding a deposit account must be conducted within the period specified by the Bank only. The Bank reserves the right to change the period for making transactions as the Bank deems appropriate.
5. The Applicant can apply for K BIZ Service or use K BIZ Service via the channels specified by the Bank as follows:
 - 5.1 The Applicant (individual) can apply for the Service through the Bank's website or at a branch or other channels as specified by the Bank. The Applicant will set User ID and password and follow the steps specified by the Bank. The application shall be complete upon receipt of a welcome message via email and the Applicant can use the Service afterward. The usage type can be either Single User or Multiple User.
 - 5.2 The Applicant (juristic person/non-juristic organization) can apply for the Service at a Bank branch and/or via relationship manager (RM) or other channels as determined by the Bank. The Bank will deliver User ID of the Applicant to the Administrator (User ID recipient) and a temporary password to the mobile phone number used for subscription to the Service. After that, the Applicant must log in (First-Time Login) to the system to set new User ID and password on KBank Website. The application shall be complete upon the receipt of a welcome message via email. The Applicant can choose the usage type as either Single User or Multiple User. In case of choosing Multiple User, the Applicant cannot further change to Single User.
 - 5.3 The applicant can specify/create a user account (User ID) in the number specified by the bank. The user account (User ID) on each page will be able to make transactions under the duties and conditions specified in the application.

However, "User" means the person the applicant requester specifies as the main contact, coordination contact, Administrator, Maker, Viewer, Authorizer and/or the person assigned by the applicant. The user can change the user by notifying the bank in advance according to the methods specified in these terms and conditions of service.
6. Usage Type
 - 6.1 Single User means the user can conduct various financial transactions and/or other services of the Bank or other non-bank services, as determined by the Bank, including giving consent to the Bank regarding the amendment of

Terms and Conditions and activating functions of the Service currently available or to be available in the future by itself.

6.2 Multiple User means the user designated by the Applicant can conduct various financial transactions and/or other services of the Bank or other non-bank services according to the roles assigned by the Applicant. Transactions shall be deemed successful after approved by the Authorizer. The roles of the user shall be as follows:

6.2.1 The Administrator is the user who can manage other users and is responsible for generating transactions, editing, changing, and deleting user information and submitting it to the Authorizer for further action. The Administrator assigned as recipient of User ID will receive User ID for other users and will provide such User ID to other users afterward.

6.2.2 The Authorizer is the user who can approve transactions and/or Services generated by the Maker and/or the Administrator so that each transaction is completed and The Authorizer can also view account information, including giving consent to the Bank regarding the amendment of Terms and Conditions and activating functions of the Service currently available or to be available in the future.

6.2.3 The Maker is the user who can generate transactions and/or Services which will be approved by the Authorizer. The Maker can also view account information.

6.2.4 The Viewer is the user who can view the account information but cannot generate and/or approve transactions.

For enhancing security in using the Service, the Applicant shall avoid designating the same person to serve as main contact person, Administrator, Authorizer, Maker and Viewer or giving the transaction approval tool to any other person.

7. Usage of User ID and/or Password and/or One-Time Password (OTP)

7.1 The Applicant must keep User ID, password and One-Time Password (OTP) in a secure place and treat it as confidential. Disclosure of User ID, password and/or One-Time Password (OTP) shall be regarded as a breach of this Terms and Conditions. The Applicant shall be responsible for any damage arising from disclosure of, or any act resulting in the loss of User ID, password and/or One-Time Password (OTP). The Applicant can change the password by itself at any time, without notifying the Bank.

7.2 In case User ID or password is malfunctioning/lost/stolen/suspended because the Applicant or any other person has entered User ID or password incorrectly for the number of consecutive times exceeding the limit determined by the Bank, or the user has forgotten User ID and/or password, the Applicant can contact K-Contact Center at Tel. 02-8888888 (for individual) and K-BIZ Contact Center at Tel. 02-8888822 (for juristic person/non-juristic organization) 24 hours a day and/or a Bank branch and/or other channels as determined by the Bank, in accordance with the procedures determined by the Bank.

7.3 The Applicant agrees and acknowledges that if User ID or password of the Applicant has been suspended permanently or temporarily by the Bank's system due to incorrect User ID or password being input by the Applicant or any other person, or any other reason, transactions that have been made or scheduled in advance will be immediately suspended. The Applicant agrees to not claim any damages that may be incurred from the suspension of all such transactions by the Bank.

In order to unlock the suspension by the Bank's system, the Applicant must submit a Revision/Cancellation Form for K BIZ together with a copy of national ID card and related documents to a Bank branch or via fax/postal mail to the relevant department as notified by the Bank. The Applicant will be able to use the Service once again only after the Applicant has presented required evidence to the Bank's satisfaction.

In the event that the Bank has unlocked the suspended Service as mentioned above, the Applicant agrees and acknowledges that any transaction that is not yet due will immediately remain the same as if there had been no suspension of the Service.

8. The Applicant agrees that any actions performed with the use of User ID and/or password and/or One-Time Password (OTP), regardless of whether said actions were undertaken by the Applicant itself or by any other person, are complete and valid from the time the transaction is confirmed, and shall be binding upon the Applicant as if they were undertaken by the Applicant itself; and it shall be deemed executed by the Applicant by way of electronic signature given to the Bank as evidence for the transaction, which is complete and valid. The Applicant agrees that the Bank can use the transaction data as evidence to prove that the Applicant has conducted such transaction and for legal purposes, in all respects. The Applicant acknowledges, agrees, and accepts the risks related to the use of electronic services which require no additional document or evidence for confirmation and/or delivery to the Bank, except for the transaction that requires documentation or additional evidence in accordance with the procedures and customary practices of the Bank in such cases, such as request for the issuance of cashier cheque, etc., where the Applicant must submit document or evidence (if any), as required by the Bank. The Applicant shall check the balance every time a transaction has been conducted and agrees to be responsible for the transaction, in all respects.
9. Transaction Approval Limits
 - 9.1 The Applicant can transfer money to another person's account. Transfer money between banks or pay for products/services. The total amount per day cannot exceed the amount approved by the bank. The Applicant requester can change the transfer limit and pay for products/services by notifying through the K-BIZ Contact Center, telephone 02-8888822, 24 hours a day. The maximum amount is not more than 2,000,000 baht/day or notify through the bank branch maximum limit is not more than 10,000,000 baht/day or other channels as determined by the bank. The criteria for changing the limit are as the bank deems appropriate. or as the bank will announce changes.
10. The Applicant can use various services/functions under K BIZ Service as follows and as well as other services/functions to be available by the Bank in the future (if any). The Applicant can use the Service according to the group or type of the Applicant that the Bank provides for the Applicant.
 - 10.1 The Applicant can link a savings account or current account or credit card/Xpress Cash card or any other electronic card as determined by the Bank (the "Card") to K BIZ Service.
 - 10.2 The Applicant can use various card-related services, such as spending transaction inquiry, card payment, and/or other services to be available by the Bank in the future, under the procedures and conditions determined by the Bank. The Applicant must first set and provide account/card details. After the Bank has checked and found that the information is correct and corresponds to the information in the Bank's system, the Applicant can use the Service in accordance with the terms and conditions of the Card and K BIZ Service.
 - 10.3 For funds transfer and bill payment service, the Bank will debit the Applicant's account per the specified amount together with fees (if any), and the funds will be transferred to the recipient's or payee's account immediately after the Applicant has conducted the transaction, except for interbank funds transfer which must be made within the period as determined by the Bank. Such transaction will be complete and valid only after the Applicant has accurately and completely conducted the transaction in accordance with the required steps. Upon completion of the transaction, the Application will receive a result message displaying "Transaction Completed" together with the reference number of the transaction.
 - 10.4 The Applicant can schedule funds transfer or payment date in advance under the following terms and conditions:

10.4.1 The Applicant shall provide complete details as determined by the Bank, such as reference number, amount, installment period and the effective date (the "Debit Date").

10.4.2 The Bank will debit the Applicant's deposit account in the amount specified by the Applicant together with fees (if any) and make funds transfer to the recipient's account in the amount, installment period and the Debit Date within the period determined by the Bank.

10.5 The Applicant can use the international funds transfer service under the following terms and conditions.

10.5.1 The Applicant can make international funds transfer by selecting the "International Funds Transfer" menu option under K BIZ Service and providing the details as determined by the Bank and as required for the use of the international funds transfer under said menu, including but not limited to information about the recipient, the recipient's account, the country where the recipient has opened the account, the bank where the recipient has opened the account (the "Receiving Bank"), the recipient's account number or code, foreign currency of the funds transfer and the objective of funds transfer. The Applicant can use the international funds transfer service in accordance with the conditions and details of the service available by the Bank, and the daily funds transfer limit is less than 100,000 USD or equivalent currency per day.

10.5.2 After the Applicant has provided complete details and the transfer amount in foreign currency ("Transfer Amount"), the Bank's system will calculate and convert the Transfer Amount into Thai Baht using the Bank Selling Rate as shown in K BIZ Service on the date and at the time that the Applicant conducts the transaction. Then, the Applicant shall be notified of the Transfer Amount which has been converted into Thai Baht together with funds transfer fee and other expenses (if any) to be collected from the Applicant. If the Applicant agrees that the amount is correct, the Applicant shall press the "Confirm" button to accept the transaction. If the Applicant deems the amount incorrect or otherwise wishes to cancel the transaction, the Applicant shall press the "Cancel" button to cancel the transaction. If the Applicant takes no action within the period specified by the Bank, the funds transfer transaction will be automatically terminated, and it shall be deemed that the Applicant has agreed to cancel such transaction.

10.5.3 If the Applicant accepts the transaction, the Applicant agrees to authorize the Bank to debit the Transfer Amount which has been converted into Baht together with fees and other expenses (if any) which has been accepted by the Applicant, from the deposit account determined by the Applicant, and which the Applicant has linked to K BIZ. After the account has been successfully debited, the Bank's system will send the evidence of International Transfer transaction to the Applicant ("Funds Transfer Evidence") via the channel determined by the Bank. However, the Funds Transfer Evidence does not serve as proof that the funds have been credited to the recipient's account. The recipient must independently verify that the funds have been credited to their account to confirm the successful completion of the transfer. If the Bank's system cannot debit the full amount, the funds transfer transaction will be automatically terminated, and it shall be deemed that the Applicant wishes to cancel the transaction that was previously accepted by the Applicant.

10.5.4 If the transaction is unsuccessful for whatever reason, the Bank shall, when the Bank has received the amount from the Receiving Bank and/or partner or intermediary for international fund transfer ("**Returned**

Amount”), credit the Returned Amount converted into Thai Baht using the Bank Buying Rate of the relevant currency shown on the Bank website on the date and at the time of crediting such Returned Amount to the deposit account from which the Bank has previously debited. The Applicant agrees to accept foreign exchange risk caused by the currency conversion due to the use of the Bank Selling Rate shown on K BIZ Service on the date and at the time the Applicant has conducted the transfer transaction and the Bank Buying Rate shown on the Bank website on the date and at the time the Bank credits such Returned Amount as well as the risk that the amount which the Applicant received from the Returned Amount may be less than the Transfer Amount. In this case, the transaction is unsuccessful without the bank’s fault, the Bank shall not reimburse fees and other expenses (if any) to the Applicant.

10.5.5 The Applicant acknowledges and agrees that the Bank Selling or Buying Rate shown on K BIZ Service on the date and time the Applicant has conducted the transfer transaction may not be equal to the Bank Selling or Buying Rate applied by the Bank branch at any given time.

10.5.6 In the event that the Bank requests additional information, documents or evidence to support any international funds transfer transaction within the period specified by the Bank, the Applicant agrees to provide the requested information, documents or any other evidence to the Bank so that to complete such international funds transfer transaction. If the Applicant fails or is unable to send all requested information, documents or any other evidence to the Bank within the period specified by the Bank, the Bank has the right to terminate the international funds transfer transaction, and the Applicant agrees that the Applicant shall in no event demand any cost or damages from the Bank due to the termination of the transaction has been caused by the Applicant’s failure or inability to provide the requested information, documents or any other evidence to the Bank within the period specified by the Bank.

10.5.7 The Applicant agrees that if the Bank finds that the Applicant has breached any provision of the international transfer service in other Bank services, the Bank may withhold and/or terminate the international transfer service of K BIZ at any time, as the Bank deems appropriate, without informing the Applicant in advance, and the Bank shall not be responsible for any damage which may arise therefrom

10.6 MyPort Service

10.6.1 The Applicant (individual) can use MyPort function, which displays an overview of the Applicant's various types of assets, such as deposit accounts, funds, and securities, or other information. The Applicant can also add other assets in addition to the existing assets held with KASIKORNBANK FINANCIAL CONGLOMERATE. After the Applicant accepts this Terms and Conditions, the Applicant will automatically be able to use MyPort function. The Bank reserves the right to revise and display the asset information in MyPort, as the Bank deems appropriate.

10.6.2 The Applicant agrees and accepts that the display of the Applicant's asset information and financial planning available in K-Expert MyPort is only to provide convenience to the Applicant in making preliminary decisions for saving or investing. It is not intended to provide an analysis of risk, or a warranty or a guarantee of returns from savings and investment of the Applicant.

10.7 KBank Payroll Service

The Applicant may use the service up to the maximum number of times and amount of funds specified by the Bank and/or recipient bank. The Bank shall debit fund from the deposit account in the amount equal to the transaction amount and fees/service fees/ expenses/penalty fees/taxes (if any) pursuant to the agreement between the Applicant and the Bank and such funds shall be transferred to the recipient's deposit account on the effective date of transaction as specified by each recipient bank.

- 10.8 The Applicant can view the overall details of the credit products that the Applicant has with the Bank, such as checking credit limits, outstanding or due date. The Applicant acknowledges that such details is only preliminary information and may changed according to the final information.
11. The Applicant can view the information of funds transfer transactions record. In addition to the transaction recorded in the passbook, the Applicant will receive funds transfer Transaction Evidence via the email address that the Applicant registered with the Service. "Transaction Evidence" means evidential documents, including transaction record, funds transfer notice, statement and any other evidence generated by a computer and storage media, or any other storage media used to store data or any other evidence as or to be determined by the Bank of Thailand in the future.
12. The Applicant agrees and consents the Bank to debit funds from any deposit account of the Applicant opened and maintained with the Bank, or money in possession and/or under control of the Bank, regardless of the means by which the Bank has obtained the deposit, possession and/or control of the funds, and to immediately apply such fund for payment of debt and/or liability of the Applicant, without giving prior notice. The Bank will send to the Applicant evidence thereof.
13. In case the Funds Transfer Tool is lost or stolen, the Applicant agrees to be liable for the Transfer Amount of which the transaction is conducted before the Bank freezes or suspends the use of the Funds Transfer Tool or the scheduled funds transfer within the specified period
("Funds Transfer Tool" means User ID, password and One-Time Password (OTP), ATM card, debit card or credit card, secret code, magnetic disk containing the program or any other tools that the Bank has provided to the Applicant to use as a tool for transferring funds into or out of the account).
14. The Bank shall not be liable to the Applicant, payee and/or recipient for any damage caused by the Applicant's service equipment or Device or any error in mobile phone network or internet system.
15. In the event that the Bank is required to disclose financial information, transaction or any information related to the use of the Services of any and/or all Applicant, to any agencies under the provision of the law, order or regulation of the competent authorities or banking regulatory and supervisory agencies, or for the benefit of operating/providing Services in accordance with the Terms and Conditions, the Applicant agrees and consents to the Bank to disclose or report the information and/or prepare a report on such information or transactions of the Applicant to such agencies and/or authorities.
16. The Applicant represents and warrants that any document, information and details submitted to the Bank, in whatever form and whether submitted by the Applicant or any delegate of the Applicant, are complete, accurate, genuine and up-to-date and are the information of the Applicant. The Applicant further represents and warrants that it is eligible and legally competent to use the Service and execute any transaction related to the Service. If there is any damage arising from the incompleteness, inaccuracy or outdatedness or the Applicant's ineligibility or incompetence to use the service or execute any transaction related to the service, the Applicant agrees to be solely responsible for such damage.

17. If the Applicant wishes to change any information and/or details, the Applicant shall notify the Bank in writing, or in accordance with the method prescribed by the Bank.
18. The Applicant needs assistance or wishes to report issues regarding the service use, the Applicant shall contact the Bank via K-Contact Center Tel. 02-8888888 (for individual) or K-BIZ Contact Center Tel. 02-8888822 (for juristic person/non-juristic organization) or other channels determined by the Bank, to inform the Bank of related information such as the subject matter, date, time, related parties, transaction amount and details, as well as other information that the Bank may request. After the Applicant has completely performed operations per the procedures determined by the Bank, the Bank shall proceed to perform related operations within the period notified by the Bank to the Applicant. The Applicant shall be liable for operations and transactions undertaken prior to the end of said period. The Bank reserves the right to disregard any request that is contrary to applicable laws, rules and regulations (as defined below).

In case of suspension of the Scheduled Funds Transfer, the Bank will suspend such transaction within 1 billing cycle from the date on which the Bank has received the complete instruction or notification from the Applicant. **"Scheduled Funds Transfer"** means electronic funds transfer agreed in advance, such as account debit for utility payment and account debit for payments of goods/services.

19. If there is any error in account debit from and/or fund transfer to the Applicant's deposit account specified in the application, which has not been caused by the Bank, the Applicant shall directly examine and claim such fund from or reimburse such funds to the Applicant's counterparty. If the Applicant has any defense and/or rights to claim, the Applicant shall directly and separately take an action with such counterparty.
20. The Applicant consents and authorizes the Bank to debit funds from the Applicant's deposit account specified in the application and/or any other deposit account the Applicant opens and maintains with the Bank in order for the Bank to execute the transactions and/or comply with these Terms and Conditions without a prior notice. The Bank will send evidence for account debit thereof to the Applicant.
21. In case the Applicant changes any information such as deposit account or daily limit etc. specified in the application. at any time and for any reason, these Terms and Conditions shall be fully applied to such changes in all respects.
22. The Applicant agrees to pay transaction fees through this Service to the Bank (if any) within the period and at the rate specified by the Bank, excluding VAT. The Applicant also agrees to be responsible for payment of any taxes, stamp duty and expenses incurred from the use of this Service. The Applicant consents and authorizes the Bank to debit fund from any deposit account of the Applicant open and maintained with the Bank to apply such funds in or towards such payment of debts and/or liabilities of the Applicant which the Applicant owes the Bank.
23. In the event that the Bank is unable to debit the Applicant's account for payment of transaction fees, including taxes, stamp duty and expenses incurred from the relevant transaction, the Applicant will not be able to conduct the transaction through the Service at that time.
24. Amendment to the Terms and Conditions of the Service
 - 24.1 In the case where amendment to the Terms and Conditions of the Service imposes more burden or risks on the Applicant, such amendment shall be effective upon the Applicant's consent.
 - 24.2 In the case of any other amendment to the Terms and Conditions of the Service, the Applicant agrees and consents that the Bank shall have the rights to amend the Terms and Conditions of the Service as the Bank deems appropriate. In the event that such amendment affects the use of the Service by the Applicant (such as service

fee adjustment pursuant to increased costs and expenses, change of the service channel, or the change of the payment due date), the Bank will communicate or notify the Applicant of the material details of such amendments at least 30 days in advance or other period as required by law.

24.3 In the case where laws and/or regulations specifically provide otherwise with respect to the amendment to the Terms and Conditions by the Bank, the Applicant agrees that the Bank shall comply with such laws and/or regulations.

25. The Applicant agrees that the Bank shall have the rights to suspend and/or terminate the service (whether in whole or in part or whether in respect of any particular applicant) at any time, provided that the Bank will notify the Applicant in advance. Nevertheless, if the Applicant fails to log in to the system within 30 (thirty) days of the completed application for the Service ("First-Time Login"), the Applicant agrees that the Bank has the right to terminate the Service without notice to the Applicant, and after First-Time Login if the Applicant fails to access to the Service for more than 1 (one) year, the Applicant agrees that the Bank has the right to immediately suspend the Service without notice to the Applicant. If the Applicant wishes to continue using the Service, the Applicant can cancel the suspension by submitting a Revision/Cancellation Form for K BIZ Service to a Bank branch.

For any of the following events, the Applicant agrees that the Bank shall have the rights at the Bank's discretion to immediately suspend and/or terminate the service (whether in whole or in part) as the Bank deems appropriate:

- there is any fact which the Bank believes that any of information and/or details provided by the Applicant to the Bank to proceed in accordance with the application or the use of the Service by the Applicant might have material adverse effect, might affect the rights of the Bank or any third party, might be contrary to public order or good morals, or might have unlawful purpose;
- the Applicant breaches any provision of the Terms and Conditions of the Service, including failure to pay any fees, service fees and expenses;
- If the Bank finds that the Applicant breaches any provision of the international transfer service in other Bank services;
- there is an incident or there may be an incident occurred which the Bank believes that it might affect the Applicant's business, operation or debt servicing, including but not limitation to the fact that the Applicant has ceased the business operation, the Applicant's registration has been revoked or the Applicant's business is suspended or liquidated.
- The Bank is unable to deduct funds to proceed with the transaction in accordance with the application or these Terms and Conditions; or
- The Bank is required to comply with the Applicable Laws and Regulations.

26. In case the Applicant wishes to terminate the Service, the Applicant shall submit a Revision/Cancellation Form for K BIZ Service together with a copy of national ID card and related documents to a Bank branch or other channels determined by the Bank and undertake any actions in accordance with the Bank's procedures. The Bank will terminate the Service pursuant to the Applicant's request as soon as practicable. The termination of the Services will be effective upon the Applicant's receipt of a Service termination confirmation email.

27. The termination of these Terms and Conditions by any reason whatsoever shall not release nor discharge the Applicant from any obligations under these Terms and Conditions which have not been fully performed until the Applicant completely performs all such obligations.

28. In case of force majeure or any other event which prevents the Bank from providing the Services under this Terms and Conditions, the Applicant agrees that the Bank may consider providing the Services or taking any action as the Bank deems appropriate so that to accomplish providing the Service and the Applicant agrees to fully cooperate with the Bank in every way to improve the Service of the Bank and to facilitate the Applicant in using the Services in accordance with this Terms and Conditions.
29. Any delays in exercising or failure to exercise, on the part of the Bank, any right under the law or this Terms and Conditions, including manuals, rules and IVR system of the Bank, shall not operate as the Bank's waiver of any such right or the Bank's consent to the Applicant to take any action.
30. Any letter, notice or correnponse sent by the Bank to the Applicant to the address specified in the Application, whether sent by hand, registered, non-registered mail, email, Short Message Service (SMS) to mobile phone number as informed by the Applicant to the Bank, shall be deemed to have been duly delivered to the Applicant irrespective of whether it is received by any person or even it is undeliverable because the address has been changed or demolished without a written notice thereof to the Bank or because such address cannot be located. In such cases, it shall be deemed that such letter, notice and/or correspondense of the Bank have been duly delivered to and acknowledged by the Applicant. The Applicant agrees to immediately notify in writing to the Bank if there's any change of its address.
31. The Applicant agrees to be bound by and comply with this Terms and Conditions, and agrees to pay fees, service fees and any expenses related to this Service as determined and notified by the Bank, via announcement through various channels of the Bank, whether at the present and/or to be amended or changed in the future as the Bank deems appropriate, in all respects.
32. If any provision of these Terms and Conditions becomes void, illegal, invalid or unenforceable, the other remaining provisions of these Terms and Conditions shall remain in full force and effect, legal, valid and enforceable and such voidance, illegality, invalidity or unenforceability shall not invalidate the other remaining provisions of these Terms and Conditions.
33. This Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand, and the Thai courts shall have non-exclusive jurisdiction to settle any disputes arising out of or in connection with this Terms and Conditions.
34. The Applicant agrees that the Bank and the Applicant shall be subject to laws, rules, regulations, orders, guidelines, requests and/or any other requirement of the Bank of Thailand, courts, supervisory or regulatory authorities, other competent authorities (as the case may be) as amended, supplemented, or re-enacted from time to time (collectively "Applicable Laws and Regulations"). If, at any time, there is any change in Applicable Laws and Regulations, the Applicant agrees to comply with such Applicable Laws and Regulations as amended immediately, of which the Bank shall give notice to the Applicant. If the Applicant fails to comply with such Applicable Laws and Regulations which causes the Bank to incur or be charged any penalty, damages and/or costs and expenses, the Applicant agrees to immediately indemnify the Bank against such penalty, damages and/or costs and expenses.
35. The Applicant agrees that the Bank may assign or transfer any of its right, benefit and/or obligation, whether in whole or in part, under these Terms and Conditions to any person and/or financial institution, as the Bank deems appropriate, without any consent from the Applicant, but the Bank will inform the Applicant of such assignment or transfer. Nonetheless, the Applicant shall not assign or transfer any of its right, benefit and/or obligation, whether in whole or in part, under these Terms and Conditions to any person and/or financial institution, unless the Applicant receives a prior written consent from the Bank.
36. Collection, use and/or disclosure of information

The Applicant agrees and consents to the Bank to collect and use any of its personal data and/or information for the purpose of (i) providing Services, (ii) fulfilling the request of the Applicant before providing the services, (iii) assigning third parties to support the services, such as information technology, communications and collection, (iv) assignment of right and/or obligation and/or (v) solving complaint. The Applicant further agrees and consents to the Bank to disclose its personal data and/or information, whether inside or outside the country, to outsourcing service providers, the Bank's agents, the sub-contractors, co-branding alliances, prospective assignees, assignees and cloud computing service providers, and also agrees and consents to the aforementioned parties to collect, use and/or disclose its personal data and/or information for the same purposes.

For more information, please see Privacy Policy: www.kasikornbank.com/en/privacy-policy

In the event that the Applicant discloses another person's personal data to the Bank for the aforementioned purposes, the Applicant represents and warrants to the Bank that the Applicant has obtained consent from such person or has a legal basis to disclose such person's personal data to the Bank and has informed such person of the details of the collection, use and/or disclosure of personal data pursuant to the aforementioned Privacy Policy.