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This Application for KRUNGSRI Cash Management Service (“**Main Agreement**”) is made on by **(input the Applicant’s name)** , registration no./taxpayer ID no. , with its registered office located at (the “**Applicant**”).

Whereas the Applicant wishes to use various types of financial services of KRUNGSRI Cash Management, which is a cash management service provided by Bank of Ayudhya Public Company Limited (the “**Bank**”). The Applicant hereby agrees to enter into and be bound by the terms and conditions of this Main Agreement which are applicable to the use of financial services the Applicant elects for upon entering into the relevant agreements with the Bank.

1. The Applicant acknowledges that KRUNGSRI Cash Management Service is an internet banking service provided by the Bank via various systems and technological devices to facilitate financial transactions and provide the Applicant with financial information subject to the terms and conditions set out herein and/or specified in the Application for Use/Amendment of Financial Transaction Services of KRUNGSRI Cash Management (the “**Service Application**”), including other manuals or documents concerning the Service.
2. The Applicant acknowledges that the terms and conditions set out in the Service Application, as well as any manuals and documents concerning the Service provided by the Bank to the Applicant shall form an integral part of this Main Agreement. In the event of conflict between the terms and conditions of the Service Application and the terms and conditions of this Main Agreement, the terms and conditions set out in the Service Application shall prevail.
3. **Definitions**

“**Instruction**” means an instruction submitted by the Applicant to the Bank in the form and through the channels prescribed by the Bank.

“**Service**” means a financial service provided by the Bank to the Applicant as indicated in each Service Application, which is subject to the terms and conditions of this Main Application.

“**Applicant’s Deposit Account**” means the Applicant’s deposit account opened and maintained with the Bank as stipulated in the Service Application and/or any attachment to the Main Agreement.

“**Service Application**” means the Application for Use/Amendment of Financial Transaction Services of KRUNGSRI Cash Management, or as may be named otherwise, entered into by the Applicant in the form prescribed by the Bank.

“**Banking Day**” means a day (other than a Saturday and Sunday) on which the Bank is open for general business pursuant to the announcement of the Bank of Thailand.

1. **Use of the Service via KRUNGSRI CashLink**
	1. The Applicant may use the Service by submitting the Instruction via KRUNGSRI CashLink, which is the Bank’s internet banking service provided through the Bank’s website, application, or any other channels prescribed by the Bank. In order to submit the Instruction, the Applicant must enter User ID and password, including any other codes required to log in to the system, such as company code, one-time password (OTP), token code, fingerprint, face or other biometric data, according to the procedures, methods and conditions for the use of the Service as stipulated by the Bank.
	2. The Applicant may change the password by itself at any time during the period of the Service by following the procedures and methods determined by the Bank. In this regard, the Applicant agrees that the latest password shall become the applicable password for the Service which shall be binding upon the Applicant in all respects.
	3. The Applicant agrees to keep the User ID and password, as well as any other codes used for logging in to the system, in confidence and shall not disclose the same to any other person, including the Bank, save for system administrators and system users assigned by the Applicant to have the right to use the Service. The Applicant shall procure that such system administrators and system users maintain the aforementioned codes for the Applicant’s interest. The Applicant further agrees to be responsible for the use of the Service via electronic system, which includes subsequent creation, change or deletion of users. However, if the Applicant believes that any code has been used to access the system by an unauthorized party, the Applicant must notify the Bank immediately through the channels designated by the Bank.
	4. The Applicant acknowledges that, in case incorrect password has been entered exceeding the number of times determined by the Bank, the Applicant may not be able to use the Service until the Applicant or the system administrators resolve the issue in accordance with the procedures and methods prescribed by the Bank.
	5. The Applicant acknowledges that, in the case where the Applicant agrees to use an additional security device, such device shall remain the property of the Bank. The Applicant agrees to maintain such security device, including any related password, in the secure location to prevent access by any person to such device. Such security device must be returned to the Bank immediately upon termination of the Service.
	6. Any software used in the Service is the property of the Bank. The Applicant’s direct use of the software is subject to the Bank’s permission and shall be for the specific purposes indicated herein. The Applicant has no right to edit, alter, reproduce, modify, or adjust the Bank’s software, or allow any person to do so.
2. **Use of the Service via the Applicant’s System [e.g., Application Programming Interface (API) or SFTP (H2H)]**
	1. The Applicant shall, at its own expense, procure, install and maintain computer system and relevant equipment within the Applicant’s environment, including connect the Applicant’s system or application to the Bank’s system for data transmission via the internet network according to procedures, methods and standards prescribed by the Bank.
	2. The Applicant shall correctly connect the system according to procedures and methods for using the Service stipulated by the Bank. The Applicant shall also ensure that the users authorized by the Applicant to use the Service strictly comply with such requirements.
	3. The Applicant shall implement strict security measures for access to the Applicant’s operating system. Such measures shall at least consist of data access control and configuration of an individual’s right to access data, whereby User ID and password must be required for identity verification of the users authorized by the Applicant. The Applicant agrees to exercise due care and control in order to ensure that the authorized users strictly comply with the security procedures prescribed by the Applicant. If the Applicant believes that the password has been used to access the system by any unauthorized party, the Applicant must immediately notify the Bank.
	4. The Applicant acknowledges the risks associated with security of the internet network and shall put in place effective security procedures to safeguard the system from threats, unauthorized access and data theft on the Applicant’s side. The Applicant shall also install a firewall to maintain system security and encrypt the data submitted to the Bank on every occasion in accordance with methods determined by the Bank.
	5. The Applicant undertakes that, in case there is a disruption of the Applicant’s system or application by whatever causes while such system is connecting to the Bank’s system, the Applicant agrees to promptly repair and restore the Applicant’s system to its normal operational status at its own expenses. If any error occurs and causes damage to the Bank, the Applicant agrees to be liable for such damage in the actual amount suffered by the Bank.
	6. The Applicant shall regularly examine and test its security system for access and/or data transmission, as well as do so with respect to the relevant computer systems and/or networks.
3. **General terms and conditions**
	1. The Applicant acknowledges that submission of the Instruction or any other act performed by the Applicant via (a) KRUNGSRI CashLink using User ID, password or any other codes, or (b) the Applicant’s system which requires security key issued by the Bank or password (as the case may be), whether for the purpose of conducting financial transactions, e.g., fund transfer, payment; or conducting non-financial transactions, e.g., balance inquiry, statement inquiry, granting consents for specific matters, such as consent to disclosure of information to National Credit Bureau, consent for marketing communication for products or services, certification of documents, or application for credit facilities or other services, if carried out in accordance with the procedures, methods or conditions prescribed by the Bank under instructions, manuals or documents relating to the use of the Service, the Applicant agrees that such transactions shall be deemed valid and binding upon confirmation by the Applicant and it shall be deemed that the Applicant has affixed electronic signature with the Bank as proof of the transactions executed through the Service without the Applicant having to affix physical signature on any document. The Applicant agrees that the information with respect to such transactions shall be treated as original document which can be regarded as evidence to prove that the Applicant has performed the transactions and may subsequently be used in legal proceedings against the Applicant. The Applicant further agrees to be liable for any such transaction as if it had been performed by the Applicant itself. The Applicant hereby accepts and acknowledges the risks associated with the use of the Service via electronic channels in which the Applicant is able to conduct transactions by itself without having to provide additional documents or proof, regardless of whether the said transactions originate from a third party’s act of bad faith, except in the case where the Applicant has no involvement therein. The Bank shall not be liable for any error, defect or damage which may arise from the Service, and the Applicant shall not assert such matter as a claim and/or use it as evidence in raising any argument or filing a lawsuit against the Bank in any way.
	2. The Applicant agrees and accepts that the Bank is unable to ascertain the identity of any person logging in to the electronic system with the Applicant’s User ID and password or other codes whether such person is the Applicant or the person authorized by the Applicant or not. The Applicant agrees to be responsible for any transaction carried out by the Bank according to the Instruction it receives under the Applicant’s User ID and password or any other codes required for log-in.
	3. The Applicant agrees that the Bank is under no obligation to verify the accuracy and authenticity of any Instruction or information received from the Applicant.
	4. In order to use the Service, the Applicant agrees to be responsible for providing information regarding the transactions, e.g., information of transferee, payee, recipient and transaction amount. In case of a transfer service to be executed as per payment information received from a government agency or state-owned enterprise, the Applicant shall verify and ensure that such payment information is accurate before submitting the Instruction to the Bank. In this regard, the Applicant agrees that the information submitted to the Bank by the Applicant [and/or by any person appointed or assigned by the Applicant to act for and on behalf of the Applicant, such as FinNet Innovation Network Co., Ltd. (\*in case the Applicant is a securities company participating in Payment System for Capital Market)], shall be deemed accurate and the Bank is not obliged to verify the accuracy of such information in any way. In case of dispute regarding the accuracy of information, or if it appears later that such information is inaccurate and the Bank has already transferred the funds to the recipient’s account, the Applicant agrees to contact or demand a return of such funds from the recipient directly. If any damage has occurred as a result of the Bank’s taking any actions according to the information provided by the Applicant, the Applicant agrees to indemnify the Bank against any and all damages suffered by the Bank, unless such damage is caused by the Bank’s gross negligence or willful misconduct, or in the case where the Applicant has not involved in any act of bad faith.
	5. The Applicant may instruct the Bank to suspend a scheduled fund transfer or bill payment according to the procedures and methods stipulated by the Bank, and the Bank shall proceed as instructed without delay, except where it is operationally impossible to do so. In such case, the Bank shall notify the Applicant accordingly. The Bank shall be liable to the Applicant if the Bank fails to suspend the scheduled fund transfer or bill payment within the period specified in this clause and the fund transfer or bill payment has been processed successfully. In this regard, the Applicant shall remain responsible for any transaction concluded prior to the Bank completing suspension of the respective fund transfer or bill payment.
	6. The Applicant agrees to examine the result of each transaction carried out through the Service under this Main Agreement and agrees to prepare other relevant and necessary documents upon the Bank’s request.
	7. In the event that the Applicant requests the Bank to issue a withholding tax certificate and submit relevant information including the tax withheld to the Revenue Department on the Applicant’s behalf, the Applicant agrees to prepare and submit all documents related and necessary for the use of such Service as stipulated by the Bank.
	8. The Applicant may avail the following Services of Statement Inquiry by following the procedures and methods prescribed by the Bank:
		* Statement Inquiry via KRUNGSRI CashLink, whereby the Applicant may view or download daily bank statements, previous bank statements and account summary.
		* Statement Inquiry via the Applicant’s system, comprising:
			+ Statement Inquiry, whereby the Applicant may view or download daily bank statements or previous bank statements;
			+ Push Statement (notification of account movement) via the channels requested by the Applicant;
			+ Last Balance Inquiry for individual accounts and groups of accounts; and
			+ Scheduled Statement via the channels requested by the Applicant.
	9. In the event that the Applicant wishes to use an add-on Service of beneficiary notification (e.g., pre-advice or post-advice), the Applicant shall provide the information necessary for the provision of such Service as required by the Bank upon sending the Bank the relevant fund transfer Instruction.
	10. The Applicant agrees and acknowledges that the Bank shall provide the Service as specified herein according to the Instruction given by the Applicant and/or any other person appointed or assigned by the Applicant to act for and on behalf of it, such as FinNet Innovation Network Co., Ltd. [\*in case the Applicant is a securities company participating in Payment System for Capital Market], except in the following cases: (a) the Bank’s provision of Service is contrary to rules, regulations, orders, provisions of law or the Bank’s operational procedures; (b) the Applicant’s Instruction does not contain sufficient information or is not compliant with the form prescribed by the Bank, or the Applicant fails to prepare or submit the documents relevant and necessary for the transactions as requested by the Bank; (c) the Applicant does not have credit line with the Bank, or the credit line has been suspended, or the fund transfer transaction will cause the account balance to exceed the credit line agreed with the Bank; (d) the Applicant’s Deposit Account or the recipient’s deposit account has been suspended or cancelled; (e) the available balance in the Applicant’s Deposit Account is insufficient to cover any transaction; (f) the Applicant breaches the Bank’s term and conditions or agreements, or is subject to legal action; (g) any system related to the provision of the Service fails, has been disrupted, is under repair or temporarily suspended, and the Bank has notified the Applicant of such disruption in advance or in the course of the transaction; or (h) in the occurrence of force majeure events or other circumstances beyond the Bank’s control.
	11. In the event that the Applicant has submitted the Instruction to the Bank in error and wishes to cancel or modify such Instruction, the Applicant shall immediately notify the Bank. The Bank shall exercise its best effort to assist the Applicant. However, in case the Bank has completely executed such erroneous Instruction in good faith and hence not being able to cancel or modify such Instruction, the Applicant agrees to be responsible for the transactions processed in accordance with the Instruction received which could not be cancelled or modified.
	12. In the event that computer systems or communication systems of the Bank, the Applicant, internet service providers, or mobile operators, or electrical systems, telecommunication systems or any other systems related to the provision of the Service fail, have been disrupted, are under repair or temporarily closed for maintenance, causing the Applicant to be unable to use the Service, the Applicant agrees not to raise any such incident as a ground for making any claim against the Bank.
	13. The Applicant agrees to pay fees and expenses arising in connection with the use of the Service hereunder at the rates specified in the Service Application, regardless of whether the Bank has successfully proceeded as instructed by the Applicant, as well as any fees specified in the attachment hereto (if any). The Applicant agrees and authorizes the Bank to, without prior notice, deduct the fund from the Applicant’s Deposit Account, or from any other accounts subsequently added or changed by the Applicant, or from the amount transferred to the recipient’s deposit account in case such fees are borne by the recipient, for payment of such fees and expenses to the Bank in advance at the date and time prescribed by the Bank. In addition, the Applicant and the Bank may agree on other methods to settle the payment of the said fees and expenses. If there is no available balance or insufficient balance in the Applicant’s Deposit Account to cover such fees or for the Bank to render the Service at any time, the Bank reserves the right not to provide the Service on such occasion as it deems appropriate.
	14. The Applicant agrees and authorizes the Bank to set off the credit balance in any deposit account maintained by the Applicant with the Bank against any fees and/or expenses incurred in connection with the provision of the Service hereunder. In such case, the Bank shall further notify the Applicant of such set-off within a reasonable period. The Applicant agrees that this Main Agreement shall be deemed complete evidence of any deduction or withdrawal made to the Applicant’s deposit accounts without the Bank having to provide any other evidence thereof to the Applicant.
	15. The Bank will notify the Applicant of transaction result after the transaction has been carried out. The Applicant may view or examine a report on financial transactions according to the procedures and methods prescribed by the Bank. The Applicant accepts that any record, proof or other documents prepared by the Bank as a result of the Applicant’s use of the Service shall be deemed correct and accurate and can be asserted against the Applicant as evidence to lawfully prove any obligation, deduction and/or transfer of funds and/or the use of Service in good faith, regardless of the fact that such information are retained and/or collected in electronic or any other forms.
	16. In case any error is discovered or the Applicant has any question with respect to the Service, the Applicant shall promptly notify the Bank through a customer service officer at telephone no. 02-626-2626 or via cmssupport@krungsri.com during normal business hours on a Banking Day, or through other channels designated by the Bank. In doing so, the Applicant shall provide the Bank with at least the following information: (1) date and time of the transaction, (2) account numbers of the Applicant and any person involved, (3) type of Service, (4) amount of funds transferred to or from the account, (5) name and contact information of the Applicant and the informant, (6) the error occurred, and (7) reference number (if any), and/or any other relevant information as deemed appropriate.
	17. After the Bank has been informed of any error or question with respect to the Service from the Applicant, the Bank will investigate the error based on the report which is deemed evidence of the Bank, together with the Applicant’s Deposit Account. The Bank shall perform the investigation and report the progress, including explain its procedures and notify the Applicant of the time frame for resolution of error within seven (7) days from the date the Bank receives the information.
	18. If the investigation result indicates that the error has occurred, the Applicant agrees and authorizes the Bank to rectify the erroneous transaction without raising any objection or dispute against the Bank. If the Bank is required to deduct the funds from the Applicant’s Deposit Account to rectify such error, the Bank shall notify the Applicant of such action within a reasonable period. If the Bank finds any error for which the Bank shall reimburse the Applicant, the Bank shall transfer the relevant amount to the Applicant, together with default interest at the rate prescribed by law calculated as from the date on which the Bank has debited the said amount from the Applicant’s Deposit Account. However, if it appears that, at the time of rectification, the Applicant’s Deposit Account has insufficient remaining balance for the Bank to carry out the transfer or debit, the Bank will notify the Applicant thereof and will not debit any fund from the Applicant’s Deposit Account which has insufficient balance for the rectification as mentioned in this clause.
	19. The Applicant agrees and consents that the Bank shall have the right to amend or modify the terms and conditions of this Service, or change, add or reduce any particular Service, or cancel the entire Service at any time by providing the Applicant with a thirty (30) days’ advance notice via the Bank’s appropriate communication channels (e.g., a notice posted on the Bank’s website or in the Bank’s place of business or via other channels). To the extent necessary for preventing fraud or rectifying any default on payments, or breach of any agreements or terms and conditions with the Bank, the Bank may later provide the Applicant with a notice of such change or such course of action within a reasonable period of time. In case such amendment or modification results in the Applicant paying more expenses or bearing additional responsibilities, the Applicant acknowledges that the Applicant may terminate the Service.
	20. The Applicant agrees and acknowledges that this Main Agreement including any and all Service Applications or attachments entered into by the Applicant shall be effective from the date of execution by the Applicant until either party terminates it in writing by giving no less than thirty (30) days’ advance notice prior to the effective date of termination. Upon termination of the Main Agreement, all Service Applications and attachments shall be deemed to have been terminated.
	21. The Applicant consents the Bank to disclose, exchange with, transmit and/or transfer personal information related to the Applicant or any other information provided by the Applicant to the Bank for the purpose of applying for the Service or in the course of performing the transactions to the Bank’s financial business group, data processors, third-party service providers, agents, subcontractors and/or co-branding business partners, where it is necessary for the Bank to disclose such information in order to enable the Bank to provide the Service; as well as for the purpose of performing risk assessment on the Applicant; for the purpose of preventing or detecting fraud and investigating potential fraudulent transactions; for the purpose of improving the Bank’s services or products; for the purpose of communicating with the Applicant regarding the Service; for the purpose of supporting the Bank’s service operation; for the benefit of debt collection process; for the benefit of data processing; and for investigating payment or deposit/withdrawal/transfer transactions.
	22. The Applicant acknowledges that the Bank shall maintain the information obtained from the Applicant and other relevant persons in the course of providing the Service under the Main Application, Service Applications including each attachment in confidence. In the event that any law, notification or regulation issued by any government agency requires the Bank to disclose any information or financial transactions of the Applicant or any customer of the Applicant to the competent officers or government agencies, upon request by any such authorities, the Applicant agrees and consents the Bank to disclose the said information and/or provide a report of the Applicant’s financial transactions to such officers or agencies in all respects.
	23. All correspondences, letters and notices sent by the Bank shall be deemed to have been duly delivered to the Applicant if sent by mail or electronic email (email) to the most recent address provided by the Applicant to the Bank. The Applicant is obliged to notify the Bank in writing immediately upon any change to its address.
	24. Where the Applicant has provided to the Bank personal data of any other person: (a) the Applicant undertakes to verify the accuracy and completeness of such person’s personal data provided by the Applicant to the Bank, and to notify the Bank of any change to the personal data provided; (b) the Applicant warrants that the Applicant has obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws; (c) the Applicant warrants that the Applicant has informed such person of the Bank’s Privacy Notice; (d) the Applicant warrants that the Bank can lawfully collect, use, and further disclose and/or transfer such personal data for the purposes set out in the Bank’s Privacy Notice (as may be amended from time to time), including the purposes set out in this Main Agreement, as well as any Service Application and/or attachment.
	25. The Applicant shall, and shall procure that any relevant persons, comply with the Anti-Money Laundering Act, B.E. 2542 to the extent related to the Bank’s provision of the Service hereunder and under each Service Application. In this regard, the Applicant agrees to cooperate with the Bank and/or sign, deliver, or cause to be delivered, any document or evidence as prescribed by laws or as reasonably requested by the Bank.
	26. The Applicant agrees and acknowledges that the Bank may modify operating systems related to the provision of the Service at any time in order to comply with the rules or regulations announced by the Bank of Thailand or government agencies, provided that such modification does not materially affect the rights and obligations between the Bank and the Applicant. Such modification shall take effect only upon the Bank having given the Applicant a written notice thereof.
	27. If any provision of this Main Agreement, or in any of the Service Applications or attachments is invalid or unenforceable under any law, the validity and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby, unless such invalidity or unenforceability renders the provision of the Service by the Bank under the Main Agreement, Service Applications or attachments impossible or useless, in which case the remaining provisions thereof shall also become null and void.
	28. The Applicant agrees that this Main Application shall be enforced and construed in accordance with the laws and commercial practices of Thailand. Other matters not prescribed herein shall be implemented in accordance with the Bank’s general banking practices.

The Applicant has thoroughly read and understood the contents of this Main Agreement and agrees to be bound by and comply with terms and conditions set out herein in all respects.

Signed Applicant

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For more details about the Bank’s Privacy Notice, please visit <http://www.krungsri.com/pdpa/privacy-notice-en> or scan QR code

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| **For Bank Use Only** |
| To be signed by the bank officer authorized to perform signature verification Signature verified as true and correct The Bank cannot proceed because ………………………………………………………………………  Signed……………………………………… (Verifier) Branch Code/Section………………..………… ( ) Date ………………………………….**Note:** For application of SME Package through [www.Krungsri.com](http://www.Krungsri.com), the Applicant’s signature must always be verified by the Bank’s authorized officer. |
| For BAY RepresentativeName-Surname: …………………………………… Branch Code/Section: ………………………………………………………………………… |