

Terms and Conditions of Service for the MAAI by KTC Application

These Terms and Conditions of Service for the MAAI by KTC Application (the “**Terms and Conditions of Service**”) constitute an agreement between Krungthai Card Public Company Limited (“**KTC**”) and any individual who wishes to use the MAAI by KTC Application (the “**Member**”) for the purpose of transferring reward points that the Member holds with KTC or with KTC’s business partners into MAAI Point and/or other reward points, and/or redeeming e-Coupon, products/services, or privileges from KTC’s business partners (each a “**Business Partner**”) and/or KTC’s merchant members (each a “**Merchant Member**”) that participate in sales promotions or privilege programs. The Member is responsible for thoroughly understanding these Terms and Conditions of Service before using the MAAI by KTC Application and must review them regularly. The Member agrees to be bound by these Terms and Conditions of Service, both as they currently stand and as they may be revised, amended, and/or supplemented in the future. Any such revised, amended, and/or supplemented terms and conditions shall be deemed part of these Terms and Conditions of Service.

1. Definitions

Unless the context expressly requires otherwise, the following terms shall have the meanings set out below:

MAAI by KTC Application	means	an application that provides the Member with services for managing reward points, namely MAAI Point and/or any other reward points of Business Partners, including without limitation the transfer of points between MAAI Point and other reward points and/or the redemption of MAAI Point for e-Coupon, products/services, or other privileges, subject to the terms and conditions set by the Business Partner, the Merchant Member, and/or KTC. To use the MAAI by KTC Application, the Member must install it on the Member’s Mobile Device in accordance with the conditions set by KTC.
OTP or One Time Password	means	a single-use password issued by KTC to the Member for security purposes, used to verify and confirm account ownership when registering for the MAAI by KTC Application and to certify or confirm any transaction on the MAAI by KTC Application, as specified by KTC.
PIN	means	a personal identification code set by the Member when registering for the MAAI by KTC Application, used as a password to authenticate the Member’s identity for access to the MAAI by KTC Application and to certify or confirm any transaction on the MAAI by KTC Application, as specified by KTC.
MAAI Point	means	the reward point used in the MAAI by KTC Application. The Member may obtain MAAI Point by transferring other reward points into MAAI Point, by earning MAAI Point from activities, or by receiving MAAI Point from a Business Partner. The Member may transfer MAAI Point into other reward points and/or redeem MAAI Point for e-Coupon, products/services, or other privileges on the MAAI by KTC Application, subject to the terms and conditions set by the Business Partner, the Merchant Member, and/or KTC.
Partner Point	means	any reward point other than MAAI Point, whether issued or managed by KTC and/or by a Business Partner.
e-Coupon	means	any product/service or privilege in the form of an electronic coupon that KTC, a Business Partner, or a Merchant Member makes available to the Member for redemption using MAAI Point, subject to the terms and conditions set by the Business Partner, the Merchant Member, and/or KTC.
Point Redemption	means	the redemption of MAAI Point for e-Coupon, products/services, or other privileges, subject to the terms and conditions set by the Business Partner, the Merchant Member, and/or KTC.
Point Transfer	means	the transfer of points between MAAI Point and Partner Point through the MAAI by KTC Application or any other channel, subject to the terms and conditions set by KTC.

Mobile Device means a mobile phone or any other electronic device designated by KTC as supporting the installation and use of the MAAI by KTC Application.

2. General Terms and Conditions

- 2.1. The Member may register to use the MAAI by KTC Application on a Mobile Device by providing the Member's name and surname, identification number ("ID No."), passport number ("Passport No.") (for non-Thai nationals only), together with the Member's mobile phone number. KTC will then verify and confirm the Member's identity for registration by sending an OTP to the mobile phone number provided. The Member must set a PIN to authenticate the Member's identity when logging in to the MAAI by KTC Application, or use any other authentication factor that KTC may specify in the future.

Registration is limited to one Member account per Mobile Device. If the Member changes Mobile Device, the Member may re-login on the new device by entering the registered ID No. and mobile phone number and setting a new PIN. If the Member changes the registered mobile phone number, the Member may contact the KTC Call Center at 02 123 5678.

- 2.2. A Member who has registered for the MAAI by KTC Application by completing all of the steps specified by KTC is deemed to have agreed to comply with and be bound by these Terms and Conditions of Service in all respects, including any subsequent amendment, revision, or supplement.
- 2.3. The Member agrees that all terms and conditions, as well as any transaction, instruction, or acceptance carried out by the Member on the MAAI by KTC Application, whether now existing or arising in the future, shall form part of these Terms and Conditions of Service.
- 2.4. The Member is responsible for maintaining the security of the Mobile Device used to access the MAAI by KTC Application and for keeping confidential all information used to prove and verify the Member's identity, including without limitation the ID No., Passport No., mobile phone number, OTP, PIN, and any other information that the Member provides to KTC for registration, for identity proofing and verification, and/or subsequently for the management of the MAAI by KTC Application. The Member must not disclose such information to any other person and must not allow any other person to use it under any circumstances.
- 2.5. The Member agrees and accepts that any action taken through the MAAI by KTC Application using the Member's personal information as described in clause 2.4, in accordance with the conditions set by KTC, shall be deemed the Member's own action and shall constitute the Member's signature for that transaction and/or use of the MAAI by KTC Application, and is legally binding on the Member in all respects without the need for any further signed evidence. The Member shall be responsible for any consequence arising from such action and/or signature, whether the action was taken by any person and whether or not it was taken with fraudulent intent. In the event of any damage resulting from such action, the Member agrees to be solely responsible for that damage.
- 2.6. KTC is not a manufacturer, distributor, or service provider and has no involvement with the products/services related to the service. Should the Member have any inquiry or complaint regarding the products/services, including without limitation their use, quality, warranty, delivery, defects, exchange or return, or the issuance of a receipt or tax invoice, the Member must contact the Business Partner or Merchant Member that manufactures, distributes, and/or owns the relevant product/service directly.
- 2.7. If the Member submits a complaint regarding the use of the MAAI by KTC Application, KTC will investigate and report on the progress, including an explanation of the steps to be taken to resolve the issue, within seven (7) business days from the date KTC receives the complaint from the Member.
- 2.8. KTC reserves the right to grant, cancel, revoke, or recall reward points, e-Coupon, products/services, or privileges obtained through the use of MAAI Point, in whole or in part, and to claim compensation for damages (if any), where KTC detects: any Point Transfer and/or Point Redemption carried out in bad faith, dishonestly, or fraudulently in order to obtain MAAI Point, Partner Point, e-Coupon, products/services, or privileges; any Point Transfer and/or Point Redemption for commercial trading purposes; any breach of the specified conditions; or any use of reward points contrary to their intended purpose of personal consumption.
- 2.9. To provide and facilitate its services to the Member, the MAAI by KTC Application may link to applications or websites of Business Partners, Merchant Members, or other third parties. KTC cannot guarantee the accuracy, completeness, or currency of the information appearing on those applications or websites, which is beyond KTC's control.
- 2.10. KTC may assign its rights and obligations relating to the MAAI by KTC Application service to any other person without the Member's consent, provided that such assignment does not affect the Member's rights and obligations existing as at the date of assignment.

3. Terms and Conditions for Point Transfer, Point Redemption, and MAAI Point Obtained from Activities or Other Channels

- 3.1. The Member may transfer MAAI Point into Partner Point and/or transfer Partner Point into MAAI Point and/or redeem MAAI Point for e-Coupon, products/services, or other privileges through the MAAI by KTC Application, subject to the terms, conditions, and discretion of the Business Partner, the Merchant Member, and/or KTC. Once the Member has completed a point transfer, the transaction cannot be cancelled or changed, and the MAAI Point cannot be refunded, under any circumstances. The Member must therefore check the conditions for transferring and/or redeeming points on the MAAI by KTC Application and through the Business Partner's channels each time before carrying out the transfer and/or redemption.

If the Member is unable to transfer Partner Point into MAAI Point, that amount of points will be returned to the Member's reward point account held with the relevant Business Partner, under the Member ID provided by the Member.

- 3.2. MAAI Point obtained from transferring Partner Point into MAAI Point, or from a sales promotion granted by a Business Partner, is valid for two (2) years from the date the Member successfully completes the transfer or the date the points are received, and will expire on 31 December of the second calendar year. MAAI Point obtained from other activities or channels may have a different validity period, as specified in the conditions of each activity. For MAAI Point obtained through any channel or activity, KTC reserves the right to change its validity period, conditions, and details as KTC sees fit, and KTC will notify the Member through the KTC website or another appropriate channel.
- 3.3. The transfer ratio between MAAI Point and Partner Point will be published in the MAAI by KTC Application and may change in accordance with the conditions set by KTC and the Business Partner. The Member must check the transfer and/or redemption ratio each time before making any transfer.
- 3.4. When the Member successfully transfers MAAI Point into Partner Point, or redeems MAAI Point for e-Coupon, products/services, or other privileges through the MAAI by KTC Application, the corresponding number of MAAI Point will be automatically deducted in the MAAI by KTC Application. MAAI Point cannot be redeemed, exchanged, or converted into cash.
- 3.5. To transfer points, the Member must be the same person as the holder of the Business Partner reward point account; that is, the Member must use the same ID No., mobile phone number, or member number (as applicable) for both the registration of the MAAI by KTC Application and the Business Partner reward point account.
- 3.6. To transfer points between MAAI Point and Partner Point and/or to redeem MAAI Point for e-Coupon, products/services, or other privileges through the MAAI by KTC Application, the Member must hold sufficient MAAI Point in the MAAI by KTC Application as required by the applicable conditions.
- 3.7. KTC reserves the right to change the conditions of MAAI Point, point transfers, and point redemption activities, including the conditions of any e-Coupon that the Member has already redeemed but not yet used. If such a change results in the Member being unable to use the MAAI Point or e-Coupon before its expiry date, the Member is deemed to have wholly waived the right to use that MAAI Point or e-Coupon, and the Member may not assert that right, request a change to the expiry date, or cancel any transaction, nor may the Member claim or receive any compensation.

4. Terms and Conditions for Partner Point or e-Coupon

- 4.1. Partner Point and/or e-Coupon may be used to redeem products/services and/or discounts with a Business Partner or Merchant Member, subject to the specified conditions, and may not be exchanged or converted into cash.
- 4.2. The Member must notify the staff or representative of the Business Partner or Merchant Member before each use of an e-Coupon, and must activate the e-Coupon in front of that staff or representative in order to receive the product/service and/or privilege. KTC reserves the right to refuse any e-Coupon presented from a screen capture of a phone, mobile device, or computer screen, or from a photograph, in all cases.

Once the use of an e-Coupon has been confirmed, if the Member does not use it in accordance with the specified conditions, the Member is deemed to have waived the right, and KTC reserves the right not to provide any compensation in all cases.

- 4.3. KTC is not involved in, and is not responsible for, any damage, loss, delay, and/or any other cause arising from the use of Partner Point, e-Coupon, or the products/services of a Business Partner and/or Merchant Member.
- 4.4. Any conditions not specified in these Terms and Conditions of Service shall be as determined by the Business Partner and/or Merchant Member. The Member is responsible for checking those conditions each time before using any Partner Point and/or e-Coupon.

5. Member's Warranties

- 5.1. The Member warrants that the Member will not use the MAAI by KTC Application for any purpose other than the services provided by KTC.
- 5.2. The Member warrants that all statements and/or information provided to KTC when registering for the MAAI by KTC Application are accurate and true in all respects. The Member agrees and accepts that if KTC finds that any statement and/or information provided by the Member is inaccurate or untrue, or that the Member has concealed information, falsified any statement and/or information, or impersonated any person (whether or not that person consents) in using the MAAI by KTC Application, or that the Member has breached any condition of these Terms and Conditions of Service, KTC has the right to suspend, reject, and/or cancel any or all of the services on the MAAI by KTC Application immediately and without prior notice. KTC further reserves the right not to assume any liability under the law on personal data protection or any other law. In such case, the Member shall compensate KTC and/or any third party for all damage, whether or not the Member acted with fraudulent intent.

6. Disclaimer of KTC

- 6.1. The Member agrees and accepts that KTC shall not be responsible for any error, service disruption, loss, or damage arising from any of the following:
 - (a) any loss of or damage to information on the Member's Mobile Device, whether directly or indirectly, arising from the use of the MAAI by KTC Application;
 - (b) the Member's downloading and installation of the MAAI by KTC Application on a Mobile Device that has been modified in any way that may create a risk to the Member's own use, such as by jailbreaking, rooting, or unlocking;
 - (c) any malfunction, ongoing repair, or temporary shutdown for maintenance of the computer system or communication system of KTC, the Member, the internet service provider, the mobile network operator, the electrical system, the telecommunications system, or any other system related to the MAAI by KTC Application service, which prevents the Member from using the MAAI by KTC Application, in which case the Member agrees not to raise any such disruption as a claim against KTC;
 - (d) any error, defect, delay, and/or damage arising from the process of sending or receiving data via the Member's Mobile Device, the mobile network, or the internet service; or any damage arising from the Member's Mobile Device, the mobile network system, or the internet service provider, from attacks by third parties, from force majeure, or from any other cause beyond KTC's control;
 - (e) the lack of security of the Member's Mobile Device and/or of the Member's own storage of identity verification information;
 - (f) any provision of law, regulation, court order, or order of a government authority that may affect the use or provision of the service, or KTC's compliance with these Terms and Conditions of Service;
 - (g) the Member's breach of any condition of these Terms and Conditions of Service.

7. Processing of Personal Data

The Member agrees and acknowledges that KTC may collect, use, or disclose the Member's personal data, including without limitation the Member's name and surname, ID No., Passport No., mobile phone number, email address, and service usage behavior, which the Member has provided to KTC and/or which is in KTC's possession and/or which KTC has lawfully received or collected from other sources, to Business Partners, Merchant Members, and/or any other person with whom KTC has a legal relationship or to whom KTC has a legal duty to disclose, as well as to any individual or juristic person that processes personal data on KTC's behalf. Such processing is for the purposes of considering the application to use the MAAI by KTC Application, identity proofing and verification, providing the service, providing support, handling inquiries, sending news and information, compiling statistics, conducting research and data analysis to improve the service, granting privileges related to the service that may benefit the Member or enable the Member to receive a better service, fraud prevention and security, and any other activity related to the provision of the MAAI by KTC Application service. The Member has read and understood the details of the personal data processing activities and the rights available to the Member under KTC's Customer Personal Data Protection Notice and Policy, as set out at www.ktc.co.th/pdpa.

8. Translated Terms and Conditions

Any translation of these Terms and Conditions of Service, into any language, is provided solely for the Member's convenience and is not intended to modify any provision of these Terms and Conditions of Service. In the event of any conflict between the Thai version and a version in any language other than Thai, the Thai version shall prevail.

9. Governing Law

These Terms and Conditions of Service shall be governed by and construed in accordance with the laws of the Kingdom of Thailand, without regard to its conflict of laws provisions.

10. Severability

If any provision or condition of these Terms and Conditions of Service is or becomes void or unenforceable under any law, the remaining valid provisions and conditions of these Terms and Conditions of Service shall be severed from the void or unenforceable part and shall continue in full force and effect.

11. No Waiver

KTC's failure to enforce any provision or condition of these Terms and Conditions of Service shall not affect KTC's right to enforce that provision or condition at a later time. Any waiver by KTC of a breach by the Member of any provision or condition shall not be construed as a waiver of any subsequent breach of the same provision or condition, or as a waiver of any other provision or condition.