

Terms and Conditions

XSpring Asset Management Company Limited

These Terms and Conditions (“**Terms and Conditions**”) constituted the agreement between XSpring Asset Management Company Limited (“**XAM**”) and the customer/client that using services through this website and/or application, including the amended version in the future (if any), as following:

1. The Service User accepts and agrees that XAM is able to use the original copy of the mutual fund account opening application form and relevant supporting documents all previously signed by the Service User, including electronic signature. In the event that XAM uses the copy of the aforesaid documents (hard copy, copy in the form of scanned information or copy stored in any other electronic format) or in text file format, the Service User agrees that such copy is legally enforceable and binding upon the Service User as if they are the original documents.
2. The Service User represents and confirms that the information provided in the mutual fund account opening application form and relevant supporting documents, the customer risk profile and/or the questionnaire prepared by XAM from time to time, are truthful, complete, and up-to-date. Should there be any changes to such information in the future, the Service User agrees to notify XAM without delay, in a written form or in any other form acceptable to XAM. In case any subsequent contact is made by XAM to the Service User by using the method as specified in Clause 10 for the purpose of confirming or updating the aforementioned information and the Service User fails to notify the changes or does not respond in accordance with the method and within the period of time prescribed by XAM, the Service User accepts and agrees that XAM may use the latest existing information as the up-to-date information of the Service User.
3. The Service User accepts and agrees to XAM for the collecting, using, and/or disclosing, including sending or transferring outside Thailand (hereinafter called “**Processing**”), personal data on the information in relation to the Service User’s mutual fund account that the Service user has with XAM to the following persons. XAM will procure with the Processing of personal data to the extent necessary to achieve purposes which have been notified to the Service User as data subject.
 - (1) A person relating to the operation or investment of XAM or the fund, such as affiliate(s) of XAM, fund manager, and/or XAM which the fund, assets, or the juristic person that the mutual fund invested in is situated outside Thailand (if any);
 - (2) Any state authority, regulatory body, international organization, Exchange or self-regulated organization both in Thailand and overseas (if any); and
 - (3) Any other authorities, public and private both in Thailand and overseas (if any) deems necessary in order to achieve the Service User’s investment goals.
4. The Service User acknowledges that in an event the Service User fails to comply with the requirement of XAM or the fund, or in an event where XAM or the fund fails to procure with the Processing of personal data, which such failure is not attributable to XAM or the fund, such as the delivery of information and document for the compliance under the both domestic and foreign laws, including terms under the fund prospectus and conditions for the mutual fund account opening, the Service User agrees that XAM may suspend any services related to the Service User’s mutual fund account including the closing of the Service User’s mutual fund account, and/or proceeding with the redemption of investment units for the closing of the Service User’s mutual fund account. The Service User agrees not to demand/claim for any damages arising thereof from XAM.

5. The Service User acknowledges and agrees that XAM reserves the right not to approve or accept the mutual fund account opening application form or not to proceed with any transaction of the Service User in whole or in part without having to provide any reason to the Service User and the decision of XAM is deemed final. In this regard, the right reservation pursuant to the terms of service, the duty of XAM specified in the fund prospectus and other conditions and terms prescribed by XAM shall be included.
6. XAM reserves the right to refuse the approval for opening investment account of the Service User if it is found that the Service User is in a state of bankruptcy, has a court order for property guardianship in a bankruptcy case, is under the process of business rehabilitation, or is subject to any order from the Legal Execution Department (LED) that is significant to investments in any securities or assets. In addition, XAM has the right to close any previously opened investment accounts of the Service User if the aforesaid conditions are discovered later, without prior notice to the Service User.
7. In an event that the distributor sends a subscription/redemption/switching order “order form” of the Service User to XAM through this website and/or application or the Service User sends a subscription/redemption/switching order through the system of this website and/or application, the Service user agrees that the information on the order received by XAM from such proceeding is binding upon the Service User as if the Service User has signed and sent such “order form” to XAM and shall constitute a complete and correct evidence and is admissible in all respect, which can be used as a reference to the transaction conducted by the Service User.
8. The Service User confirms that the Service User had acknowledged and studied the fund prospectus and fact sheet and/or the investment handbook of the SSF, SSFX, RMF prior to the investment, including the information and warning as follows:
 - (1) The warning and general information of the fund to be invested in, such as characteristic, risk, fees, and liquidity of the fund;
 - (2) The investment in investment units is not cash-deposit and there are investment risks involved. The Service User may earn a larger or smaller sum than the original principal invested and proceeds from redemption may not be paid within the prescribed period. Furthermore, investment unit may not be redeemed as instructed;
 - (3) The provision of information which are truthful to the fact and up-to-date would be beneficial to the advice to be received by the Service User; and
 - (4) The Asset Management Company is not tax advisor, therefore, the Service User has the duty to study the conditions and tax benefit as prescribed by the Revenue Department, and the duty to examine the conditions of its tax benefit itself. Moreover, the Service User is not permitted to distribute, sell, transfer, pledge or place as security, the investment unit of the SSF, SSFX, RMF, and LTF invested prior to 1 January 2020.
9. The Service User agrees to comply with the guidelines, methods, or conditions set by XAM in the additional terms, including the documents and various manuals shown on the website and/or this application. XAM may modify such guidelines, methods, or conditions without obtaining prior consent from the Service User. XAM may notify the Service User of such modifications via the email that the Service User provided to XAM or may inform the Service User of the modifications through this website and/or application. The Service User agrees to abide by the guidelines, methods, or conditions that XAM has modified in all aspect, considering the additional terms and documents as part of these Terms and Conditions.

10. The Service User acknowledges and agrees that the Service User will be able to use financial services and/or engage in transactions related to the services and/or products of each type provided by XAM through this website and/or application only when the Service User has accessed or signed the related terms and conditions regarding the relevant service or product and/or performed any other actions as specified by XAM. In this regard, the aforesaid terms and conditions shall be considered as part of these Terms and Conditions.
11. For any communication, contact, letter and/or notice and/or any other documents or information to be made/sent to the Service User, XAM may use various means be it via telephone, facsimile, SMS, email, registered or unregistered mail, physical delivery, applications, online social media (such as LINE, WhatsApp, Messenger or Facebook) or any other communication methods. In the event information is sent via telephone number, facsimile number or email address specified in the mutual fund account opening application form or as latest changes notified in writing to XAM or via application downloaded by the Service User or disseminated on an online social media followed by or subscribed to by the Service User, it shall be deemed that the information has been duly sent to the Service User regardless of whether the information has been received by the Service User or other person or whether the information has been read.

In the event that the information cannot be sent because the Service User changes his/her domicile or address, or his/her domicile has been demolished without any notification of such change or demolition in writing to XAM, or because the telephone number facsimile number, email address or address last notified by the Service User in writing is incorrect or not updated, the Service User shall be deemed to have duly received and acknowledged the letter, notice information or any other document sent from XAM. The Service User can contact XAM via the following information:

XSpring Asset Management Company Limited

Address: No. 59 Siri Campus, Building D, 2nd Floors, Soi Rim Khlong Phra Khanong, Phra Khanong Nuea, Watthana, Bangkok 10110

Telephone: (+66)2-030-3730

Email: customercare@xspringam.com

12. In order for XAM (including all funds under the management of asset management companies), distributor and persons relating to the fund to be able to comply with their duty under the relevant domestic and foreign laws (including FATCA, the law on anti-money laundering and the law on the prevention and suppression of financial support to terrorism) and to reduce the procedure for the submission of documents, agreement on the duty of the Service User, any information, confirmation and consent related to self-identification and disclosure of information/withholding tax (including FATCA Form and documents referred to in FATCA Form) by the Service User (hereinafter called “**Documents and Information**”) to each of the aforesaid persons subject to the terms and conditions of this mutual fund account opening, in case the Service User gives or will give the Documents and Information to any of the aforesaid persons, the Service user agrees and consents to such persons including their representatives to use such Documents and Information as if the Service User has given such Documents and Information to all the aforesaid persons, and all of such aforesaid persons are entitled to send/use the Documents and Information among themselves. XAM, asset management companies, and/or each of the aforesaid persons reserve the right to subsequently request additional Documents and Information from the Service User.

13. The Service User agrees to be bound by the details as specified in the mutual fund prospectus, the terms and conditions in the subscription/redemption/switching forms, the rules and procedures relevant to the unitholders as well as any terms and conditions for the mutual fund account opening in addition to these Terms and Conditions for the mutual fund account opening form as prescribed by XAM.
14. XAM has prescribed for the personal data protection policy or privacy policy (including as amended, altered, or added in the future) in order to specify the purposes in Processing personal data, including the rights of the Service User as a data subject. In this regard, the Service User agrees to study and acknowledge the personal data protection policy and privacy policy, which is accessible via this website and/or application and has further studied the personal data protection policy and privacy policy of the relevant distributor on such distributor's website.

In case the Service User provides to XAM a personal data of persons other than the Service User's own personal data, the Service User represents to examine the accuracy and completeness of the personal data of other person provided by the Service User to XAM, and notify XAM of any change in the personal data provided (if any).

The Service User has consented or represents that the Service User is able to rely on other legal basis for the collection, use, disclose, and/or the transfer of such person's personal data pursuant to the applicable laws. The Service User represents that the Service User has notified such person of the relevant personal data protection policy or privacy policy pursuant to Clause 13, and the Service User represents that XAM is able to collect, use, disclose, and/or transfer personal data in accordance with the purposes as specified in the relevant personal data protection policy or privacy policy according to Clause 13 which may be amended from time to time, including all purposes as specified in these Terms and Conditions for the mutual fund account opening.

15. The Service User shall thoroughly study the prospectus of each product before making investment decisions. If additional information is needed, the Service User can request product information and inquire about further details from such provider. The Service User should be aware of the risks and the possibility of receiving returns on investments, which may be more or less than the initial investment amount.
16. XAM will not compensate the Service User for any losses or damages arising from the Service User depositing investment units with XAM, whether such investment units were acquired inaccurately or unlawfully, or if they resulted from the Service User transferring investment units to trading accounts that the Service User does not has a legal ownership.
17. XAM will not be liable for any damages, expenses, or losses that may arise from the provision of services through this website and/or application of the service provider, whether directly or indirectly, if such damages arise from users depositing investment units with XAM, whether such investment units were acquired inaccurately or unlawfully, or if they resulted from the Service User transferring investment units to trading accounts that the Service User does not has a legal ownership.
18. The Service User agrees and acknowledges that XAM will not be responsible for any costs, service fees, fees or expenses not arising from the actions specified in these Terms and Conditions or XAM's responsibilities in all cases. The Service User is responsible for such costs, service fees, fees or expenses, and XAM will notify the Service User in advance without delay if XAM becomes aware of any such costs, service fees, fees or expenses that may arise (if possible).
19. Additional terms of the Service User:

- 19.1. The Service User certifies that the information and details provided to the service provider and/or XAM for opening an investment account with XAM is accurate and up-to-date. In the event that XAM approves the Service User to use a particular type of investment service, the Service User agrees to be bound by the terms and conditions set by XAM, including signing the contract in the form and manner specified by XAM. Once XAM agrees to provide investment services to the user, XAM will sign the investment service agreement, including but not limited to electronic signatures as required by law. In the part where XAM is required to sign, XAM will also provide any necessary information deemed appropriate by XAM. It shall be deemed that the investment service agreement, including XAM's signatures, constitutes a single agreement with these Terms and Conditions.
- 19.2. The Service User agrees to allow XAM to fill in the information and details provided by the Service User to the service provider and/or XAM for opening an investment account with XAM into the FundConnex Individual Investor Data Entry Form prepared by the Stock Exchange of Thailand and/or Thailand Securities Depository Company Limited ("**FundConnex Form**") or any other form for the benefit of investing with XAM. The Service User agrees to sign the FundConnex Form and any related documents (if any) according to the criteria, conditions, and methods specified by the service provider.

In addition, the Service User agrees to be bound by the terms and conditions of opening an account, including FundConnex, prepared by the Stock Exchange of Thailand and/or Thailand Securities Depository Company Limited in all respects, including any additional terms and conditions that may be added, amended, or modified in the future.

- 19.3. The Service User agrees that the service provider and/or XAM has the rights to restrict or object any transactions of the Service User with then following criteria and conditions:
- (a) The Service User has not undergone a review of Know-Your-Customer (KYC) information and/or suitability testing, including a Knowledge Test, as per the timeframe specified by XAM;
 - (b) The Service User does not make any transactions with XAM for a consecutive period as specified by XAM; or
 - (c) In the event that XAM is unable to contact the Service User, meaning that documents sent by XAM is returned, reaching the maximum number of attempts as specified by XAM, or electronic documents cannot be delivered to the Service User via email, or any other electronic channels provided by the Service User.