



ADVANCED BANK OF ASIA LTD

# General Terms & Conditions for Online Banking Service

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## ABA ONLINE BANKING SERVICE TERMS AND CONDITIONS

The following Terms and Conditions shall govern the provision of services for Internet Banking for Business (“iBanking for Business”) and Mobile Banking for Business Application (“mBanking for Business”) hereafter together called (“Online Banking service”) service made available to any type of customers of Advance Bank of Asia Ltd (ABA).

The terms and conditions listed in this document do not represent all the terms and conditions under which banking products and services are provided. However, additional conditions may be implied by laws and specific terms and conditions (i.e., Product Specific's Terms and Conditions).

Customer is highly encouraged and instructed to thoroughly review the Specific Terms and Conditions, the General Terms and Conditions governing the use of Account and its facility, hereafter called “Other Terms and Conditions” in conjunction with the General Terms and Conditions for Online Banking service Service, when subscribing to iBanking for Business and mBanking for Business. Customer can find Other Terms and Conditions on ABA’s website and/or in-branch counters.

This Online Banking service General Terms & Conditions shall form an integral part of the ABA’s General Terms and Conditions governing the use of ABA account and its facilities, hereafter called (“General Terms and Conditions”). The definitions used in the Online Banking service General Terms and Conditions shall have the same meanings as described in the General Terms and Conditions; unless otherwise, the context otherwise requires to be differently defined. To the extent that there is any conflict between said terms and conditions, the Specific Terms and Conditions shall prevail.

### 1. DEFINITIONS

The following definitions apply to the Agreement unless otherwise specified in that Agreement:

- 1.1 **"Online Banking service"** Service includes, without limitation, the request and receipt of information concerning any customer bank account including but not limited to deposit account, card account, and any loan account, or other banking facility product and account to viewing account balances and statements; downloading electronic account statements where available; the issue of transaction instructions relating to the payment of utility bills, credit card bills, other third party bills, payroll, local bank transfer(internal transfer) and outward telegraphic transfer (external transfer) of funds to and/or from any account; cheque book request; top up and/or renewal of mobile phone credits and other similar program; and such other transactions, functionality and features that ABA may introduce under Online Banking service solution from time to time.
- 1.2 **"Account"** means all bank accounts, including any account type provided by ABA to customers.
- 1.3 **"Account Statements"** Account statements, confirmations, or advices (the "Account Statements") will be issued to you at the frequency and in the manner advised to you from time to time. It is your responsibility to examine promptly each entry in Account Statement and any accompanying item which you receive or which is made available to you. You must report any irregularities to us in writing immediately after you become aware of them, including any suspected fraudulent, improper or unauthorised activity in respect of your Account. Neither us nor any other affiliates of ours shall be responsible for your reliance on balance, transaction or other information in any Account Statement as such information may be further updated, subsequently corrected or provided to us by a third party.
- 1.4 **"Agent"** means any representative, agent, correspondent bank, courier, vendor, professional adviser, contractor or third-party service provider and "Agents" shall be construed accordingly;
- 1.5 **"Agreement"** means, in respect of each Service, the contract between you and us for the Service, comprising the Solutions and Pricing Proposal (if any) or our authorization/agreement to the proposal made by you as recorded in our Application Form(s) and any other amendments made/proposed by you related to the service and "Agreements" shall also means all such

contracts agreed between you and us. For the avoidance of doubt, any Agreement shall not include any term referred to or set out in any brochure, leaflet and service level agreement;

- 1.6 **"Authorization"** means: (a) an authorization, consent, approval, resolution, license, exemption, filing, notarization, lodgment or registration; or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action;
- 1.7 **"Authorised Person/Signatory"** means any person you designate in writing (including electronically) as having the authority (either singly or jointly, etc.,) to issue any instructions or to act on your behalf under an Agreement or in relation to a Service and/or Account, and "Authorised Person/Signatory" shall include, in respect of an Online Banking service Service, an Authorised User;
- 1.8 **"Authorised User"** means a person who is authorised to access and use an Electronic Banking Service;
- 1.9 "Business Day" means a day on which we are open for general banking business in the Service Location for the relevant Service;
- 1.10 **"Communication"** means any transmission of information including any instruction, demand or notice;
- 1.11 **"Online Banking service Banking Service"** means any electronic service which we provide to enable you to access any other Service, or to transmit any Communication electronically;
- 1.12 **"Intellectual Property Rights"** means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in the future subsist);
- 1.13 **"Other Terms and Conditions"** shall have the meaning set out in the opening paragraph of this document;
- 1.14 **"Paying Bank"** means the Bank who is obliged to pay the beneficiary the amount/sum of monies instructed by one to another party.
- 1.15 **"Base currency"**: refer to USD Currency.
- 1.16 **"Future Date payment"**: Payment which is set by user on the system and will only become effective in future date.
- 1.17 **Authentication Factor**: verification methods used by bank to verify customer authenticity and to allow customer have access to the service.
- 1.18 **"Representative"** means a person's directors, officers, and/or employees;
- 1.19 **"Token Pin"** means any confidential password, security code or other identifier issued by us, directly or indirectly, to access or facilitate access to an Online Banking service Service and "Codes" shall be construed accordingly;
- 1.20 **"Token"** means any device, electronic key, smartcard, procedure, or other thing issued by us, directly or indirectly, to access or facilitate access to an Online Banking service Service and "Security Devices" shall be construed accordingly; the device can be used to gain access to an electronically restricted resource for create and authorize payment;
- 1.21 **"Solutions and Pricing Proposal"** means any solution and pricing proposal (as may be amended and/or supplemented from time to time) from us to you for any service;

- 1.22 **"System"** means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, us in support of and used together with any Online Banking service Service, or update thereto and "Systems" shall be construed accordingly;
- 1.23 **"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty, interest/charges, fines and expenses payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes" shall be construed accordingly; and

## INTERPRETATION

- 1.24 Unless a contrary intention appears, any reference in each Agreement to:
- a) You, your, yours and yourself, customer shall refer to you or the person we have provided or are providing a service to or any other Agreement and, where applicable, all trustees, partners and persons.
  - b) We, us, our and ourselves shall refer to the ABA (including the relevant Representative and Agent) or any other Agreement as the provider of the relevant service;
  - c) A document (including any Agreement) includes any variation or replacement of it;
  - d) Including shall be construed as including without limitation;
  - e) Any instruction and any action to instruct shall also include any request, direction, order, notice and agreement;
  - f) Any invoice shall include a bill and any other commercial document issued by a seller to a buyer indicating (amongst others) the products, quantities and agreed prices for products and services that the seller has already provided the buyer with;
  - g) A provision of law is a reference to that provision as amended or re-enacted;
  - h) Party shall refer to you or us and parties means both you and us;
  - i) A person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes that person's successors in title, permitted assigns and permitted transferee;
  - j) A regulation includes any rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization;
  - k) Vary a document shall also mean to modify, amend, cancel or waive that document;
  - l) The singular includes the plural and vice versa; and
  - m) Any paragraph headings are inserted for convenience only and shall not affect the interpretation of any provision of any Agreement.

## 2. ONLINE BANKING SERVICE SERVICES

Bank may from time to time add other services into the iBanking for Business and/o mBanking for Business. Customer(s) are deemed to accept and agree to the product and service terms and conditions if they are still using the service.

Category	Description
▪ Account Summary	CASA and LOAN Account Inquiry
▪ Account Statement	Download Statement in different format
▪ Own Account Transfer	Transfer within own accounts

▪ Third Party Transfer	Transfer to other accounts within ABA Bank
▪ Local Payment payment or multiple payment	Transfer to other Bank in Cambodia using single
▪ Outward Telegraphic Transfer multiple payment	Transfer to other Oversea using single payment or
▪ Bill Payment	Pay various bills
▪ Trade Finance	Open Letter of Credit and Standby Guarantee
▪ Payroll	Set Up payroll template or import employee list
▪ Cheque Book Management cheque	Request for new cheque book, stop cheque request, status inquiry
▪ Secured Messaging and Bank	Message within iBanking for Business between user
▪ Create Payment Template	Create details template for next payment
▪ Create Beneficiary	Save beneficiary information for next payment
▪ Open Account	Open Fixed Deposit Account
▪ Exchange Rate Viewing and Currency Conversion	Exchange rate and perform currency conversion Inquire
▪ Standing Instruction	Create Standing Instruction for recurring payment
▪ Change Password	Change User Password
▪ Change Token PIN	Change User Token PIN

### 3. ELIGIBILITY

- 3.1 Any type of legal personality customer can apply for any one or all of iBanking for Business and/or mBanking for Business by completing the relevant Online Banking service application to be processed through any one of the Bank's communication channels from time to time, which include, without limitation, the branch network, the contact center, email, social media, internet banking and mobile banking.
- 3.2 Online Banking service service is only made available to a Customer who meets the criteria for Online Banking service as determined by ABA and as may be published on its website from time to time.
- 3.3 For security reasons and to ensure controlled and legitimate and lawful access to and use of Online Banking service service, in particular mBanking for Business, the Customer must have a mobile phone or other smart device whose number is duly registered with the Bank.
- 3.4 The Bank reserves the right to refuse to offer Online Banking service service to any Customer for any reason at its absolute discretion and without giving any reasons for such refusal.

### 4. YOUR CONSENT

When you start using or continue using this service, you agree to the following that:

- 4.1 You have established, agreed unequivocally, and given your consent to this Terms & Conditions.
- 4.2 Bank may update this Terms and Conditions without prior notice to you by posting such changes in the Bank website, or on other channel which may fit and you shall be legally binding on customers and us.
- 4.3 Before you apply to us for activation of Online Banking service Services or uses Online Banking service Services for the first time, you have carefully review and read this Terms and Conditions and

fully understood relevant provisions and accepted and agreed TO BE BOUND by this Terms and Conditions irrevocably.

- 4.4 Amendment of user/corporate profile will become effective only after Bank has completed its amendment as per existing process, which may require time. During this time, customer agrees to take care of its own account and facilities by preventing unauthorized user(s) from accessing the system including but not limited to calling to our Contact Center to block user, demand Token device back from the unauthorized user, etc.,
- 4.5 Account mandate of the user(s) assigned to access iBanking for Business must be the same/tallied with the User Profile submitted to bank via Bank's application form and be operative via over-the-counter (OTC) instruction. This includes but not limited to Authorization Limit, Account Access, Authorization Flow, service access...etc., except other user information such as email, ID/Passport Number, Phone number which may not require to be tallied/the same as User Profile. The Bank may reject any application whose instruction is different from the existing account mandate. However, Bank is not obliged to verify your account mandate against your assignment of user access, authorization limit, flow, service access...etc. They are your own obligations to ensure those access and user profiles are tallied and you agree to accept any irregularities arisen from such assignment without binding any liabilities to Bank and that you indemnify bank from all kind of losses related therein.
- 4.6 Bank is not obliged to verify your account mandate against your instruction limit on the iBanking for Business form(s) to subscribe service and that you would have accepted any irregularities arisen from such instructions without binding any liabilities to bank and that you indemnify bank from all kind of loss related therein.

## 5. AVAILABILITY

- 5.1 The Bank will, on a best effort basis, make available Online Banking service service. However, availability is also dependent on third party service providers (including telecommunications providers, bill payment service provider, phone top service provider) and may be interrupted from time to time by routine maintenance requirements, excess demands on the system and reasons beyond the control of the Bank, all or part of which may cause disruptions in the availability of the service.
- 5.2 The Bank may, at any time, suspend Online Banking service service or any facility available under it without any notice, where it is necessary or advisable to do so.
- 5.3 The Bank may, at any time, alter, amend or replace any procedure, system or service to maintain a particular level of encryption, security and confidentiality of Online Banking service service.
- 5.4 The Bank shall inform you of any prolonged inaccessibility to, or unforeseeable but necessary termination of, Online Banking service service via channel(s) which Bank which is deemed appropriate.
- 5.5 The Bank may restrict or cease your use of Online Banking service service at any time and for any reason upon notice to you.
- 5.6 In using Online Banking service service, you must make sure:
  - a. All devices are compatible; virus free; legally used.
  - b. You must notify bank for any discrepancy without any attempt to interfere with data & software in iBanking for Business platform. Bank will suspend your service immediately without prior notice in case we found that you have breached this clause.
  - c. Your computer, mobile phone or other smart device and any other related equipment used to access Online Banking service service is compatible with Online Banking service service standard requirement and is free from any computer, mobile phone or other smart device viruses and must

adequately protect such equipment by installing up-to-date security, anti-virus and other software;

- d. If you access and uses Online Banking service service through a computer, mobile phone or other smart device which it does not own or otherwise is not legally registered in your name, it does so entirely at your own risk;
- e. The internet is not a completely reliable means of communication and you communicates through such means entirely at your own risk;
- f. You agree irrevocably and unconditionally and accepts all liabilities for any and all Instructions without limitation;
- g. You must check regularly your statements of Account(s) and promptly notify the Bank of any discrepancy; and
- h. You must not interfere with or damage (or in any way attempt to) any data, software or security associated with Online Banking service.

## **6. ACCESS**

- 6.1 To access Online Banking service service, you must enter (i) your secret personal identification: User ID, Password and other or authentication factor which the Bank's Online Banking service system may require from time to time.
- 6.2 To access Online Banking service service, you must enter (i) your secret personal identification number, which is generally comprised of a set of digits (the "User ID" or" User Name"); (ii) your unique password /pin), which is generally comprised of a set of alpha-numeric characters (the "Password" or" Pin"); and (iii) if applicable, any other identification factor and/or authentication factor ("Other Authentication Factor") which the Bank's Online Banking service system may require from time to time.
- 6.3 Your User will be suspended after maximum wrong attempt permitted and your need to contact Bank for reactivation.
- 6.4 If the User ID, Password or Other Authentication Factor is not entered correctly after the maximum number of entries permitted by the Online Banking service system, Your Online Banking service Account will be suspended, requiring the Customer to contact the Bank to confirm your identity and reactivate your Online Banking service profile.

## **7. USER ID, LOG IN PASSWORD, TOKEN PIN**

- 7.1 The Customer may at any time change his/her Password or Other Authentication Factor as may be permitted within the functionality of the Online Banking service platform or otherwise by contacting the Bank through one of the Bank's electronic communication channels from time to time.
- 7.2 Customer may also contact bank Contact Center for support on some service including but not limited Retrieve User ID, Reset Log in Password, Unlock User, Reset Token Pin, Unlock Token, Disable Token (lost token) or block own users. Bank will use its existing verification process to verify customer before entertaining the request via phone call. Bank may also requires sending of official email requesting the Bank to perform such service above. Customer acknowledges that their email/call can be recorded and can be used as a concrete evidence to support bank action by customer's request via phone call to Contact Center.

## **8. INSTRUCTIONS FROM CUSTOMER**

- 8.1 Transaction in iBanking for Business shall, unless proven otherwise, be deemed to be validly, knowingly and genuinely sent by or on behalf of the Customer. Any instruction from the Customer which is either a request for information, a transaction instruction or another form of instruction (an "Instruction" and together "Instructions") shall, unless proven otherwise, be deemed to be validly, knowingly and genuinely sent by or on behalf of the Customer.



- 8.2 The Bank will be entitled to rely and act on Instructions without any further delay, confirmation or verification from the Customer. No acknowledgement or receipt of Instructions shall be issued by the Bank and the Bank shall not verify such Instructions.
- 8.3 The Customer authorizes the Bank to act on all Instructions through Online Banking service and irrevocably and unconditionally accepts as binding all Instructions.
- 8.4 Bank deems that instruction sent to the Bank via iBanking for Business is error free and all information including but not limited to beneficiary's account number and beneficiary account name are input correctly. The Bank is under no obligation to verify these details and cannot be held liable for the loss from such instructions. In the case of a transaction Instruction, it is the Customer's responsibility to ensure that all details relating to the intended beneficiary's account are input correctly. The Bank is under no obligation to verify these details and cannot be held liable for any funds transferred to an incorrect beneficiary.

## **9. EXECUTION OF INSTRUCTIONS BY BANK**

- 9.1 Instructions are irrevocable and cannot be reversed without the Bank's prior approvals.
- 9.2 Instructions will not be executed in the event there are uncleared funds and/or insufficient funds standing to the credit of the relevant Account to cover such Instructions.
- 9.3 Any response to an Instruction from the Bank back to the Customer which contains Account information is retrieved from the Bank's systems in real time and is the most recent and up-to-date Account information as at the time of such response. Other information contained in a response to an Instruction may not be retrieved in real time but is the most recent and up-to-date information contained on the Bank's systems.
- 9.4 The Bank will endeavor to effect Instructions as soon as reasonably possible and on a best efforts basis. In the event that no special instructions are given in relation to an Instruction, the Bank may, at its discretion, either (i) execute the Instruction in the most suitable method, or (ii) refuse to execute the Instruction until receipt of special instructions.
- 9.5 A transaction Instruction being affected is not always simultaneous with a transaction Instruction being given by the Customer. Certain transaction Instructions may take more time to process and/or may only be processed during a Business Day and during normal working hours.
- 9.6 The Bank will make reasonable efforts to modify, not process or delay processing any Instruction where requested by the Customer and, in doing, so the Bank will endeavor to notify the concerned office, agent or corresponding third-party banks. The Bank may not accept, and will not be responsible for any refusal, failure or delay in effecting (i) the reversing of an Instruction issued through Online Banking service service; or (ii) an Instruction which is conditional or which requires the Bank to make payment to a third party earlier (or later) than the time the Bank require according to normal banking practices. Revocation or cancellation of an Instruction shall only be completed upon receipt of evidence satisfactory to the Bank that amounts have not been deducted from (or have been credited to) the Account(s).
- 9.7 The Bank may, at its sole discretion and without explanation, refuse to affect an Instruction (i) if the related transaction exceeds a particular value or other limit; (ii) if the Bank knows or suspects a breach of security; (iii) if the Bank has reason to believe the Instruction is issued for an illegal or fraudulent purpose or is contrary to its (or any third-party bank's (as directed)) anti-money laundering policies.
- 9.8 An Instruction submitted through Online Banking service service will not be affected if the operations of Online Banking service service are suspended or terminated for any reason.
- 9.9 The Bank reserves the right to require the Customer to provide written confirmation or additional information in relation to an Instruction.

- 9.10 Instructions to transfer funds to an account held in a foreign country (i) are made through successive and corresponding third party banks and the Bank shall only be liable for initial transfer of funds from the Account(s), and not for onward transmission (or any error, delay or failure of the same) by corresponding banks and the Bank shall not be obliged to verify the onward transmission or completion of the transaction, and (ii) shall be completed in the currency of the country where the account is held irrespective of whether the Instruction was in an alternative currency, unless otherwise agreed by the beneficiary with the beneficiary bank.
- 9.11 In the absence of special instructions given in respect of an Instruction, the Bank may convert all foreign currency credits to the Account into the currency of the Account at its rate of exchange.
- 9.12 All transfer Instructions will be converted by the limit into based currency at its buying rate unless the payee has made special arrangements with the paying bank.
- 9.13 The Customer may not obtain the full value under telegraphic transfer on account of exchange due to restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.
- 9.14 For any transaction Instruction, the Bank will debit the relevant Account with the relevant transaction amount together with all applicable fees and charges (whether its own fees and charges, or correspondent's fees or charges or other third-party bank fees or charges).
- 9.15 No written advice or confirmation will be made or issued by the Bank for any transaction Instruction issued through Online Banking service service.
- 9.16 Executed transactions shall be recorded in a statement of Account issued by the Bank periodically or as provided to a Customer at his/her request.

## **10. EXECUTION CUT OFF TIMES**

Transactions effect immediately for account to account transfer within bank; but follow cut off time and working day with foreign countries or third-party bank.

- 10.1 Instructions where the paying and receiving account are both held with the Bank will be affected immediately except those payments with future date.
- 10.2 Instructions in foreign currencies or where the receiving account is not held with the Bank will only be affected up to the cut-off time applicable to the foreign currency and/or third party bank transaction on a Business Day. Instructions given after the cut-off time for a currency and/or third-party bank transaction on a Business Day will only be executed on the next Business Day.

## **11. TRANSACTION INSTRUCTION LIMITS**

Executed transactions shall be subject to limits as set out in the Customer's mandate or prevailing by bank policies, procedure; also follow by at its discretion, any generally applicable maximum aggregate limit per Customer and its application/assigned service from time to time.

- 11.1 Transaction Instructions shall be subject to limits as set out in the Customer's mandate, subject to Bank's prevailing policies, procedures and regulations from time to time.
- 11.2 Limit can be changed either to lower or higher than the limit set under Bank's prevailing policies, procedures, regulations if the requested has been made by customer and approved by Bank.
- 11.3 The Bank will publish, from time to time and at its discretion, any generally applicable maximum aggregate limit per Customer for external transfers and payments (both domestic and foreign) and any maximum limit per Customer for all internal transfers (including payments and transfers between customers' own accounts and third-party accounts with the Bank).

## **12. RECORDS AND STATEMENTS**

- 12.1 The Bank will not issue a printed advice or confirmation in relation to Instructions or the Account(s).

- 12.2 The Customer may check his/her Account(s) statements and all records of Instructions on Online Banking service service.
- 12.3 The Customer must check these statements and records regularly and advise the Bank immediately and in any event within sixty (60) days, in the event of any discrepancy or dispute. Any failure to notify the Bank within sixty (60) days of any discrepancy or dispute will deem statements and records to be true and correct.
- 12.4 The Bank's records of any Instruction shall, in the absence of manifest error, be conclusive evidence of such Instruction and binding on the Customer.

### **13. CUSTOMER'S OBLIGATIONS**

- 13.1 The Customer is responsible to ensure that his/her ability to use Online Banking service service is permitted by the law applicable to him/her.
- 13.2 For any transaction Instructions, the Customer must ensure that there are sufficient funds or limits in the Account for the Bank to authorize and execute an Instruction. If for any reason the relevant Account is overdrawn, the Instruction will not be executed and the Customer shall be liable for any incidental charges.
- 13.3 The Customer is responsible for payment of the applicable internet, mobile credit and other charges levied by his/her third party telecommunications service provider in relation to the use of his/her computer, mobile phone or other smart device in accordance with such third party's terms and conditions.

### **14. BANK'S RIGHTS**

- 14.1 The Bank reserves the right to appoint any third-party service provider to provide services supporting the availability of and accessibility to Online Banking service service.
- 14.2 Bank may change the contents of this Terms and Conditions and/or create new Terms and Conditions at any time by posting to our ABA website and other digital communication channels. The changes will take effect on the date specified in the notice. Should you continue to keep or use Token service after the specified date, you will be deemed to have accepted the changes without reservation. If you do not accept the changes, you must stop using the service.
- 14.3 Bank may notify you of any changes to these Terms and Conditions by publishing such changes on our Website, applicable acceptant screen of terms and condition for feature/function, or by displaying them at our branches. We may however choose to inform you by other means of communication.

### **15. SECURITY MEASURES**

- 15.1 When logging-on to Online Banking service service, the Customer will be in a 'secure' session indicated by the URL https://. In addition to this, the Bank uses Secure Sockets Layer (SSL) encryption technology to encrypt the Customer's personal information before it leaves the Customer's computer, mobile phone or other smart device.
- 15.2 The Bank may alter, amend or replace any or all procedures, forms or levels of encryption to ensure maintenance of security and confidentiality standards.
- 15.3 The Customer must keep his/her User ID, Password and Other Authentication Factor, all Account information, any information conveyed over Online Banking service service and any related information secure and confidential at all times, and take any steps required to prevent unauthorised access to and use of such information. The Customer must not disclose his/her User ID, Password or Other Authentication Factor or any Account or Online Banking service service information to any third party, including the Bank's staff.
- 15.4 In choosing Password and Other Authentication Factor, the Customer is advised to avoid using details that may be obvious and easy to guess, such as birthdays and telephone numbers.

- 15.5 The Customer must comply with any additional security measures as may be notified by the Bank from time to time
- 15.6 The Customer must notify the Bank immediately if his/her computer, mobile phone, phone number, or other smart device has been lost or stolen or if there has been a change or disconnection of the mobile phone or other smart device number which is linked to the Customer's use of the Online Banking service service.
- 15.7 The Customer must notify the Bank immediately if his/her User ID, Password or Other Authentication Factor is lost or stolen or the Customer becomes aware or suspects another person knows his/her User ID, Password or Other Authentication Factor or has made use of Online Banking service service, whether or not authorised by the Customer.
- 15.8 The Customer may be required to assist the Bank and/or the police or other competent authorities in any enquiries relating to a breach of security of the Online Banking service service. In connection with these enquiries, the Bank may disclose information concerning the Account(s) to the police or other competent authorities to prevent or recover losses.
- 15.9 For security reasons, the Customer is advised to:
- a) always change his/her User ID (if permitted by the system), Password and any other Authentication Factor on a regular basis;
  - b) never write down or otherwise record his/her User ID, Password and Other Authentication Factor in a way that can be understood by someone else;
  - c) never record or store his/her User ID, Password and Other Authentication Factor together;
  - d) never disclose his/her User ID, Password and Other Authentication Factor to any other person, including the Bank's staff;
  - e) never select a User ID (if permitted by the system), Password or Other Authentication Factor which is easy to guess or which represents the Account holder's birth date, a recognizable part of the Account holder's name or any personal details which are easily accessible to third parties, such as the Account holder's mobile or other phone number;
  - f) never record his/her User ID, Password and Other Authentication Factor on any software which saves it automatically;
  - g) never access Online Banking service service from any computer connected to a local area network (LAN) or any public internet access device or access point or any mobile phone or other smart device, without first making sure that no one else will be able to observe or copy the Account holder's access or get access to Online Banking service pretending to be the Account holder;
  - h) never respond to emails asking for secure information, even if they appear to have been received from the Bank and, in particular, NEVER disclose the User ID, Password or Other Authentication Factor in any email or other writing to any person, including the Bank; and
  - i) once logged-on to Online Banking service service, never leave your computer, mobile phone or other smart device unattended at any time and not to let anyone else use it until the you have properly logged-off. For security reasons and preservation of confidential information, if the Customer's computer, mobile phone or other smart device is logged-on but unused for a specific period of time as set by the system, the system will time-out and the Customer will be automatically logged-off Online Banking service. To regain access, the Customer must log-on to Online Banking service service again.
- 15.10 Due to the open nature of the internet, over which the Bank has no control, the Bank cannot guarantee and nor does it warrant the complete security of the Customer's Instructions, transactions and Account from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented.

- 15.11 Subject to the Terms & Conditions and without prejudice to its rights under Others Terms & Conditions, the Bank will take all reasonably practicable steps to ensure that its systems used in connection with Online Banking service service are adequately secured and to manage and control the risks in operating its systems, including the installation of security features which are designed to keep all communication between the Bank and the Customer private and confidential, and taking into account relevant laws, regulations and good practices prevailing in the banking industry as applicable from time to time.

## 16. LIABILITY AND INDEMNITY

- 16.1 The User ID, Password and Other Authentication Factor are to be used by the authorised user Customer **ONLY** and should not be disclosed to any third party and the Customer shall be liable for any resulting costs, losses or expenses incurred by the Customer and the Bank due to such disclosure.
- 16.2 The Customer will be solely liable for:
- a) all costs, claims, actions, damages or losses suffered or incurred by the Customer accessing and using Online Banking service service or any linked platform;
  - b) for any Instructions given to the Bank;
  - c) all costs, claims, actions, damages or losses associated with reversal, revocation or cancellation of Instructions;
  - d) payment of utility bills (including any late payments);
  - e) erroneous payments to a third party in accordance with any Instruction;
  - f) all losses (including the amount of any transaction Instruction carried out without the Customer's authority) if the Customer has acted without reasonable care or fraudulently, so as to facilitate unauthorised transactions (for the avoidance of doubt acting without reasonable care shall be deemed to include failure to observe any of the Customer's security obligations referred to in the Terms & Conditions);
  - g) his/her reliance on information available on Online Banking service service;
  - h) any loss or damage to his/her data, software, computer, mobile phone, other smart device, telecommunications or other equipment caused by the Customer using Online Banking service service; and
  - i) any loss, damage or harm arising due to non-compatibility between the Bank's Online Banking service systems and applications and his/her computer, mobile phone or other smart device, including any lack of security software on his/her part that could result in any loss, damage or harm to his/her computer, mobile phone or other smart device or Account(s).
- 16.3 The Customer will indemnify the Bank, its employees, agents, representatives and nominees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which the Bank may incur or suffer by reason of:
- a) his/her access to and/or use of Online Banking service service;
  - b) costs, losses or expenses incurred by the Bank pursuant to his/her input of incorrect, erroneous or fraudulent information in an Instruction;
  - c) his/her acting without reasonable care or fraudulently;
  - d) access to his/her Account(s) through Online Banking service by third parties;
  - e) submission of Instructions; and

- f) the Bank acting upon, delaying to act upon, or refraining from acting upon an Instruction and complying generally with its obligations or enforcing its rights under the Terms & Conditions.

## **17. JOINT AND SEVERAL LIABILITIES**

If you are a trustee, partnership or other entity comprising more than one person or you are using any Service jointly with another person, each partner, trustee or person will be joint and severally liable for your obligations under the Agreements and references to you in the Agreements means each of those persons.

## **18. BANK'S EXCLUDED LIABILITY**

Liability and indemnity of bank for only when default or fraud by bank and the rest will be excluded with details inside.

- 18.1 The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with Online Banking service or the applications and platforms through which Online Banking service is offered.
- 18.2 The Bank will not be liable for any losses due to the User ID, Password and Other Authentication Factor being used by any authorised or unauthorised persons.
- 18.3 The Bank will not be responsible if the Customer is unable to gain access to and/or use Online Banking service or any services in respect of it due to reasons beyond its control, including without limitation, any computer, mobile phone, other smart device, telecommunication, electrical, technical or network failure, malfunction, maintenance, excess system demand or other non-availability.
- 18.4 The Bank shall not be liable for any incorrect information input by the Customer, or for the consequences, financial and otherwise, of any incorrect information input.
- 18.5 The Bank shall not be liable for any losses, costs, claims or damages of whatsoever nature, whether direct, indirect or consequential, suffered or incurred by the Customer as a result of:
  - a) Online Banking service or any other service linked to it being totally or partly unavailable for any reason including but not limited to any period of essential maintenance, critical change, repairs, alteration to or failure of systems or operations;
  - b) Acting on an Instruction validly submitted by the Customer (other than an Instruction received after the Bank has previously received notice of, and had a reasonable time to act on, a security or potential security breach, or a loss or change in mobile phone or other smart devices);
  - c) acting on, failing or delaying to acting on or processing, any Instruction except to the extent caused by its gross negligence or willful misconduct and its liability shall be limited to the payment of interest (in the case of delay, for the period of the delay);
  - d) corrupt data being sent through Online Banking service;
  - e) any act, error, omission, failure or delay by any third party in relation to any account held by the Customer or an Instruction or transaction;
  - f) computer, mobile phone or other smart device virus or line or system failure; or
  - g) the failure of any machine, data processing system or transmission link.
  - h) Failure to act upon an Instruction for any reason beyond the Bank's control;
  - i) Failure to act upon customer's instruction, authorization or execution of Instructions being delayed or not acted upon due to reasons beyond the Bank's control;

- j) Partial, incomplete, late or failed transfer or bill payment to any nominated payee due to reasons beyond the Bank's control;
  - k) Access by a third party to information concerning a Customer's Account(s) (except where such access is obtained due to gross negligence, willful default or fraud of the Bank and, in such case, the Bank will only be liable for direct loss or damage to the Customer which in the ordinary course of events might reasonably be expected to result from circumstances in question);
  - l) enabling the Customer to link to a third party's website or platform, or the contents of any other website or platform, whether one from which the Customer may have been linked or to which the Customer may link, or any consequence of acting upon such contents of another website or platform; or
  - m) any change, alteration, modification, addition or deletion to these Terms & Conditions, Online Banking service or the Bank's services and systems of operation.
- 18.6 The Bank shall not be responsible for any delay in onward transmission of bill payment funds to any third party which may result in disruption of that third party's service due to reasons beyond its control.
- 18.7 Any information provided by the Bank through Online Banking service, such as Account information, is believed to be accurate and reliable when presented; however, the Bank cannot and does not guarantee the validity and correctness of such information.
- 18.8 The Bank shall not be liable for any reliance by the Customer on any information provided through Online Banking service. The Customer relies on any such information at his/her own risk.

## **19. BANK CHARGES**

- 19.1 From time to time the Bank may, or may not, at its discretion charge a fee for the use of Online Banking service, the cost and implementation of which shall be notified in advance to Customers in writing or otherwise through any one of the Bank's communication channels, such as its website.
- 19.2 Any applicable fees and charges will be directly debited from the relevant Account.
- 19.3 Fees and charges directly related to a transaction will be debited to the relevant Account at the time of execution of the transaction.

## **20. SET-OFF AND CURRENCY CONVERSIONS**

- 20.1 We may at any time, without prejudice to any other rights which we may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of your Accounts (wherever situate). We may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards the satisfaction of any obligations due from you to us or our member whether such obligations be present or future, actual or contingent, primary or collateral, and several or joint.
- 20.2 For the purposes of this paragraph or in satisfaction of any obligations due from you to us and/or any of our member, we may affect currency conversions at such times or rates as we may think reasonable and may affect such transfers between any Accounts as we consider necessary.
- 20.3 You agree to grant us a lien over the Accounts you hold with us in order to secure any and all obligations

## **21. SUPENSION, AMEUREMENT OR TERMINATION**

- 21.1 The Customer may request to terminate or cease to use of Online Banking service at any time upon complete submission of application form and related documents to the Bank.

- 21.2 The Bank may suspend or restrict access of users or terminate Online Banking service as reasonable time.
- 21.3 The Bank may suspend or terminate Online Banking service in the event that the Customer:
- a) fails to comply with the Terms & Conditions;
  - b) fails to make any payment due in accordance with the Account, any financing facilities provided to the Customer by the Bank and these Terms & Conditions;
  - c) engages in any illegal activity;
  - d) found in our unwelcome or blacklisted customer
  - e) is convicted of an offence under the laws of the Cambodia;
  - f) ceases to be employed by his present employer;
  - g) has an expulsion or deportation order issued against him/her; or
  - h) files for bankruptcy.
- 21.4 The Bank may use reasonable endeavors to notify the Customer of any termination.
- 21.5 Suspension or Termination of the Account relationship (Closing the account) will result in an immediate and automatic termination of Online Banking service for that account. Access to transactions on such account will be stopped immediately; however, viewing such account information and account inquiry function may be still available until the Bank has completely removed the account from customer's iBanking for Business facility.
- 21.6 Suspension or Termination of Online Banking service shall not affect completion of any Instruction submitted prior to the effective date of termination of the Customer's use of Online Banking service.
- 21.7 Suspension or Termination of Online Banking service shall not affect the accrued rights and liabilities of the Customer prior to any such Suspension or termination.
- 21.8 Amendment of account mandate i.e. add or change or remove signatory, in account level will impact the work flow in iBanking for Business. Bank will require customer to also submit the application form to update the same information and work flow in iBanking for Business to ensure consistency. Action taken by Banks to affect such request requires time as per our existing procedure. Bank will usually take not more than One (1) working day to affect the instruction; however, there may be some cases that the instruction may be taken more than 1 working day. Customer; therefore, is required to ensure that there is no unauthorized access to the system by contacting our Contact Center for further assistance.

## **22. ANTI-MONEY LAUNDERING**

All facilities and services offered by the Bank are subject to all information requested being provided by the Customer in accordance with all applicable anti-money laundering regulations of the National Bank of the Cambodia and the Bank. If such information criteria are not met, the Bank is under no obligation to, and has the absolute right to refuse to, offer any facilities and services to the Customer.

## **23. INTELLECTUAL PROPERTY RIGHTS**

Document, software, hardware and everything in Online Banking service is property of bank so customer must not misuse it.

- 23.1 Online Banking service is the property of the Bank and the Bank retains all its intellectual property rights in any software and documentation relating to Online Banking service, including any subsequent amendments, modifications or introductions.
- 23.2 Any trademarks including logos, trading names, service names, color schemes, slogans and taglines displayed in respect of Online Banking service are owned by or licensed to the Bank.



Nothing contained in Online Banking service should be construed as granting any license or right to use any such trademarks without the prior written consent of the Bank.

23.3 The Customer acknowledges and agrees:

- a) that the Bank is granting the Customer a non-exclusive, non-transferable, temporary license to use Online Banking service and this permission is restricted to authorised legitimate use of the service;
- b) not to use property of the Bank except in connection with accessing and using Online Banking service;
- c) not to make copies, sell, assign, commercially rent, sub-license or otherwise transfer property of the Bank to any third person; and
- d) not to attempt to decompose, reverse or tamper with the system or software related to Online Banking service.

## 24. MISCELLANEOUS

- 24.1 The Terms & Conditions shall apply in full and in addition to all Other Terms and Conditions applicable to the Customer in connection with its services and facilities from the Bank. The provision of all services and facilities offered by the Bank is subject to the Customer's acceptance of all related terms and conditions. Non-acceptance or breach of the Terms & Conditions shall result in the immediate withdrawal of such services or facilities.
- 24.2 By completing the application form for the service whether in a paper-based or electronic form, the Customer confirms that all information provided by them is true, accurate and up-to-date and the Customer has read, understood and agreed to be bound by the Terms & Conditions respectively. The application process is an integral part of the Terms & Conditions. The Bank may, at any time, request any additional information as reasonably necessary and the Customer shall promptly comply with any such requests.
- 24.3 The Bank expressly reserves the right from time to time, at its absolute discretion, to amend these Terms & Conditions and modify any information issued about Online Banking service and any platform through which the Customer Accesses Online Banking service. The Bank may also from time to time introduce, modify or delete facilities or services within Online Banking service. The introduction of new facilities or services may be subject to the Customer's acceptance of additional terms and conditions. Any such amendments, modifications and introductions shall be posted on the Bank's website in such a manner as the Bank considers appropriate. The Customer must periodically review these Terms & Conditions and information issued about Online Banking service to inform itself about any such amendments, modifications and introductions. The Customer's continued usage of Online Banking service shall be deemed to have accepted and agreed to accept those these Terms & Conditions and any amendments, modifications and introductions made, unless written notice is sent by the Customer indicating otherwise, upon which Online Banking service shall be immediately withdrawn from the Customer.
- 24.4 If, at any time, any provision of these Terms & Conditions is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions shall in any way be affected or impaired by the same.
- 24.5 Online Banking service should be used in good faith and in accordance with the Terms & Conditions.
- 24.6 Online Banking service should not be abused and should not be used to commit any kind of fraud or illegality.
- 24.7 Any breach of these Terms & Conditions by the Customer may, at the Bank's absolute discretion, result in the immediate termination of Online Banking service.

- 24.8 Any information given by the Customer will be deemed to be correct and the Bank will be entitled to rely on it, without any obligation, to verify such information for security, administration or any other purposes. Such information will, upon submission, become the Bank's property.
- 24.9 The Bank may:
- a) change the mode of operation;
  - b) add or remove or otherwise change the Online Banking service services provided under any of its Online Banking service platforms; and
  - c) Close down Online Banking service temporarily or permanently.
  - d) Close down one or some service available on Online Banking service.
- 24.10 The Online Banking service platforms are not intended for distribution to, or use by, any person or entity in any other jurisdiction or country where such distribution or use would be contrary to local laws or regulations.
- 24.11 Notwithstanding anything to the contrary in the Terms & Conditions, the Bank shall at all times be obliged to comply with all rules and regulations of any applicable governing authority, including but not limited to the National Bank of Cambodia.

## **25. LANGUAGE**

The Online Banking service application process and the Terms & Conditions are available in English (Khmer upon request). In the event of any discrepancy between the two texts which results in a legal dispute, the English language shall prevail.

## **26. GOVERNING LAW AND JURISDICTION**

The Online Banking service application process and these Terms & Conditions shall be governed by and construed in accordance with Cambodia laws. Any dispute arising from these shall be subject to the exclusive jurisdiction of the Courts of the Cambodia.