



# ABA MOBILE TERMS AND CONDITIONS

V 2.1

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# DEFINITIONS

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<b>ABA Mobile</b>	means an application for a smartphone that can be downloaded by you from the following application stores: App Store or Google Play.
<b>ABA Pay</b>	means a mobile based payment facility enabling ABA Mobile users to make payments or purchases from their ABA Accounts or linked Visa/Mastercard at stores or online merchants by scanning compatible Quick Response (QR) code.
<b>ABA Pay Places</b>	means a list of sales points including in-store and online merchants accepting ABA Pay payments.
<b>Account</b>	means and includes ABA's Savings Account, Current Account, Current Plus Account, Flexi Account or Fixed Deposit Account in both KHR and USD currencies as may be created from time to time at ABA branch or via ABA Mobile.
<b>Biometric Identifier</b>	includes a fingerprint, facial data and any other means by which a mobile device manufacturer allows a user to authenticate their identity for the purposes of unlocking their mobile device and access to the specific applications including ABA Mobile.
<b>CamDX</b>	stands for Cambodia Data Exchange platform established by the Ministry of Economy and Finance of Cambodia and used for Cambodian National ID verification during new client onboarding via ABA Mobile app.
<b>Card</b>	means and includes ABA's debit/credit card with varied scheme such as VISA/Mastercard/ UPI in a form of either virtual or plastic one.
<b>CIF number</b>	a unique customer identification number used in ABA system that you receive during your first account registration with ABA.
<b>Content</b>	means and includes any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through ABA Mobile.
<b>Customer</b>	Includes ABA account holder and non-ABA account holder that acquire one-off services from ABA. All Customers are subject to different forms of due diligence.
<b>E-cash</b>	means card-less cash withdrawal service at ABA ATM's using code generated in ABA Mobile.
<b>Electronic Statement (e-Statement)</b>	means a consolidated banking statement that reflects ABA's records for a specific period of time for a Customer's Account on ABA Mobile. The Electronic Statement is for informational purposes only.
<b>Fixed Deposit Certificate</b>	means an informational electronic document of your Fixed Deposit Account details opened via ABA Mobile or at ABA branch.

<b>Instant Account</b>	is a specific ABA account with limited functionalities that can be opened only by a new client via ABA Mobile app without visiting the branch.
<b>Jailbreak or Root</b>	means that a smartphone or other mobile device is modified to remove restrictions imposed by the manufacturer or operator to allow the installation of unauthorized software.
<b>ABA Mobile ID</b>	means a unique identification number assigned to each ABA Mobile user during registration.
<b>Mobile Identity</b>	refers to one of the options to authenticate ABA Mobile user based on several attributes that includes but not limited to: mobile phone number, device IMEI code, and SIM number IMSI.
<b>Mobile Operator</b>	means a participating mobile telephone network operator.
<b>Notifications</b>	means and includes SMS and in-app push-notifications sent to you on different occasions related to banking transactions or general alerts sent by ABA.
<b>Payment</b>	means a payment order initiated by you through ABA Mobile to make a debit of your eligible Account for any payments; for example, to make a payment to vendors.
<b>Personal Information</b>	refers to the personal information provided by you to ABA, including but not limited to name, national identity number (NID), date of birth, phone number, email, address.
<b>PIN</b>	means the unique four (4) digit number used to log in to ABA Mobile and to confirm any Transaction.
<b>Plastic Card</b>	means a physical VISA, Mastercard or UPI debit/ credit card issued by ABA or via ABA Mobile.
<b>Payment Service Provider (PSP)</b>	refers to a legal entity duly licensed by National Bank of Cambodia (NBC) to operate financial services in Cambodia and approved by ABA for the connection of services such as payment or transfer under certain legal arrangement.
<b>Scan QR</b>	means a QR code scanning service in ABA Mobile that allows users to scan and pay at ABA Pay enabled sales points or to scan QR codes at other ABA's facilities to process various types of transactions.
<b>Secret Word</b>	means a memorable word that should be created by you as part of ABA Mobile's Security Credentials. This word will be required to identify you during reactivation ABA Mobile app by you, making high-volume transactions, changes in the Settings etc. You should keep your Secret Word confidential and to not share it with anyone including ABA staff.

<b>Security Credential</b>	means and includes Secret Word, personal or log-in identification numbers (PIN), One-Time-Pin (OTP) and other codes and access procedures including short messaging service (SMS) for access to and use of services in ABA Mobile provided by us from time to time.
<b>Third Party Provider</b>	means and indicates any person (individual or entity) with whom ABA has a relationship for distributing services either directly through ABA Mobile or through third party sites or applications.
<b>Transfer</b>	refers to fund transfer whereby ABA becomes a paying or receiving bank on behalf of you to take effect any payment order made to/from you. Transfers include both intra-bank transfer and inter-bank transfer, for example a transfer from you to another beneficiary within ABA or to beneficiary in other financial institutions such as banks or PSP.
<b>Transaction</b>	means any financial record or operation made or performed, processed or effected by you or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent, including:
	<ul style="list-style-type: none"> <li>▪ Any payment or fund transfer to/from your Account;</li> <li>▪ Any other banking transaction that may be made available through ABA from time to time (including making bill payments); and</li> <li>▪ Any banking transaction carried out through any ABA branch.</li> </ul>
<b>Transaction History</b>	indicates list of all the Transactions entered into or performed within ABA Account within a specific period.
<b>Username</b>	an identification of you for accessing to ABA Mobile. It is required to be setup at the first time of activation and to remember for later access.
<b>Vendor</b>	means any third-party service provider establishing relationship with ABA to which payments can be made to vendor from your Account using ABA Mobile.
<b>Virtual Card</b>	means a VISA or Mastercard virtual debit card issued via ABA Mobile.
<b>'We', 'us', 'our', 'ours'</b>	refers to Advanced Bank of Asia Limited.
<b>'You', 'your', 'yours'</b>	refers to an account holder and ABA Mobile user.

# INTRODUCTION

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These terms and conditions ("Specific Terms and Conditions") govern the use of ABA's mobile banking application namely "ABA Mobile". As a user of ABA Mobile, it is very important for you to read the Specific Terms and Conditions carefully. By registering for and using ABA Mobile you agree to be bound by the Specific Terms and Conditions.

By pressing "Accept" you confirm that you are acting on your behalf and not on behalf of a third person, and that you have read, understood, acknowledged, accepted, and given your express consent to the Specific Terms and Conditions.

Please also note that any other written terms and conditions which relate to your ABA accounts and services will continue to apply. To the extent such other terms and conditions are inconsistent with the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail (unless such other terms and conditions are expressed to apply instead to the Specific Terms and Conditions).

## 1. SERVICE DESCRIPTION

- 1.1.** ABA Mobile uses telecommunication networks of participating mobile telephone network operators ("Mobile Operator(s)"). ABA Mobile allows you to access your Account and some of our banking services made available in ABA Mobile from time to time in a format that is easier to view and to take effective of transaction on your smartphone.
- 1.2.** For more detailed information about ABA Mobile, please refer to the FAQs available on our website [www.ababank.com/aba-mobile](http://www.ababank.com/aba-mobile).
- 1.3.** Key features of ABA Mobile include
  - a.) View your account balances
  - b.) View all your transactions details
  - c.) Make local and international transfers;
  - d.) Pay bills;
  - e.) Download e-Statements;
  - f.) Create virtual Visa/Mastercard Debit card;
  - g.) Send money to ATM with E-Cash service;
  - h.) Open new ABA accounts;
  - i.) Get Mobile Instant Loan;
  - j.) Pay at in-store or at online merchants with ABA Pay

For more details about ABA Mobile features and services, please see Appendix-A.

## 2. USER ELIGIBILITY

- 2.1.** You are an ABA account holder.
- 2.2.** You have an eligible smartphone/device.
- 2.3.** You have a valid and active mobile phone number.
- 2.4.** You have installed ABA Mobile on your device using a valid phone number registered with ABA.
- 2.5.** You acknowledge that ABA reserves the rights to reject your request for ABA Mobile activation without assigning any reason during the activation process.

### **3. FEES AND CHARGES**

- 3.1.** ABA Mobile is free to use. However, fees and charges may apply when you make certain transactions or use specific products or services available in ABA Mobile in accordance with the Specific Terms and Conditions. You authorize ABA to debit from your account these fees and other applicable charges as described in the respective Specific Terms and Conditions. ABA may introduce additional fees and charges for your use of ABA Mobile from time to time, and fees and other charges may also be changed by ABA from time to time. Details of ABA's current fees and charges are available at any branch or at ABA's website <https://www.ababank.com>. Before making any transaction, you agree to check the current fees and charges, and you agree to accept these fees and charges by making a transaction.
- 3.2.** You may incur charges from your mobile service provider for downloading, updating, and using ABA Mobile. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your Mobile Operator. You should contact your Mobile Operator for more information on their fees and charges.

### **4. LIMITATION OF SERVICES**

#### **4.1. Transaction Limits**

- 4.1.1.** As part of constant risk mitigation measures, ABA reserves the right to set and change limitations on the transaction amount, number of transactions, condition, as well as transfer destinations and other matters at any time without giving prior notice. For more details on transaction limits, please see Appendix-B.

#### **4.2. Access Limits**

- 4.2.1.** In order to prevent any possible risks, you will not be allowed to use ABA Mobile in the following situations
- a.) You attempt to record or attempt to take a screenshot while ABA Mobile is running on the device.
  - b.) Your device was produced for a specific country with a special OS configuration that does not comply with international standards.

#### **4.3. Connectivity**

- 4.3.1.** ABA shall not be liable to a Customer for any incompleteness, unavailability, failure, interruption, suspension or delay in ABA Mobile (including the transmission of any alerts or Notifications or in receipt or execution of any Instructions) due to any factors not under ABA's reasonable control. Please refer to clause 9 for more information on the limits of ABA's liability.

#### **4.4. System Maintenance**

- 4.4.1.** ABA may add or disable any features or suspend the operation of ABA Mobile or any its services at any time
- a.) If, in ABA's opinion, any threat is posed to any ABA Mobile related system or part of any system; or
  - b.) For the purposes of carrying out periodic maintenance and administration tasks.
- 4.4.2.** ABA Mobile is a constantly evolving application that will have frequent releases in order to bring new features and improvements, as well as updated operating systems. You must update and use only the most up-to-date version of the ABA Mobile.
- 4.4.3.** From time to time, ABA may force its users to update ABA Mobile to the latest version for security and compatibility reasons. You might not be able to continue using an old version of ABA Mobile unless you update to the latest version.

### **5. SECURITY**

#### **5.1. General Precautions**

- 5.1.1.** You shall take responsibility for and use your best endeavors to prevent any unauthorized use of, and access to ABA Mobile on your mobile and/or other device and to protect your Personal Information and Security Credentials at all times. For example, you must

- a.) Not let any other person use your Security Credentials to access your account(s) or ABA Mobile on your mobile device;
- b.) Not let any other person unlock your mobile device or store their Biometric Identifier on ABA Mobile; and/or
- c.) Not leave your mobile device unattended while you remain logged in to your account(s) or ABA Mobile.
- d.) Ensure that your Security Credentials to access ABA Mobile remain confidential to you alone and that you take all reasonable steps to prevent them from being disclosed. For example, you must memorize your Security Credentials; not write down or save your Security Credentials anywhere in any form, including electronically, for example, in your mobile phone or device;
- e.) Not disclose your Security Credentials to anyone (including the police, bank staff or your loved ones);
- f.) Take care to ensure that no-one else can see you enter your Security Credentials; and/or
- g.) Not install or use ABA Mobile on mobile devices that have been jailbroken or rooted.

**5.1.2.** You must lock your mobile device or take other steps necessary to stop unauthorized use of ABA Mobile.

**5.1.3.** You must notify ABA immediately by calling 1800 203 203 upon being aware that:

- a.) Your mobile device is lost or stolen;
- b.) Your PIN code has become known or may be known by another person;
- c.) Your Secret Word has become known or may be known by another person;
- d.) Another person may be able to unlock your mobile device and/or store their fingerprint(s) and other Biometric Identifiers on your mobile device if you have fingerprint identification enabled on ABA Mobile; or
- e.) There has been unauthorized access to your account(s) accessible via ABA Mobile.
- f.) You notice that ABA Mobile is requesting you to re-activate the application (which may indicate that ABA Mobile is being activated with your Security Credentials on another device).

**5.1.4.** You must install only approved applications on your mobile device and you will not jailbreak or root your mobile device.

**5.1.5.** You must promptly update, and keep updated, the operating system and security software for your mobile device when released by your mobile device manufacturer or mobile device operating system provider.

**5.1.6.** You must not allow any other person to store their Biometric Identifier on your mobile device.

**5.1.7.** Before you sell or permanently give your mobile device to any person, you must delete the ABA Mobile and all your Biometric Identifiers (e.g., TouchID or FaceID) registered in the device.

## **5.2. Security Credentials**

**5.2.1.** ABA Mobile and its services require the use of Security Credentials that consist of Secret Word and 4-digit PIN code.

**5.2.2.** During the first activation of ABA Mobile, you must set up a secure and memorable Secret Word and 4-digit PIN code that will be required to log-on and confirmation of actions while using ABA Mobile.

**5.2.3.** You should ensure that your Secret Word is strong, not guessable and follow below conditions

- a.) Must be alphanumeric
- b.) Must be between 5-20 characters
- c.) Must not contain part of your last name or first name
- d.) Can be in Khmer or English

**5.2.4.** You should ensure that Your secret 4-digit PIN is strong and doesn't contain any of below number combination

- a.) Your date of birth, month or year;
- b.) Sequential or repeating numbers that can be easily guessed (e.g. 3456 or 1111);
- c.) Parts of your telephone number or other easily guessable numbers that relate to you.

**5.2.5.** In addition, you should consider using different codes to unlock your mobile device and other cards, bank services or equipment. We recommend you change your secure PIN on a regular basis.

**5.2.6.** Requirements to joint-account holders

- a.) Joint account holders of ABA using ABA Mobile are not permitted to share an ABA Mobile PIN. If each joint account holder wishes to use ABA Mobile, each of you must have their own CIF (Client Information) number and register separately for ABA Mobile.
- b.) Joint-account holders can use their own profiles with joint-account details to activate ABA Mobile. The access rights on the joint-account will follow the joint-account mandate.

### **5.3. Authentication & Authorization Methods**

**5.3.1.** You as a user may choose your preferable way to logon to ABA Mobile and to confirm or to authorise banking transaction, including

- a.) Use PIN or Secret Word or Biometrics to logon to ABA Mobile
- b.) Use PIN or Secret Word or Biometrics to confirm or authorize banking transaction. Either method will apply with its own terms and conditions including but not limited to minimum and maximum transaction limits.

**5.3.2.** You as a user with an eligible mobile device may choose to enable biometric authentication to log on to ABA Mobile, transfer funds, make payment or purchases by using a Biometric Identifier registered on your mobile device. ABA Mobile does not collect or store this Biometric Identifier, and it is stored on your mobile device.

**5.3.3.** If you enable or use a Biometric Identifier to access ABA Mobile, you must ensure that your Biometric Identifier is the only Biometric Identifier stored on the mobile device you use to access ABA Mobile. However, if another person has stored their Biometric Identifiers on the mobile device you used to access ABA Mobile, it is in breach of the Specific Terms and Conditions, and you acknowledge that they will be able to access your Accounts including to view and conduct certain transactions on ABA Mobile and these transactions will be treated as having been authorized by you and conducted with your knowledge and consent.

### **5.4. Jailbreaking and Rooting Smartphones and Devices**

ABA strongly recommends that you do not modify your operating system by jailbreaking or rooting your mobile device because doing so may compromise both the performance of ABA Mobile and the security of your banking information, including your passwords. If you use a mobile device that has been jailbroken or rooted, you do so at your own risk. ABA will not be liable for and specifically disclaims any liability for any losses or other damages you may incur as a result of using a jailbroken or rooted mobile device. Please refer to clauses 8.1.1, 8.2.1, and 8.3.3 below for additional information on your liability for using a jailbroken or rooted mobile device.

## **6. USERS ACKNOWLEDGEMENT**

### **6.1. Transfers**

**6.1.1.** When initiating any fund transfers, you will be required to provide certain information of the recipient, which will vary depending on the type of transfer, and you agree that ABA can store all provided information and show them in bank statements.

**6.1.2.** When making a transfer to a recipient with an ABA Account or PSP's wallet, ABA Mobile will display the name of the recipient for the sole purpose of assisting you in identifying the recipient of the transfer only, and you agree not to share or disclose the recipient's name to any third-parties. In the event that you share or disclose the recipient's name to any third parties, you agree that you will be liable for any damage or loss suffered by us (including consequential loss and regulatory fines) which results from your sharing or disclosure of the recipient's name and Account number to any third party in accordance with clause 8.3.

6.1.3. You provide your express consent that ABA can disclose your name to any person attempting to initiate a fund transfer to you from their ABA Account or PSP's wallets to your ABA Account at that point in time that they input your Account number, even when the transfer may not be completed.

## **6.2. Payment/ Purchase**

6.2.1. For any payment / purchase transaction made via ABA Mobile, you agree that we can disclose your name and payment details you made to Vendor or merchant in order to notify and assist them in identifying the transaction.

6.2.2. We may cancel or suspend a payment at any time without notice to the recipient. Under certain circumstances, ABA might not be able to cancel a payment or purchase immediately as requested by payer. As required by applicable law or under legal arrangements, you will be informed through different means (including Notification) of payment failure or cancellation in different stage of reconciliation. You are obliged to review and acknowledge such cancellation.

## **6.3. Scheduled and Recurring Transactions**

6.3.1. ABA Mobile offers a Scheduled Payment/Transfers feature that allows users to pre-schedule payments for various financial obligations, including but not limited to bills, loans, transfers to other ABA accounts, and recurring transactions. Users can set fixed schedules with fixed amounts or specify varied amounts to occur upon the agreed event trigger during schedule creation. By utilizing this feature, you acknowledge and agree to the following terms and conditions:

6.3.2. You are solely responsible for setting up and maintaining the scheduled payments within the ABA Mobile app. This responsibility includes, but is not limited to, ensuring the accuracy of payment details, payment dates, and the availability of sufficient funds in your account to cover the scheduled payments.

6.3.3. ABA Bank shall not be held liable for any errors or discrepancies in scheduled payments initiated by you. You must verify the accuracy of the payment information, including recipient details, payment amounts, and payment dates, before confirming any scheduled payment.

6.3.4. You are responsible for ensuring that there are adequate funds in your account to cover the scheduled payments on the specified payment dates. ABA Bank shall not be responsible for any overdrafts, fees, or penalties resulting from insufficient funds or other unforeseen issues to cover scheduled payments.

6.3.5. You are responsible for diligently monitoring the processing of your scheduled payments within the ABA Mobile app. In the event that a scheduled payment is not processed as per the established schedule for any reason, you advised to initiate the payment manually or report to ABA Bank's customer support as soon as possible to avoid late payment penalties or fines imposed by the recipients of the payments. ABA Bank shall not be responsible for any late payment penalties or fines imposed by the recipients of the payments.

6.3.6. Users shall receive notifications and confirmations regarding scheduled payments via the ABA Mobile app or other designated communication channels. It is your responsibility to review these notifications and report to ABA Bank on any discrepancies or irregularities promptly.

## **6.4. Cash Deposit at Cash-in Machine**

6.4.1. You agree to have your name and list of your accounts disclosed on Cash-in machine screens after a QR code is scanned by ABA Mobile installed on your device.

## **6.5. ABA Pay**

6.5.1. You agree to have your Account listed and displayed when you scan a QR code with ABA Mobile installed on your device. With certain validation, certain ineligible Accounts are not displayed for choosing.

## **6.6. Exchange Rate**

6.6.1. You agree that the exchange rate and calculation presented in ABA Mobile is for general reference only, and you understand that the exchange rate in ABA Mobile may not be presented in real-time, and the exchange rate applied to you in your actual transaction may be different than exchange rate presented in ABA Mobile.

## **6.7. Notifications**

### **6.7.1. SMS Notification**

- a.) You agree that, by registering for ABA Mobile, ABA may send or be requested to send an SMS to your mobile device.
- b.) ABA is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMSs and their content as a result of your negligence.
- c.) You may incur charges from your Mobile Operator as a result of using ABA Mobile or SMSs. Any such charges are solely your responsibility.

### **6.7.2. In-App Push Notification**

- a.) You agree to receive alerts or Notification for your ABA Account for certain Transaction or for marketing communications or announcements from ABA.

## **7. YOUR OBLIGATION**

- 7.1.** You must not use ABA Mobile for any purpose other than to undertake legitimate banking enquiries or Transaction on accounts you are legally entitled to operate in accordance with the Specific Terms and Conditions and the terms and conditions applicable to you.
- 7.2.** You must not use ABA Mobile for prohibited business activities.
- 7.3.** You must not act fraudulently or maliciously in relation to ABA Mobile or software. As examples, you must not copy, modify, adversely affect, reverse engineer, hack into or insert malicious code into ABA Mobile or software.
- 7.4.** If you use photos to personalize your accounts that can be accessed using ABA Mobile, you warrant that
  - a.) The photos used by you do not contain content which is offensive or illegal, or would be considered unacceptable for viewing by a person under 18 years old; and
  - b.) You took the photo (or are the owner of the copyright in the photo).
- 7.5.** You acknowledge that you are responsible for and must take all reasonable care to ensure that information you supply via ABA Mobile is true, complete, accurate and up-to-date.

## **8. LIABILITY AND INDEMNITY**

### **8.1. ABA Liability**

- 8.1.1.** ABA will not be liable for any loss arising from your use of ABA Mobile, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your mobile device other than those available from the Apple App Store or Google Play market, or if you have caused or contributed to that loss, for example, by failing to comply with any of the Specific Terms and Conditions or other applicable terms and conditions. It is your choice to download and install ABA Mobile. To the extent permitted by law, ABA accepts no liability for any loss or consequences to you whatsoever that result from this decision, including in the event ABA refuses or fails to process a transaction request or delays in doing so.

### **8.2. Limitation of ABA Liability**

- 8.2.1.** To the extent permitted by law, we will not be liable to you for any direct or indirect costs, losses, damages or other liabilities resulting from
  - a.) Your use of any service provided through ABA Mobile;
  - b.) Your failure to comply with the Specific Terms and Conditions;
  - c.) Any delay or loss of access to, or use of any Mobile Operators at any time;

- d.) Any fault or error in the design, content or engineering of any Mobile Operators that is reasonably beyond our control;
- e.) Malfunction of any equipment or system, or any telecommunications link failure; or
- f.) Any cause or event reasonably beyond our control.

8.2.2. ABA has no authority to act for or to incur any obligation on behalf of any Mobile Operator;

8.2.3. ABA is at no time acting as an agent or partner of any Mobile Operator in providing any mobile service and no representation is made or given by ABA that any such relationship exists.

### **8.3. Your Liability**

8.3.1. You acknowledge that any unauthorized reproduction by you of any proprietary information provided or available via ABA Mobile or any portion of it may result in legal action being taken.

8.3.2. You will be liable for any loss suffered by us (including consequential loss) which results from your fraud or negligence, or your violation of the Specific Terms and Conditions. You will be liable for any loss suffered by us which results from the unauthorized access to or use of any service available in ABA Mobile and to which you have contributed by your failure to comply with the Specific Terms and Conditions. This includes if you

- a.) Select an unsuitable Secret Word or PIN code;
- b.) Fail to reasonably safeguard your Secret Word or PIN code;
- c.) Fail to disable biometric authentication on ABA Mobile when you know or suspect another person can unlock your mobile device or has stored their Biometric Identifier(s) on your mobile device;
- d.) Fail to verify the recipient information before completing any transfer or payment to which lead to either direct or indirect loss; or
- e.) You unreasonably delay notifying us of (i) the loss or theft of your mobile phone or device or Security Credentials; (ii) the actual or suspected disclosure to any other person of your PIN code; (iii) when you know or suspect that another person may be able to unlock your mobile device and/or store Biometric Identifier(s) on your mobile device and you have biometric authentication enabled on ABA Mobile; or (iv) that there has been, or you suspect there has been unauthorized access or activity through ABA Mobile.

8.3.3. You will be liable for any loss suffered by you and us, if you use a mobile device that has been jailbroken or rooted.

### **8.4. Limitation of Your Liability**

8.4.1. You will not be liable for any loss caused by

- a.) Us acting fraudulently or negligently; or
- b.) A fault occurring in the machines or systems used as part of the ABA Mobile system unless such fault is obvious, or you have been advised of such fault by a message or notice on display and the loss occurred after such notification.

## **9. DISPUTES WITH MERCHANTS OR VENDORS**

**9.1.** ABA has no liability for any purchases or payments made by Scan QR service or other payment options presented in ABA Mobile if

- a.) There is any defect or deficiency in the provision of the goods or services; or b.) You decide you no longer want the goods or services.

**9.2.** Any such dispute is to be resolved between you and the merchant or Vendor directly.

**9.3.** By making payments through the ABA Mobile app, you're acknowledged and agree that ABA Bank is not responsible for the quality, safety, legality, or any other aspect of the products or services provided by these Merchants or Vendors. ABA Bank is not liable for any loss, damage, or dispute arising from the use of these third-party services, and you're liable for resolving any issues directly with the Merchant or Vendor.

- 9.4.** You are responsible for exercising reasonable care and be aware of the risks of paying for goods and services in advance of receiving them. You should consider the standing of the person or entity you are doing business with, including when purchasing goods or services that are not face-to-face.
- 9.5.** Even if you have a dispute with a merchant or vendor, you must still pay all amounts due to us.

## 10. SUSPENSION OR TERMINATION OF ABA MOBILE

- 10.1.** You may cancel ABA Mobile usage at any time by notifying ABA in writing or by phone. You will remain responsible for any transactions made on your account/s using ABA Mobile up until the time at which such cancellation becomes effective.
- 10.2.** ABA may withdraw access at any time without giving prior notice, suspend and/ or terminate your access to ABA Mobile or to any its services for any reason, including (but not limited to) where ABA is of the opinion that you have acted in breach of the Specific Terms and Conditions.
- 10.3.** In case you change mobile device and wish to continue using ABA Mobile, you must download ABA Mobile on your new mobile device and follow the registration process. You may uninstall ABA Mobile from your existing device prior to, or during, the registration process for your new device.

## 11. PRIVACY TERMS

- 11.1.** In accordance with Cambodia's regulatory requirements and ABA's internal policies, you provide your express consent and agree that
  - a.) As part of satisfying ABA's KYC (Know Your Customer) requirements, ABA Mobile may collect Personal Information from you; you provide warranty and assurance that Personal Information disposed by you through ABA Mobile are true, complete, and up-to-date. Further, you acknowledge and agree that failure to provide up-to-date Personal Information required by ABA Mobile will result in certain inconveniences and restrictions of access to ABA Mobile's features.
  - b.) Personal Information collected as part of your identity can be held by ABA for the purpose of enabling you to use the services provided by ABA;
  - c.) ABA can collect any information on your usage behavior for the purpose of security enhancements and user experience improvements;
  - d.) ABA may require access to location data on your mobile device. This data can be used for enhancing the security of ABA Mobile, improving ABA services and to send location-based offers.
  - e.) ABA may check your Mobile Identity while you register or activate ABA Mobile, update personal information, or perform transactions, as part of security measures in using ABA Mobile app.
- 11.2.** ABA may also be required under certain legislation to disclose your Personal Information and confidential information relating to the operation of your Account, and you expressly consent to and agree to such disclosure.
- 11.3.** ABA Mobile utilizes the Facebook Software Development Kit (SDK) for the purpose of running optimized marketing campaigns. However, it is important to note that ABA Bank does not access or collect any personally identifiable information or user-specific data through the Facebook SDK. The collected data may include general demographic information, such as age range and gender, and aggregated usage statistics. Please be assured that ABA Bank prioritizes the privacy and security of its users. Any data collected through the Facebook SDK is treated in accordance with applicable data protection laws and regulations. ABA Bank does not share this data with any third parties for marketing or promotional purposes.
- 11.4.** By using ABA Mobile, you expressly consent and agree that ABA may share your Personal Information with third parties in compliance with legal obligations. This may include situations where ABA believes, in good faith, that it is required by applicable law, or at the request of governmental authorities. The sharing of information may also be necessary to verify or enforce our contractual rights, uphold relevant policies, detect and protect against fraud, address technical or security vulnerabilities, respond to emergencies, or enable third-party service providers to offer essential services for ABA to fulfill its obligations under the specific Terms and Conditions. In the event of any unauthorized access or breach of your information by a third party, you agree to release ABA from any liability and pursue any legal action against the responsible party.

**11.5.** In compliance with Know Your Customer (KYC) requirements and to ensure the accuracy and authenticity of your Cambodian National ID (NID), you grant ABA Bank your explicit consent to share your Name, Surname, Date of Birth (DOB), National ID number, and its expiration date with CamDX. This sharing of information is done solely for the purpose of verifying the authenticity of your Cambodian NID. ABA Bank maintains strict confidentiality and security measures to safeguard your personal data during this verification process. By providing this consent, you acknowledge and agree to the sharing of the specified information with CamDX for the stated purpose.

## 12. ADDITIONAL SPECIFIC TERMS AND CONDITIONS

**12.1.** Other functions like deposit, create a virtual card, ABA PAY, Instant Loan and other services you access using ABA Mobile, and each transaction made in account, remains subject to its specific terms and conditions governing those functions respectively

## 13. INTELLECTUAL PROPERTY

**13.1.** ABA owns or has obtained a valid license to use all intellectual property used in connection with the provision of ABA Mobile. Information provided to you as part of ABA Mobile may only be used for personal use and reference only and may not be reproduced, distributed or transmitted to any person or incorporated into any other document without ABA's prior written consent.

## 14. AMENDMENTS

**14.1.** ABA may change the Specific Terms and Conditions at any time. If so, ABA will always give you a reasonable notice period required by applicable law and communicate these changes, either by direct communication, by display in ABA's branches, by notice in the media (including public notices), by notice on ABA's website or any other method of electronic communication used by you.

## 15. DISPUTE RESOLUTION AND GOVERNING LAW

**15.1.** Any dispute arising out of or in connection with the Specific Terms and Conditions, including any question regarding its existence, validity, performance or termination, shall be referred to and finally resolved by arbitration in the Kingdom of Cambodia in accordance with the Arbitration Rules of the National Commercial Arbitration Center ("NCAC Rules") being in force at the time of commencement of arbitration and by reference in this clause the NCAC Rules are deemed to be incorporated as part of this contract. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The Specific Terms and Conditions are governed by the laws of Cambodia.

## APPENDIX-A

### List of key services and functions available on ABA Mobile as of March, 2023

#### ACCOUNTS

Under the Accounts section, a user can see all Accounts existing with ABA and can access the following features and services

- See all Accounts
- Open instantly new Savings Account, Mobile Riel Flexi or Mobile Fixed Deposit in USD or KHR
- Open ABA account with premium number
- See the Account balances
- Hide/Unhide one or more Accounts from the list
- Rename the Account name to preferred one

- Activate/Deactivate the PUSH notification for transactions under particular Account
- See and download Account transaction details in PDF format
- See and download Account statement for different period and in different format
- Download Fixed Deposit Certificate opened in ABA Mobile in PDF

## CARDS

ABA Mobile user can view all available ABA physical and virtual cards including ATM, VISA, Mastercard and UnionPay and access to the following relevant features and services

- See list of all available cards
- See all card related transactions under linked Account
- Create new virtual Mastercard or Visa card
- Request new physical card
- Manage and control transaction limits of the card
- Block or unblock card whenever needed
- Activate newly issued physical card

## TRANSFERS

ABA Mobile users can make various type of local and international transfers instantly in 24/7 mode

- Transfer to any ABA account
- International transfer – SWIFT
- International transfer – RIA
- International transfer – MoneyGram
- International transfer – DBP
- Transfer to VISA Card
- Transfer to Local Bank – NCS
- Transfer to Local Bank – Bakong
- Transfers money between ABA account and local e-wallets such as TrueMoney, Wing, Bakong, Pi Pay, SpeedPay and more in the future.

## PAYMENTS

Under the Payments section of ABA Mobile users can access and pay to a wide range of third-party service providers partnered with ABA Bank. For these payments, ABA only acts purely as a payment facilitator with external cooperation partners of ABA, which are not affiliated with ABA.

These popular service providers can be paid to under the following categories for free:

- Mobile top-up
- Internet & TV
- Utilities
- Financial Services
- Education

- Entertainment
- Public Services
- Real Estate
- Insurance
- Travel & Tours
- Membership & Subscription
- Charity & Donation
- Trading & Distribution

## **SERVICES**

ABA Mobile user can access service offerings from ABA Bank's external cooperation partners; however, these services are offered under the Terms and Conditions of the respective external cooperation partners and not ABA Bank. Any contractual agreement and liabilities will be between the ABA Mobile user and the respective external cooperation partners, not ABA Bank. For these services, ABA Bank acts as payment facilitator only. For more details about , see the Terms and Conditions of the respective external cooperation partner.

## **FAVORITES**

Within this section, users can:

- Create new templates for frequently used transaction to beneficiaries and service providers
- Access stored templates for beneficiaries and service providers
- Create scheduled transfers or payments with various payment frequency options (one-time, weekly, monthly, every 3 months, every 6 months, and yearly)
- Set up automatic bill payments for service EDC, which will deduct funds from the user's selected account on the invoice date.

## **E-CASH**

E-Cash is one of the unique services that allows users to send money to any ABA ATM in either USD or KHR currency and withdraw it without a card.

## **SCAN QR**

With Scan QR feature, a user can scan QR codes to process the following transactions

- Pay with QR at online or instore merchants who accepts ABA PAY, Bakong, Visa QR or Mastercard QR.
- Deposit cash to ABA account at any ABA Cash-in kiosks or Cash Deposit Machines.

## **ABA PAY PLACES**

User can find a list of merchants where ABA PAY is available, including information about offered discounts, location and contact details.

## **MOBILE INSTANT LOAN**

Users with available ABA Fixed Deposit Accounts can request for a loan and get money instantly in their account.

## **SALARY LOAN**

Users can conveniently request a salary loan against their Payroll account and make repayments at their convenience using ABA Mobile.

## **LOANS**

Access comprehensive loan details and effortlessly view your loan schedule through the mobile app. Receive timely notifications regarding upcoming, successful, and failed loan payments.

## **ABA PUSH NOTIFICATION**

User receives instant Notification of financial transactions or fund movements under user's account or card. The Notification message appears as a pop-up on the screen instantly after each transaction is made.

## **ABA LOCATOR**

User can access to interactive map where can be found locations of all ABA Branches, ATM's and Cash-in kiosks.

## **CONTACT US**

Under this function a user can contact ABA's Customer Support Center 24/7 via available feedback form, integrated Facebook messenger or call-in to our hotline number.

## **EXCHANGE RATES**

This section shows the exchange rates for all popular currencies in Cambodia. This also includes the currency calculator that can help user to check rates for any amount instantly.

## **WIDGET**

Enhance your banking experience and productivity by adding widgets to ABA Mobile's home screen. These widgets grant convenient and quick access to various features, including ABA KHQR, real-time account balance, and up-to-date ABA exchange rates.

## **HOME SCREEN EDIT**

We understand that personalization is important. Therefore, users can customize ABA Mobile home screen as per their preferred style or mood. Features include:

- Reordering functions for quick access to frequently used services
- Personalizing the background image and icons
- Adjusting font sizes for better readability
- Switching between dark and day modes based on preference

## **NEWS AND PROMOTION**

Stay well-informed about the latest updates and promotions offered by ABA Bank.

## **DISCOVERIES**

Explore new features, learn how to master ABA Mobile, and receive valuable financial tips to optimize your banking experience.

## **USER PROFILE**

Users can access and update profile photo and personal information to ensure that information remains actual and accurate.

## **SECURITY**

Users have the flexibility to customize the security settings of ABA Mobile based on personal requirements, which may include:

- Enabling two-step verification with FacePass Secure
- Updating contact information, such as phone numbers
- Change a Personal Identification Number (PIN), and more

## APPENDIX-B

List of transaction limits available on ABA Mobile as of October, 2023

### TRANSFERS

Service Types	Maximum Amount/transaction	Maximum Amount/day	Maximum Amount/month	Transactions Limit
Transfer to own ABA account	Unlimited	Unlimited	-	20
Transfer from joint account to own ABA account	\$500,000.00	\$500,000.00	-	20
Transfer to other ABA account	\$100,000.00	\$100,000.00	-	-
International Transfer – SWIFT	\$100,000.00	\$100,000.00	-	-
International Transfer – Ria	\$9,999.00	\$9,999.00	\$9,999.00	-
International Transfer – MoneyGram	\$9,900.00	\$9,900.00	-	-
Transfer to Philippines – DBP	\$9,900.00	\$9,900.00	-	-
Transfer to Local Bank – NCS	\$100,000.00	\$100,000.00	-	-
Transfer to Local Bank – Bakong	\$50,000.00	\$50,000.00	-	-
Transfer to TrueMoney	\$1,000.00	\$1,000.00	\$5,000.00	-
Transfer to Pi Pay	\$2,500.00	\$2,500.00	\$5,000.00	-
Transfer to Wing	\$10,000.00	\$10,000.00	-	-
Transfer to KESS	\$2,500.00	\$2,500.00	\$5,000.00	-
Transfer to Bakong Wallet	\$1,000.00	\$2,500.00	\$20,000.00	-
Transfer to VISA Card	\$2,500.00	\$5,000.00	\$20,000.00	10
Transfer to Master Card	\$2,500.00	\$5,000.00	\$20,000.00	10
Transfer to UnionPay Card	\$2,500.00	\$5,000.00	\$10,000.00	10
ABA Pay	\$100,000.00			
ABA Pay CoF	\$100.00	\$500.00	-	10
Biometrics Pay & Transfer	\$1,000.00	-	-	-
E-Cash	\$1,000.00	\$3,000.00	-	-

## PAYMENTS

<b>Service category</b>	<b>Maximum per transaction</b>	<b>Maximum per day</b>	<b>Transactions Limit</b>
EDC	\$100,000.00	\$100,000.00	15
Other utilities	\$100,000.00	\$100,000.00	-
Public Services	\$100,000.00	\$100,000.00	-
Trading & Distribution	\$100,000.00	\$100,000.00	-
Insurance	\$25,000.00	\$25,000.00	-
Real Estate	\$50,000.00	\$50,000.00	-
School	\$50,000.00	\$50,000.00	-
Others	\$5,000.00	\$5,000.00	-

- end-



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