



GENERAL TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES

Effective 21 October 2019



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INTRODUCTION

The following terms and conditions shall govern the provision of services for Online Banking Services (“Terms and Conditions”) made available to any type of customers of Advanced Bank of Asia Ltd (“the Bank”).

The Terms and Conditions listed in this document do not represent all the terms and conditions under which online banking services are provided. However, additional terms may be implied by laws and specific service’s terms and conditions (i.e. the Bank’s Mobile Banking Terms and Conditions).

The Customer is highly encouraged and instructed to thoroughly review the specific service’s terms and conditions, the General Terms and Conditions governing the use of account and its facility (hereafter all together are called “Other Terms and Conditions”) in conjunction with these Terms and Conditions, when subscribing to and/or use of any online banking services; for example, Internet Banking for Business (“iBanking for Business”), Personal Internet Banking (“Personal iBanking”), ABA Mobile, PayWay Online Payment Gateway (“PayWay”), Cash-in Machine (“CiM”), Cash-in Service (“CiS”) and Automatic Teller Machine (“ATM”). The Customer can find Other Terms and Conditions on the Bank’s website and/or in-branch counter.

These Terms and Conditions shall together form integral part of Other Terms and Conditions. The definitions used in the Terms and Conditions for Online Banking Services shall have the same meanings as described in the Other Terms and Conditions; unless otherwise, the context requires to be differently defined. To the extent that there is any conflict between these Terms and Conditions, the specific service’s Terms and Conditions shall prevail.

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DEFINITIONS

The following definitions are applicable unless otherwise specified in the Agreement:

<p>“ABA Mobile”</p>	<p>refers to Mobile Banking Application owned by ABA to allow the Bank’s customers to access accounts using smartphone. ABA Mobile is a part of the ABA Online Banking platforms.</p>
<p>“Account”</p>	<p>means the Bank’s all types of accounts provided to its customers.</p>
<p>“Account Statement”</p>	<p>refers to official statement, confirmation, or advice (hereafter called the “Statement”) that is issued to Customer at the frequency and in the manner advised by them from time to time as per agreed terms of service. It is Customer’s responsibility to examine promptly each entry in Account Statement and any accompanying item which they receive, or which is made available to them. Customer must report any irregularities to the Bank in writing immediately after they become aware of such irregularities, including any suspected fraudulent, improper or unauthorized activity in respect of the Account. Neither the Bank nor any other affiliates of the Bank shall be responsible for Customer’s reliance on balance, transaction, or other information in any Statement as such information may be further updated, subsequently corrected or provided to us by a third party.</p>
<p>“Agent”</p>	<p>means any representative, agent, correspondent bank, courier, vendor, professional adviser, contractor or third-party service provider being appointed in writing.</p>
<p>“Agreement”</p>	<p>means, in respect of each service, the contract between you and the Bank for the service, comprising the solutions and pricing proposal (if any) or our authorization/agreement to the request made by you as recorded in the Bank’s application form(s) and any other amendments made/proposed by you related to the service and “Agreement(s)” shall also mean all such contract(s) agreed between you and the Bank.</p>
<p>“Authorization”</p>	<p>means:</p> <ul style="list-style-type: none"> 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.
<p>“Authorized Person / Signatory”</p>	<p>means any natural person you designate in writing (including electronically) as having the authority (either singly, jointly, or else) to issue any instruction or to act on your behalf under an Agreement or in relation to a service and/ or an account, and “Authorized Person/Signatory” shall include, in respect of an Online Banking Service, as an Authorizer.</p>

“Authorizer”	means a person who is authorized to make authorization in Online Banking Service.
“Authentication Factor”	refers to verification methods used by the Bank to verify Customer authenticity and to allow Customer have access to the service.
“Base Currency”	refers to United States Dollar (USD) currency.
“Business Day”	means a day on which the Bank is open for general banking business in the all locations for the applicable banking services.
“Communication”	means any transmission of information including any instruction, demand, or notice.
“iBanking for Business”	consists of different solutions such as Standard iBanking for Business (“SIBB”), Hybrid Integration Solution (“HIS”), and Host-to-Host Integration Solution (“H2H Solution”). Customer is informed of and well understood the features, benefits, associated risks and mitigations before subscribing to any of the aforementioned solutions.
“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.
“Online Banking Services”	refers to banking services where Customer can self-manage and self-operate more aspects of account and its facilities over the internet service and online channels; that includes Internet Banking for Business (“iBanking for Business”), Personal Internet Banking (“Personal iBanking”), ABA Mobile (“ABA Mobile”), and PayWay Online Payment Gateway (“PayWay”). That includes, without limitation, the request and receipt of information concerning the Customer’s deposit account, card account, loan account, and other banking facility(-ies) to be viewed/notified, transacted, or scheduled for any kind of transactions; for example, downloading electronic account statement where available; issuing applicable instruction or communication (i.e., payment order, loan disbursement request); ordering check book; initiating instant/scheduled payment or transfer transaction, and accessing other functionalities and features that the Bank may introduce under Online Banking Services from time to time on those respective channels.
“Other Terms and Conditions”	has the meaning set out in the opening paragraph of this document.
“PayWay”	refers to an online payment transaction processing service that allows merchants to receive online payments made on their website and/or application by card holder, the Bank’s Customer, and/or Customer of Financial Institutions who have bilateral agreement with the Bank to process payment via card-based transaction (such as Visa and MasterCard) and account-based settlement method.

"Paying Bank"	means the bank who is obliged to pay the beneficiary the amount/sum of money instructed by one to another party.
"Payment Order"	refers to an instruction given to a bank to pay or collect a specific sum of money out of a designated account, to or for a payee, or to or for a payee's account, and includes any amendment to a payment order. It may be value-dated but not be subject to a condition other than as the originating bank agreed to perform. Value-dated payment order can be future date which is set by user on the system and will only become effective in future date.
"Personal iBanking"	refers to retail internet banking service accessible through the Bank's site: https://secure.ababank.com upon receiving access credentials such as username, static PIN, and other Authentication Factors (i.e., One-Time Password, "OTP") to self-manage and self-operate account(s) registered in the Bank.
"Representative"	means directors, officers, and/or employees.
"Solutions and Pricing Proposal"	means any solution and pricing proposal (as may be amended and/or supplemented from time to time) from the Bank to you for any service you request.
"System"	means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, the Bank in support of and used together with any Online Banking Service, or update thereto and "Systems" shall be construed accordingly.
"Token PIN"	means any confidential password, security code, or other identifier issued by the Bank, directly or indirectly, to access or facilitate access to an Online Banking Service.
"Token" or "Security Device"	means any device, electronic key, smartcard, procedure, or other thing issued by the Bank, directly or indirectly, to access or facilitate the access to an Online Banking Service. The device can be used to gain access to an electronically restricted resource for creating and authorizing payment.
"Tax"	means any tax, levy, impose, duty or other charge or withholding of a similar nature (including any penalty, interests/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.

INTERPRETATION

Unless a contrary intention appears, any reference in each Agreement to:

"You", "your", "yours", "yourself", and "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.
"We", "us", "our", and "ourselves"	shall refer to the Bank (including the relevant Representative and Agent) or any other Agreement as the provider of the relevant service.
"A document"	is any Agreement includes any variation or replacement of it.
"Including"	shall be construed as including without limitation.
"Any instruction" and "any action to instruct"	shall also include any request, direction, order, notice and agreement.
"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.
"A provision of law"	is a reference to that provision as amended or re-enacted.
"Party"	shall refer to you or us and parties means both you and us.
"A person"	includes any individual and legal entity; that includes 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.
"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.
"Vary a document"	shall also mean to modify, amend, cancel or waive that document.

The singular includes the plural and vice versa.

Any paragraph headings are inserted for convenience only and shall not affect the interpretation of any provision of any Agreement.

1. ONLINE BANKING SERVICES

The Bank may from time to time add other services into Online Banking Services. Customer is deemed to accept and agree to the Terms and Conditions if they are still using the service.

CATEGORY	DESCRIPTION
Account Summary	Account and loan inquiry
Account Statement	Download statement in various formats
Own Account Transfer	Transfer within own accounts
Third-Party Transfer	Transfer to other accounts within the Bank
Local Payment	Transfer to local banks in Cambodia using single payment or multiple payments
Outward Telegraphic Transfer	Transfer oversea using single payment or multiple payments
Bill Payment	Pay various bills
Trade Finance	Open Letter of Credit and Standby Guarantee
Payroll	Set up payroll template or import employee list
Check Book Management	Request for new check book, stop check request, check status inquiry
Secured Messaging	Message within system between User and Bank
Create Payment Template	Create detailed template for upcoming payments
Create Beneficiary	Save beneficiary information for next payment
Open Account	Open additional deposit accounts
Exchange Rate Viewing and Currency Conversion	View exchange rate and make currency conversion inquiries
Standing Instruction	Create standing instruction to the Bank for recurring payments
Direct Debit	Initiate debit transfer transactions made available to certain type of businesses
Change Password	Change User password
Change Token PIN	Change User token PIN

2. ELIGIBILITY

- 2.1. Any type of Customer can apply for any one or all Online Banking Services as described in specific service's Terms and Conditions by completing the relevant 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, internet banking and mobile banking.
- 2.2. Online Banking Service is made available to a Customer who meets the criteria for Online Banking Service as determined by the Bank and as may be published on its website from time to time.
- 2.3. For security reasons and to ensure controlled, legitimate and lawful access to and use of Online Banking Service, certain online access requires the Customer to have a mobile phone or other smart device with its phone number duly registered with the Bank.
- 2.4. The Bank reserves the right to refuse to offer Online Banking Service to any Customer for any reason at its absolute discretion and without giving any reasons for such refusal.

3. YOUR CONSENT

When you start using or continue using the Online Banking Service, you agree to the followings:

- 3.1. You have established, agreed unequivocally, and given your consent to this Terms and Conditions.
- 3.2. The Bank may update the Terms and Conditions by posting such changes on the Bank's website, or on other channels which may fit, and you shall be legally binding on you and us upon giving a reasonable time of notice period.
- 3.3. Before you apply to us for activation of Online Banking Service or use Online Banking Service for the first time, you have to carefully review and read the Terms and Conditions together with Other Terms and Conditions and fully understand relevant provisions and accept and agree to be bound by all Terms and Conditions irrevocably.
- 3.4. Amendment of user profile will become effective only after the Bank has completed its amendment as per existing process, which may require time. During this time, you agree to take care of your 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.
- 3.5. Account mandate of the user(s) assigned to access Online Banking Service ("iBanking for Business" in particular) must be the same/tallied with the user profile submitted to the Bank via the 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 the user's information such as email, ID/passport number, phone number which may not require to be tallied/the same as an individual user profile. The Bank may reject any application whose instruction is different from the existing account mandate. However, the Bank is not obliged to verify your account mandate against your assignation of user access, authorization limit, authorization flow, and service access, etc. under certain integrated solution (for example H2H Solution) whereby such accesses inclusive of authorized flows are under your full access management and control before such a file is passed through certain encryption procedure to the Bank's channel for further process. They are at your own obligation to ensure those accesses and user profiles are tallied and you agree to accept any irregularities arisen from such assignation without binding any liabilities to the Bank and that you further indemnify the Bank from all kinds of losses related therein.
- 3.6. The 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 the Bank and that you indemnify the Bank from all kinds of loss related therein.

4. AVAILABILITY

- 4.1. The Bank will, on a best effort's basis, make available Online Banking Service. However, availability is also dependent on third-party service providers (for example, telecommunication provider or bill payment 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.
- 4.2. The Bank may, at any time, suspend Online Banking Service or any facility available under it without any notice, where it is necessary or advisable to do so.
- 4.3. 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.
- 4.4. The Bank shall inform you of any prolonged inaccessibility to, or unforeseeable but necessary termination of, Online Banking Service via channel(s) which the Bank is deemed appropriate.
- 4.5. The Bank may restrict or cease your use of Online Banking Service at any time and for any reason upon notice to you.
- 4.6. In using Online Banking Service, you must make sure that
 - a) All your devices are compatible, virus-free, and legally used;
 - b) You notify the Bank for any discrepancy without any attempt to interfere with data and software in online banking platform. The 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 is compatible with Online Banking Service standard requirements and is free from any viruses, and you adequately protect such equipment by installing up-to-date security, anti-virus and other software;
 - d) If you access and use Online Banking Service through a computer, mobile phone or other smart device which you do not own or otherwise is not legally registered in your name, you do so entirely at your own risk;
 - e) The internet is not a completely reliable means of communication and you communicate through such means entirely at your own risk;
 - f) You agree irrevocably and unconditionally and accept all liabilities for any and all Instructions without limitation;
 - g) You check regularly your Statement of account(s) and promptly notify the Bank of any discrepancy; and
 - h) You don't interfere with or damage (or in any way attempt to) any data, software or security associated with Online Banking Service.

5. ACCESS

- 5.1. To access Online Banking Service, you must enter your secret personal identification: User ID/name, Password and/or other Authentication Factors which the Bank's Online Banking Service system may require from time to time.
- 5.2. To access Online Banking Service, you must enter
 - i) your secret personal identification number, which is generally comprised of a set of digits (the "User ID" or "Username");
 - 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.

- 5.3. If your user ID, username, 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 credentials will be suspended, requiring you to contact the Bank to confirm your identity and reactivate your Online Banking Service profile.

6. USER ID, LOGIN PASSWORD, TOKEN PIN

- 6.1. Depending on platform, you may at any time change your password or other Authentication Factor as may be permitted within the functionality of the Online Banking Service or otherwise by contacting the Bank through one of the Bank's communication channels from time to time.
- 6.2. You may also contact the Bank contact center for support on some services; for example, retrieval of User ID, block Username, disable Token (lost token) or block your own username. The Bank will use its existing verification process to verify Customer before entertaining the request. The Bank may also require you to send a written request to the Bank to perform such service above. You acknowledge that email, call and/or written request may be recorded and can be used as concrete evidences.

7. INSTRUCTIONS FROM CUSTOMER

- 7.1. Transaction in Online Banking Service 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.
- 7.2. 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.
- 7.3. The Customer authorizes the Bank to act on all instructions through Online Banking Service, and the Bank irrevocably and unconditionally accepts all instructions as binding.
- 7.4. The Bank accepts that instruction sent to the Bank via Online Banking Service is error-free and all information including but not limited to beneficiary details (for example, 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. It is the Customer's responsibility to ensure that all details relating to the intended beneficiary 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.

8. EXECUTION OF INSTRUCTIONS BY THE BANK

- 8.1. Instructions are irrevocable and cannot be reversed without the Bank's prior approvals.
- 8.2. 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.
- 8.3. Any response to an Instruction from the Bank to the Customer which contains account information can be 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 core systems.
- 8.4. The Bank will endeavor to effect Instructions as soon as reasonably possible and on a best effort's basis. In case 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 receiving special instructions.

- 8.5. 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; not extended working hours.
- 8.6. 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; 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 requires 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).
- 8.7. 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.
- 8.8. An Instruction submitted through Online Banking Service will not be affected if the operations of Online Banking Service are suspended or terminated for any reason.
- 8.9. The Bank reserves the right to require the Customer to provide written confirmation or additional information in relation to an Instruction.
- 8.10. Instructions to transfer funds to an account held in a foreign country
- i) are made through 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.
- 8.11. 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.
- 8.12. All transfer Instructions will be converted by the limit into Base Currency at its buying rate unless the payee has made special arrangements with the paying bank.
- 8.13. 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.
- 8.14. 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 bank's fees or charges or other third-party bank fees or charges).
- 8.15. No written advice or confirmation will be made or issued by the Bank for any transaction Instruction issued through Online Banking Service.
- 8.16. 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.

9. EXECUTION CUT-OFF TIME

Transactions effect immediately for account-to-account transfers within the Bank but follow the cut-off time and working day with foreign countries or third-party banks.

- 9.1. Instructions where the paying and receiving account are both held with the Bank will be affected immediately except those payments with future date.
- 9.2. 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 defined by the Bank for a currency and/or third-party bank transaction on a Business Day will only be executed on the upcoming Business Day.

10. TRANSACTION INSTRUCTION LIMITS

The executed transactions shall be subject to limits as set out in the account mandate or prevailing by bank policies/procedures; also followed by any generally applicable maximum aggregate limit per Customer and its application/assigned service.

- 10.1. Transaction Instructions shall be subject to limits as set out in the Customer's mandate, subject to Bank's prevailing policies, procedures, and regulations.
- 10.2. Limit can be changed either to lower or higher than the limit set under the Bank's prevailing policies, procedures, and regulations if the request has been made by Customer and approved by the Bank.
- 10.3. 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).

11. RECORDS AND STATEMENTS

- 11.1. The Bank will not issue a printed advice or confirmation in relation to Instructions or the account(s).
- 11.2. The Customer may check his/her account statement and all records of Instructions using Online Banking Service.
- 11.3. The Customer must check these statements and records regularly and advise the Bank 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.
- 11.4. 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.

12. CUSTOMER'S OBLIGATIONS

- 12.1. The Customer is responsible to ensure that his/her ability to use Online Banking Service is permitted by law applicable to him/her.
- 12.2. 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.
- 12.3. 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.

13. BANK'S RIGHTS

- 13.1. 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.
- 13.2. The Bank may change the contents of this Terms and Conditions and/or create new Terms and Conditions at any time by posting to the Bank's website and other digital communication channels. The changes will take effect on the date specified in the notice upon a reasonable notice. Should you continue to keep or use 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.
- 13.3. The Bank may notify you of any changes to these Terms and Conditions by publishing such changes on the website, applicable acceptance screen of Terms and Conditions for a feature/function, or by displaying them at our branches, as well as through other means we consider deemed fit.

14. SECURITY MEASURES

- 14.1. When logging in to Online Banking 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.
- 14.2. The Bank may alter, amend or replace any or all procedures, forms or levels of encryption to ensure maintenance of security and confidentiality standards.
- 14.3. The Customer must keep his/her User ID, Password and other Authentication Factor, all account information, any information conveyed over Online Banking Service and any related information secure and confidential at all times, and take any steps required to prevent unauthorized 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 information to any third party, including the Bank's staff.
- 14.4. 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.
- 14.5. The Customer must comply with any additional security measures as may be notified by the Bank from time to time.
- 14.6. 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.
- 14.7. 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, whether or not authorized by the Customer.
- 14.8. The Customer may be required to assist the Bank and/or the police or other competent authorities in any enquiries related to a breach of security of the Online Banking 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.
- 14.9. For security reasons, the Customer is advised to:
 - a) 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 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 Customer's access or get access to Online Banking Service pretending to be the Bank's Customer;
- 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's staff; and
- i) once logged in to Online Banking Service, never leave your computer, mobile phone or other smart device unattended at any time and don't let anyone else use it until the you have properly logged out. For security reasons and preservation of confidential information, if the Customer's computer, mobile phone or other smart device is logged in but remains unused for a specific period as set by the system, the Customer will be automatically logged out of Online Banking Service. To regain access, the Customer must log in to Online Banking Service again.

14.10. 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, unauthorized access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented.

14.11. Subject to the Terms and Conditions and without prejudice to its rights under Other Terms and Conditions, the Bank will take all reasonably practicable steps to ensure that its systems used in connection with Online Banking 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.

15. LIABILITY AND INDEMNITY

15.1. The User ID, Password and other Authentication Factor are to be used by the authorized user Customer only and should not be disclosed to any third party. The Customer shall be liable for any resulting costs, losses or expenses incurred by the Customer and the Bank due to such disclosure.

15.2. 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 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 unauthorized 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 and Conditions);
 - g) his/her reliance on information available on Online Banking 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; 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).
- 15.3.** 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;
 - 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 and Conditions.

16. 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 bear joint and several liability for your obligations under the Agreements and references to you in the Agreements made with each of those persons.

17. BANK'S EXCLUDED LIABILITY

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

- 17.1.** 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.
- 17.2.** The Bank will not be liable for any losses due to the User ID, Password and other Authentication Factor being used by any authorized or unauthorized persons.
- 17.3.** 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.
- 17.4.** 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.

- 17.5. 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 had previously received notice of, and had a reasonable time to act on, a security breach or potential security breach, or a loss or change in mobile phone or other smart device);
 - 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 the failure of any machine, data processing system or transmission link.
 - g) Failure to act upon an Instruction for any reason beyond the Bank's control;
 - h) 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;
 - i) Partial, incomplete, late or failed transfer or bill payment to any nominated payee due to reasons beyond the Bank's control;
 - j) Access by a third party to information concerning 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);
 - k) 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
 - l) any change, alteration, modification, addition or deletion to these Terms and Conditions, Online Banking Service or the Bank's services and systems of operation.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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.

18. BANK CHARGES

- 18.1. 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 of the Bank's communication channels.
- 18.2. Any applicable fees and charges will be directly debited from the relevant account.
- 18.3. Fees and charges directly related to a transaction will be debited from the relevant account at the time of execution of the transaction.

19. SET-OFF AND CURRENCY CONVERSIONS

- 19.1. 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.
- 19.2. 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.
- 19.3. You agree to grant us a lien over the accounts you hold with us in order to secure any and/or all obligations.

20. SUSPENSION, AMENDMENT OR TERMINATION

- 20.1. 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.
- 20.2. The Bank may suspend or restrict access of users or terminate Online Banking Service at reasonable time.
- 20.3. The Bank may suspend or terminate Online Banking Service if the Customer:
- a) fails to comply with the Terms and 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 and Conditions;
 - c) engages in any illegal activity;
 - d) is found as our unwelcome or blacklisted Customer
 - e) is convicted of an offence under the laws of Cambodia;
 - f) ceases to be employed by his/her present employer;
 - g) has an expulsion or deportation order issued against him/her; or
 - h) files for bankruptcy.
- 20.4. The Bank may use reasonable endeavors to notify the Customer of any termination.
- 20.5. 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 Online Banking Service facility.
- 20.6. 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.
- 20.7. 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.
- 20.8. Amendment of account mandate, i.e. add or change or remove signatory, in account level will impact the work flow in Online Banking Service. The Bank will require Customer to also submit the application form to update the same information and work flow in Online Banking Service to ensure consistency. Action taken by the Bank to affect such request requires time as per our existing procedure. Bank will usually take not more than one (1) Business Day to affect the instruction; however, there may be some cases that the instruction may take more than one (1) Business Day.

21. ANTI-MONEY LAUNDERING

All facilities and services offered by the Bank are subject to provision by Customer of all information requested in accordance with all applicable anti-money laundering regulations of the National Bank of 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.

22. INTELLECTUAL PROPERTY RIGHTS

Document, software, hardware and everything in Online Banking Service is the property of the Bank so Customer must not misuse it.

- 22.1. 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.
- 22.2. 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.
- 22.3. 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 authorized 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.

23. MISCELLANEOUS

- 23.1. The Terms and 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 and Conditions shall result in the immediate withdrawal of such services or facilities at the bank's sole discretion.
- 23.2. 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 and Conditions respectively. The application process is an integral part of the Terms and Conditions. The Bank may, at any time, request any additional information as reasonably necessary and the Customer shall promptly comply with any such request.
- 23.3. The Bank expressly reserves the right from time to time, at its absolute discretion, to amend these Terms and 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 and 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 these Terms and 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.

- 23.4. If, at any time, any provision of these Terms and 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.
- 23.5. Online Banking Service should be used in good faith and in accordance with the Terms and Conditions.
- 23.6. Online Banking Service should not be abused and should not be used to commit any kind of fraud or illegality.
- 23.7. Any breach of these Terms and Conditions by the Customer may, at the Bank's absolute discretion, result in the immediate termination of Online Banking Service.
- 23.8. 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.
- 23.9. 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;
 - c) Close Online Banking Service temporarily or permanently; and
 - d) Close some service available within Online Banking Service.
- 23.10. 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.
- 23.11. Notwithstanding anything to the contrary in the Terms and 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.

24. LANGUAGE

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

25. GOVERNING LAW AND JURISDICTION

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



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