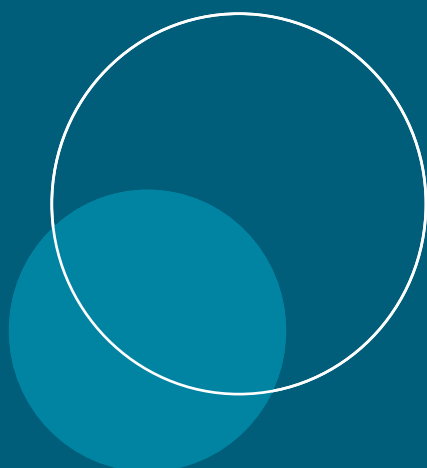




# GENERAL TERMS AND CONDITIONS

Effective 1 July 2019



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# INTRODUCTION

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The General Terms and Conditions (Terms and Conditions) are developed as part of the agreement governing the use of products and services of the Bank, including account. The Terms and Conditions apply when we provide you with certain personal banking product and service. You agree to the Terms and Conditions when you sign an account application form or acquire any of our personal banking products and services. You should keep this booklet for future reference.

The Terms and Conditions listed in this document do not represent all the terms and conditions under which banking products and services are provided; however, additional conditions may be implied by laws, specific terms and conditions (i.e., Credit Card Terms and Conditions), or may be agreed in writing by you.

We may change the Terms and Conditions, including specific terms and conditions of a product or service to reflect the necessary requirement for account operation of the Bank, including, but not limited to, interest rate, condition(s), fee charge at any time at our sole discretion and/or subject to applicable law. If there is any discrepancy between General and Specific Terms and Conditions, the Specific Terms and Conditions of product or service will prevail.

This booklet sets out the terms and conditions of your account and forms part of your contract with us. You will be considered to have agreed to these terms and conditions, on the earlier of when you first use your account or when you otherwise agree to the terms and conditions. We encourage you to read this document when you apply for any account services with us. These terms are legally binding on you in your dealings with us; therefore, you are advised to read and understand the Terms and Conditions before using your account.

The information in this document is subject to change. We will provide updated information by giving you a notice (if required, such as where the change is materially adverse to you) or by posting the updated information on our website and/or other communication means we see it deems fit. You can also contact us to receive a free paper copy of any updated information.

## DEFINITIONS

'Account holder'	means the person in whose name an account is operated and who is responsible for all transactions on the account.
'Authorized signatory'	means the third party who is authorized to operate on the account.
'Available balance'	means the total balance in your account less any unsettled transactions plus any credit limit you may have on your account (for accounts with overdraft arrangement).
'Business day'	<p>means any weekday when we are open for business rather than a public holiday. Saturday and Sunday are not classified as business days even though branches may be open for business.</p> <p>For ATMs, business day refers to any weekday when the branch where the ATM located is open for business. Saturday and Sunday are not classified as business days even though the branch may be open for business.</p>
'Card'	means any authorized card issued by us for your account or for which we allow you to link to your account. See 'Summary of Features' for details.
'Code'	means a PIN, ABA Online Banking access code, Online Banking password or any similar information which may be required to make electronic funds transfer transactions to/from accounts, and which the user is required to keep secret.
'Device'	means an article we give to a user to perform electronic transactions.
'Electronic equipment' or 'Electronic terminal'	means electronic terminals (e.g. ATMs, POS terminals and terminals located at the counter in a branch), computers, televisions and telephones.
'ABA' or 'the Bank'	Refers to Advanced Bank of Asia Limited.
'You', 'your', 'yours'	Refers to account holder or authorized signatory.
'We', 'us', 'our', 'ours'	Refers to Advanced Bank of Asia Limited.
'Customer'	Includes ABA account holder and non-ABA account holder, who acquires one-off service of ABA. All customers are subject to different forms of due diligence.
'OTC'	Over the counter

'CiM'	Cash-in Machine
'CDM'	Check Deposit Machine
'Operate'	<p>Defined as the followings:</p> <ul style="list-style-type: none"> <li>▪ To draw, sign and endorse check and order or instruments for payment notwithstanding that the debit of any such check and order or instruments to the account cause the said account to be overdrawn or any overdraft to be increased thereby.</li> <li>▪ To pay monies, check, notes, drafts, orders and all other documents to the credit of your account and to endorse on your behalf and in your name, or in the name of the attorney, check or other negotiable instruments of any descriptions.</li> <li>▪ To debit your account with any payment which bears the signature of the attorney.</li> <li>▪ To receive, withdraw all or any of your securities, bills, coupons or other property, including any box or boxes and their contents.</li> <li>▪ To negotiate for and take advances by way of discount, loans, overdrafts or otherwise, with or without security.</li> <li>▪ To pledge and deposit any species of security for the repayment of such advances.</li> <li>▪ To receive statement and/or communication of any kind from time to time of your account and certify the correctness thereof on our behalf.</li> <li>▪ To give instructions whether by mail, telegraph, telephone, facsimile or otherwise and/or enter into contracts in buying, selling (including short sales), and all other transaction in relation to Foreign Exchange and/or metal and/or stocks, shares, bonds, warrants and any other stock exchange securities trading, on margin or otherwise.</li> </ul>



## ALL ABOUT ACCOUNTS

# 1. SUMMARY OF FEATURES

PARTICULARS	EVERYDAY BANKING			INVESTMENT
	OTC SAVINGS / MOBILE SAVINGS	OTC CURRENT	OTC CURRENT PLUS	OTC FIXED DEPOSIT / MOBILE FIXED DEPOSIT
Most suitable if you need	Transaction & saving	Transaction	Transaction	Saving
What are available currencies?	USD, KHR	USD, KHR	USD, KHR	USD, KHR
Is there any monthly fee?	No	No	No	No
Will I earn interest?	Yes	No	Yes	Yes
How often is interest paid?	Semi-annually	Semi-annually	Quarterly	Based on term / upon closure
Is check facility available?	No	Yes	Yes	No
Are funds at-call?	Yes	Yes	Yes	Yes
Can I make periodical payments?	Yes	Yes	Yes	No
Can I apply for an overdraft facility?	No	Yes <sup>1</sup>	No	No
Who is eligible to open account independently?	Individual whose age is 15 <sup>2</sup> (for Cambodian) and 18 for (foreigner)	Individual whose age is 15 (for Cambodian) and 18 for (foreigner)	Individual whose age is 15 (for Cambodian) and 18 for (foreigner)	Individual whose age is 15 (for Cambodian) and 18 for (foreigner)
Is Mobile Banking access available?	Yes	Yes	Yes	Yes
Is Personal iBanking available?	Yes	Yes	Yes	No

PARTICULARS	EVERYDAY BANKING			INVESTMENT
	OTC SAVINGS / MOBILE SAVINGS	OTC CURRENT	OTC CURRENT PLUS	OTC FIXED DEPOSIT / MOBILE FIXED DEPOSIT
Is minimum ongoing balance required?	Yes	Yes	Yes	No
What debit card facility is available?	Visa, Mastercard, UPI <sup>3</sup>	Visa, Mastercard, UPI	Visa, Mastercard, UPI	No
How will I get statement?	On request	On request	On request	On request
How can I open an account?	Online, Mobile Banking, in branch, and by appointment at premise	Online, Mobile Banking, and in branch	Online, Mobile Banking, and in branch	Online, Mobile Banking, and in branch
Is there a limit to the number of accounts I can have?	There is no limit to the number of opened accounts; however, Mobile Savings is limited to three per user by currency.	There is no limit to the number of choice accounts, it is subject to satisfactory conduct of account.	There is no limit to the number of choice accounts, it is subject to satisfactory conduct of account.	There is no limit to the number of choice accounts. You can open any number of Mobile Fixed Deposit as you want.

<sup>1</sup> Subject to credit approval process.

<sup>2</sup> Applicable for a Cambodian holding a National Identity Card (NID) only.

<sup>3</sup> UnionPay International (UPI) card is not available for account in KHR currency.

## 2. GUIDES TO OPENING ACCOUNT

### 2.1. Opening your account

You can request to open most accounts online at ABA's designated Online Account Opening web platform, at a branch, or on appointment with our staff at your premise through off-site account opening service. For more details, see the 'Summary of Features' table. To open any new account, we will need some important details from you. You will need to:

- meet certain eligibility criteria and be able to prove your eligibility if required. See the 'Summary of Features' table for more details; and
- supply certain documents and information to us, including details such as your name, address, date of birth, telephone number, and occupation.



Under the National Bank of Cambodia's Law on Anti-Money Laundering and Counter-Terrorism Financing issued in 2008, it is required that everyone who opens a bank account (along with all signatories and related persons to the account) should be identified. If you are opening an account for the first time, this applies to you. You can meet the identification requirements by completing ABA Customer Identification Checklist, which involves providing identity documentation to us. If you or any of the signatories to an account are not identified in accordance with the applicable law, the account will be blocked for all withdrawals, until they are identified; to certain extension, which is allowed by law, we will exit the relationship. If you are an existing customer, you may have already provided the identification required so you do not need to provide it again unless you are asked to do so by us.

## 2.2. Switching to ABA

We can help you switch your banking needs to ABA from another Cambodian financial institution. You can choose to switch by submitting online application at ABA's designated Online Account Opening web platform, by making an appointment with our relationship manager and/or officers in charge of off-site account opening or by visiting us in branch.

### Eligibility for account benefits

Please note you will need to provide us with proof of eligibility for any of the following benefits to be applied.

### Complimentary credit card fee

The issuance and annual maintenance fees are waived when you maintain security deposit of at least 5,000 USD for certain types of credit card. The security deposit shall be blocked separately from minimum ongoing balance and be subject to any kind of set-off terms if you fail to fulfil the obligation for credit card usage. To be eligible for complimentary credit card, you must:

- be at least 18 years old by the date of applying credit card;
- maintain adequate amount of security deposit;
- have no adverse information of your historical usage of credit facility.

## 2.3. Changes in circumstances

If you do not satisfy our eligibility requirements for an account, as set out in the 'Who is eligible to open account independently?' section of the 'Summary of Features' table, we may convert your account to another type of account with us. If your age is below the threshold, you are required to have a guardian to process a joint account with you. Regardless being a party of joint account, your financial activities are limited as you are not independent. We will continue the imposed restriction of this minor account type unless being informed to make change of circumstance with adequate evidences satisfactorily delivering our requirements. In case of a deceased account owner occurs, the Bank will apply joint and several conditions on both remaining asset and liability of such multiple holders (survivors) of the account accordingly.

The Bank might decide to stop certain product and service due to the change of circumstances (for example, market condition, legal requirement). We will notify you at least 30 days prior to converting your account and/or product and service you have subscribed for, to a new one that we intend to convert. If you do not agree to the conversion to the other account and/or product and service with us, you must inform us 10 days prior to the conversion of your account and notify us of your intention to close the account and where to pay your funds to. If you do not provide us with such notice, you will be deemed to have consented to the conversion of your account to another account with us.

## 2.4. Tax Identification Number

FATCA Foreign Account Tax Compliance Act requires Financial Institutions (FIs) to report foreign Tax Identification Numbers (TINs) for US Persons who have established relationship with FIs. US Person is classified when any of the below-mentioned criteria apply on a person:

- a US citizen (including dual citizenship);
- a US resident alien for tax purposes;

- a US partnership;
- a US corporation;
- a US estate other than foreign estate;
- any trust if: (i) any court in the US is able to exercise primary supervision over the administration over the trust, and (ii) one or more US persons have authority to control all substantial decisions of the trust.

You agree that true, fair, and accurate information sharing is mandatorily required for the Bank to provide adequate and complete report to government agencies and undertake to notify the Bank within 30 days whenever there is a change of your circumstances when any of these criteria is applicable on you. Further, you agree that failure to provide correct, complete and accurate TIN may result in classifying your status into 'recalcitrant account holder' when any of below conditions is applied:

- fail to comply with reasonable requests for information necessary to determine if the account is a US account, including self-certification of their tax status;
- fail to provide the name, address and Tax Identification Number of each US person or owner of a US-owned legal entity or business;
- fail to provide a waiver of any foreign law that would prevent a foreign financial institution from reporting the information required under FATCA.

Recalcitrant account holders will be reported as part of the FATCA reporting to applicable government agencies.

## 2.5. Joint account, trust account, account for minor and account with other special conditions

You can also open a joint account, an account for minor or an account on trust (authorized form). The requirements that apply to these accounts are set out below.

### 2.5.1. Joint/authorized account

If the option is available on the account, you may open an account jointly with your partner, family member(s) or a group of people. The credit balance of a joint/authorized account is held jointly by all account holders. This means that each account holder has the right to withdraw all available funds in the account. The account holders must all sign a mandate telling us how the account can be operated. For joint account, the authorized method (Mandate) of operation can be:

- singly – where any signatories must act individually; or
- jointly – where two or more signatories must act together; or
- any X of Z – where at least X number of signatories of total Z signatories must act together.

The Bank does not accept any form of mandate beyond the above-mentioned ones, unless otherwise agreed in writing by the Bank for such a deviation.

For authorized account, the mandate must always be singly – where any signatories must act individually. We do not allow any other forms of mandate as we regard authorized account into a simplified form of joint account.

The joint account holders can change this arrangement at any time by signing a new account mandate or amending the existing one. However, we will normally treat all mandates for operating the joint account as cancelled once we know of account holder's death (and certain conditions have been met) or bankruptcy.

Also, regardless of any mandate to operate, any party of a joint account can require us to operate the account only on the signature(s) mentioned in the last mandate. For any joint account opened by 1 February 2016, all joint account holders must sign on application to revocation of existing mandate and/or closure of joint account. In contrast, joint account holders can request bank to close the joint account, following the mandate that has been pre-set by arrangement of all joint account holders for any joint account opened from 1 February 2016 (for example, a mandate X of Z is to manage, operate and close account is chosen for a joint account. Thus, X number(s) of signatories' signatures can request the Bank to close the joint account without a need to gather Z number(s) of signatories' signatures).

### 2.5.2. Joint/authorized account holder responsibilities

It is important to understand your responsibilities prior to opening a joint account. You should know that:

- the liability of joint account holders on an account is joint and several, so if one or more account holders overdraw the account (if allowed), each joint account holder may be liable for payment of all or any part of the amount overdrawn;
- individual and joint liability for indebtedness may arise if subsequent disagreement occurs between you and the other joint account holder(s). In the event of such disagreement, you should give the immediate notice to the Bank and seek independent legal advice;
- the Bank may continue paying the interest of the joint/authorized account holders, and the Bank, or where there is a dispute in relation to your account over either the ownership of funds or the operation of the account, may stop the operation either wholly or partially of the account upon request by any of the account holder or at the Bank's own discretion, pending resolution of any dispute;
- in the event of death of any of the joint/authorized account holder, the Bank will pay the other joint/authorized account holder(s) (survivors) all moneys and other properties whatsoever standing to the credit of the joint/authorized account;
- if joint account holder gives notice to the Bank to withdraw signatories from the joint account, the account will be stopped by the Bank, but the joint and several liabilities of the account holders for any outstanding debt will continue until repayment is made to the joint account;
- if jointly owned assets are provided as security for a borrowing, you should seek independent legal advice about your liability for debts incurred now and in the future;
- for Online Banking access, you can view the accounts you have with joint account holders when mandate is not 'Singly'. In contrast, you can have same level of online access authority when the 'Singly' mandate is chosen;
- we may accept a check into a joint account which is payable to any one or more named account holders;
- unless you have specified that two or more account holders are required to operate your joint account, your joint account may be closed by any of you (or other person with authority) so instructing the Bank. In such a case, the Bank will not be liable to the other joint account holder(s) for any consequences arising from the closure;
- the Bank may require all of the account holders to agree before action on the instructions of one account holder to close the account even if that account holder has authority to instruct the Bank;
- whenever you want to amend/alter the operation of your joint account, joint account holders are required to physically present at the Bank to execute the applicable forms;
- bank may require time to verify and execute the instruction as per internal bank procedure. The Bank may decide to block the operation of the account for the interest of all joint account holders; or the Bank may decide to stop the operation temporarily of the account during execution of request and shall be liable for such potential damages and legal consequence as result of protecting the rest of all joint account holders.

### 2.5.3. Account for minor

We can open a joint account in the name of you and your minor (a person under the age of 18 for foreigner and 15 for Cambodian without National ID). If an account is opened for a minor, it must always be in a form of joint account, whereby your name (guardian) becomes the primary account holder under the following conditions:

- The guardian can remove him/her from any joint account at any time, except where there is a sole signatory on the account, in which case they cannot be removed from account.
- The guardian must be a parent or guardian of the account holder, and over 18 years of age;
- ABA Online banking access is not permitted for minor.
- Account facilities for performing self-banking transaction such as check, debit card, and credit card are not permitted for minor.

When minor turns to independent person, as defined by applicable law, s/he together with guardian can request to remove guardian and turn himself/herself to be primary account holder. Authority access as single and primary account holder is applied accordingly.

## 2.6. Partnership account

Any indebtedness incurred on an account held by a partnership shall be joint and several liabilities of all partners who, in signing the account mandate authority, on the instructions of any person authority, undertake to ratify and confirm all transactions conducted on the instructions of any person authorized to make transactions on the account.

Any change to the authorized persons of the partnership account is to be notified to the Bank in writing. In the absence of such notice, the Bank is not affected by any change in the constitution of the partnership or any lack of actual authority of an authorized person.

A partner who retires from the partnership shall continue to be liable to the Bank for any indebtedness incurred by the partnership on any account after their retirement until the Bank receives written notice of the retirement of that partner.

The liability of a partner or the estate of a partner to the Bank on any account shall not be discharged on the retirement, bankruptcy or death of that partner, except with the written agreement of the Bank.

## 2.7. Trustee account

By signing the account authority, you authorize the person(s) named on the authority, as well as all trustees/executors/administrators acting within their legal capacity, to manage and operate the account in accordance with the signing instructions.

## 2.8. Your liability

You are responsible to the Bank for all liabilities incurred in relation to your account(s) and indemnify the Bank against any liability it may incur in respect of or arising out of your account(s) unless that liability is incurred by the Bank as a direct result of its gross negligence.

In using the Bank's self-banking facilities (i.e., ATM, Cash-in Machines and so on), you are bound by the set guidelines to safely use such facilities to take effect of payment orders and transactions. Improper usage of such facilities intentionally and/or unintentionally, including but not limited to damaging of hardware and software of the facilities, which negatively impacts such facilities from being functioned appropriately, will be subject to reimbursement of such losses to the Bank, in addition to legal consequences as allowed by the applicable law. The Bank has full interest to make facilities operational without any material problem in delivering the service in good quality manner.

# 3. USING YOUR ACCOUNT

There are many ways to access account and to make deposits and withdrawals. However, not all options described in this section are available on your account. See the 'Summary of Features' table for more information for details of the features that are available on your account. Your account also allows direct crediting, which means you can arrange for a deposit to be automatically paid into your account.

## 3.1. Personal online banking services

These include:

- ABA Mobile Banking Application (ABA Mobile)
- Personal Internet Banking (Personal iBanking)
- Automated Teller Machine (ATM)
- Cash-in Machine (CiM)

With these services, and depending on the features of your account, you can:

- see all your accounts on one screen;
- transfer funds between your eligible accounts;
- transfer funds to any other account within ABA;
- transfer funds between account and wallet held at another financial institution that the Bank has bilateral agreement to work with;
- pay bills;
- open additional accounts (see section of "Summary of Features" for details) – available in ABA Mobile only;
- transfer funds to ATM (for example, E-Cash service in ABA Mobile);
- issue Virtual Card;
- block card;
- set up card limit;
- activate card;
- schedule future payment/standing order (applicable for Personal iBanking only);
- make payment using QR code using ABA Pay feature in ABA Mobile;
- deposit money;
- withdraw money;
- find currency exchange rates of the Bank;
- find ABA Pay places (merchants who accept QR-based payments and provide discounts for such purchases);
- find the Bank's ATM, branch, and Cash-in Machine network of the Bank;
- update your details (for example, picture of your profile);
- change your card PIN;
- communicate your feedback to the Bank.

### 3.1.1. ABA Mobile

With this service, you can get access to your funds around the clock conveniently for most of the features stated in Section 3.1. You can self-subscribe to this service using your account or card number provided by the Bank. If you have only a joint account linked to your profile, you cannot use your joint account to self-activate ABA Mobile regardless of mandate of such joint account. However, if you activate your ABA Mobile using a single account, any joint account(s) linked to your profile will be shown in your ABA Mobile; access to such joint account is based on joint account mandate (for example, if mandate is 'singly', you can view and debit funds from such a joint account; otherwise, 'view only' access is provided).

For ABA Mobile activation, you are required to use any of the telephone numbers you registered with the Bank during the account opening. If the Bank learns that your telephone number(s) has been deactivated or assigned to another subscriber/user by the telecommunication operator, the Bank will automatically update its record in database if you fail to notify the Bank, as applicable law requires the Bank to keep customer's profile up-to-date. As part of the Bank's reasonable care of its service, the Bank may verify that you are not in the possession of the telephone number being claimed by a new subscriber/user. You further agree and indemnify the Bank against all types of losses to remove the telephone number from your profile maintained with the Bank as result of your failure to notify the Bank on timely manner.

The Bank uses different means to secure your OTP (One-Time Password) delivery to activate your ABA Mobile. It is your obligation to keep the OTP in secret and not to share OTP and/or your ABA Mobile access credentials to anyone including the Bank staff.

### 3.1.2. Personal iBanking

With this service, you can get access to your funds around the clock conveniently for most of the standard features stated in Section 3.1. You shall provide correct, complete, and accurate information of your email address and telephone number to receive OTP whenever you login to the service. You are required to use any of the telephone numbers you registered with the Bank during account opening. If the Bank learns that your telephone number(s) has been deactivated or assigned to another subscriber/user by the telecommunication operator, the Bank will automatically update its record in database if you fail to notify the Bank, as applicable law requires the Bank to keep customer's profile up-to-date. As part of the Bank's reasonable care of its service, the Bank may verify that you are not in the possession of the telephone number being claimed by a new subscriber/user. You further agree and indemnify the Bank against all types of losses to remove the telephone number from your profile maintained with the Bank as result of your failure to notify the Bank on timely manner.

When you use email as a mean to receive OTP, you must always ensure that you do not compromise access to such email, do not share the use of such email address, and/or do not share the access credentials with anyone including ABA staff.

## 3.2. Getting started

### 3.2.1. Transaction participants

The Bank will define procedures and limits as allowed by applicable law to identify and verify transaction details and participants. Transaction participants be can account holders, authorized persons (for example, authorized agent) or non-ABA account holders. Participants besides ABA account holders must disclose information required by applicable law to allow the Bank to review and consider their requests to be processed through its core banking system. Failure to disclose information satisfactorily required for each due diligence may result in rejection of transaction as well as review of relationship as allowed by the Bank's Terms and Conditions and applicable law.

As required by applicable law, depositor shall be identified through certain procedure imposed by the Bank in compliance with the minimum requirement of the law. The Bank may impose different means to identify depositor, including but not limited to, ABA Mobile or Card. In case depositor is not an ABA Mobile application holder or card holder, depositor shall subscribe for such product to continue using the Bank's service.

### 3.2.2. ATM (Automated Teller Machine)

The maximum amount of money you can withdraw from an ATM depends on your chosen card product and can start from 1,000 USD per day (24-hour period). The Bank reserves the right to modify/alter the daily limits for ATM and POS transactions without prior notice. You will be advised when changes have been made through different communication channels.

If you make a transaction through an ATM before the End of Day (EOD) of the Bank, that transaction may be processed on that day, or on the following business day, whether or not the branch of the Bank is open for business on that day. The Bank usually processes EOD approaching to late of each night.

You may be charged a fee for the use of your card in a non-ABA branded POS or ATM. This fee is detailed in the 'Service Charges' brochure, specific Terms and Conditions of the product/service and/or on the Bank's website.

You will need card access to your account to use ATM features. You can also use E-Cash service to withdraw cash from your account. You can deposit cash into an account using your account number or the 16-digit card number. The Bank provides two types of ATMs: (i) cash withdrawal only and (ii) a recycling ATM whereby you can withdraw and/or deposit cash.

## WHAT YOU CAN DO AT:

### ABA ATMs

- Withdraw cash at zero fee
- Withdraw cash without your card using E-Cash
- Deposit cash (at certain ATM locations)
- Get account balances and balance summaries
- Change your card PIN (if you know your existing PIN)
- Activate debit or credit card
- Obtain a mini-statement

### ATMs marked with "Easy Cash" logo

- Withdraw cash using ABA card at small fee
- Get account balances at insignificant fee
- Obtain a mini-statement

### Non-ABA ATMs

- Access your accounts balances and/or withdraw funds (through Mastercard/Cirrus®, Visa, UPI ATM network)
- Please note that daily cash withdrawal limits may apply at non-ABA ATMs. Other restrictions may also apply.
- Non-ABA ATMs may apply an ATM operator fee by the ATM owner – see the 'Understanding fees and charges' section for more information.

### 3.2.3. Rules about deposit made through ABA ATM and Cash-in Machine (CiM)

If you make a deposit at an ABA ATM, the amount of your deposit might be credited into your account; however, it is still subject to verification by us. The amount validated by the ATM/the Bank then agreed by the depositor (where necessary) is the amount that will be credited to your account finally. When depositing at an ABA ATM located at a branch:

- OTC cash deposits are credited to your account on the same day;
- ATM deposits are validated on the upcoming business day of the branch. If there is a difference between the amount of the deposit and the amount printed on the deposit slip or entered at the ATM, we will notify you as soon as possible of the actual amount that has been credited to the account.
- the Bank may impose maximum single and daily limits for the cash deposit via ATM and CiM. Please consult with our Advisors and Agents for support.

Please be aware that deposits may take longer to be processed if the ABA ATM is not located at the branch. If you make a deposit at an ABA Cash-in Machine (CiM), the amount of your deposit is subject to the verification by the Bank. The amount validated by the CiM/the Bank then agreed by the depositor is the amount that will be credited to your account. When depositing cash into a CiM, deposits are credited to your account on the day the deposit is made, subject to verification.

### 3.2.4. Replenishment of your bank account via Cash-in Service (CiS)

ABA provides different methods of cash-in (bank account replenishment) service to customers such as in-branch deposit and Cash-in Machines. Besides these facilities, Bank has also extended the cash-in service through the bilateral partnership with various leading Payment Service Providers who are expected to be expanded for customers' convenience. Deposit to your account via this service is subject to certain fee and charge and to be reviewed by the Bank under certain applicable law. The Bank may deny any transaction as allowed by applicable law and/or when the Bank has reasonable ground to believe that it is not conducted in consistent manner with profile of account holders.

### 3.2.5. Rules about check deposit made through Check Deposit Machine

If you make a check deposit at an ABA Check Deposit Machine (CDM), the check leaf shall be properly inserted into the machine's check acceptor. The CDM will issue a receipt of deposit, providing transaction details such as date, time, beneficiary account number and name, indicative transaction amount (to be input by depositor) and transaction reference number. Given that check is a negotiable instrument under applicable law, the indicative transaction amount, which is tallied with the minimum amount written on check, is to be cleared for its deposit. The Bank takes no effect of entry on ledger balance until check is cleared through certain banking procedures. When there is a discrepancy between the amount in words and the amount in figures on the check deposited through CDM, depositor shall take the most minimum amount for indicative transaction amount while input such amount in the amount field of CDM screen.

When an ABA check or third-party check is deposited into ABA account, the check is subject to be verified and validated by the Bank. When an ABA check is deposited before a certain cut-off time, the check may be cleared in the same Business Day; otherwise, it will be cleared on the next Business Day. For third-party check deposit, it will be cleared as defined in the section 3.2.11.1 of this document.

The Bank may reject clearance of any check deposit with certain reasons, including, but not limited to, incorrect input of indicative transaction amount, instruction issue, insufficient balance, and so on. Beneficiary of such check will be advised.

### 3.2.6. Branch

The Bank's branch staff are available to talk to you in person about products and services and show you how to use services you may not be familiar with. The branch staff can:

- assist you to make deposits, withdrawals, and payments to ABA accounts;
- assist you to make transfer locally and internationally;
- help you purchase check facility, including banker's check;
- book appointment with specialists, for example a Micro Loan Officer, SME Loan Officer or Relationship Manager;
- answer general enquiries you have about your accounts;
- navigate you with your expression of dissatisfaction with our staff.

The Bank may impose different limits for transaction-related nature for single and daily limits for different types of branches. You are advised to consult our Advisor, contact our Agent and/or visit our website for more information.

Bank also provides three types of banking hours:

- (i) Monday – Friday from 8 am – 4 pm,
- (ii) Monday – Friday from 8 am – 4 pm and Saturday from 8 am - 11 am,
- (iii) Monday – Sunday from 8 am – 8 pm.

These are made in response to the demand for the Bank's banking services.

With different banking hours, certain types of services may not available (for example, loan disbursement) for Saturday and Sunday operations. The Bank may close its operation for all branches regardless of banking service hours in compliance with applicable law and/or on any circumstance is required. The Bank will provide the notice accordingly.

### 3.2.7. ABA online banking service for personal use

You are advised to carefully review General Terms and Conditions for ABA Online Banking Service together with this General Terms and Conditions.

Depending on the features of the account you have, you can use self-service Online Banking services. Please review section 3.1 for the features and how to get started using such service.



### 3.2.8. POS (Point of Sale) transactions

The maximum amount of money you can access through POS for purchase transaction, depending on your chosen card product, can be from 1,000 USD per day (24-hour period). ABA reserves the right to modify/alter the daily limits for POS transactions. You will be advised of the changes through different communication channels.

The amount you are able to withdraw through POS may be limited at the discretion of the merchant operating the POS terminal.

The display of the POS acceptance signage in Cambodia or the Visa, Mastercard, UPI logos overseas on any premise is not to be taken as a warranty by the Bank, or any merchant carrying on business in those premises, that you can purchase all goods and services available at those premises with your card.

#### What you can do at POS terminal if your account has a card

- Make purchases without cash at most retail or service outlets;
- Withdraw cash from your Savings or any type of account where card is linked to it (except Fixed Deposit) from some retail or service outlets;
- Get a printed receipt for your purchase;
- Use your compatible device to make a payment with mobile banking or mobile wallet app.

POS transaction refers to transaction initiated on POS terminal and other forms of POS-nature transactions such as QR-based transaction.

### 3.2.9. Domestic transfers

The Bank provides different forms of domestic transfer services, including interbank transfer, FAST payment, transfer between Account and Wallet (via bilateral agreement), and other services, which can be used for both local and international transfer. Transaction initiated for this purpose is subject to certain fee and charge that also can be reviewed by the Bank under certain applicable law. The Bank may deny execution of a transaction at any of its stage without a need to notify receiver of payment in advance as allowed by the applicable law and/or when the Bank has reasonable ground to believe that it is not conducted in consistent manner with profile of account holders. If the Bank decides to reject any domestic transfer at whatsoever stage, the Bank will be giving the sender the reason of rejection, unless otherwise, it requires the Bank to comply with certain tipping-off rule.

The Bank may impose different single and daily limits by different types of domestic transfer transactions. You can find the limits in the channels where you initiate the transaction and/or by consulting with our Advisor or Agent of Support Center.

### 3.2.10. International transfers

The Bank provides different forms of international transfer services, namely SWIFT, DBP EC Remit, and so on. Access to the international transfer services is available through both online banking channels and in-branch counter. Certain international transfer services are not available for in-branch counter unless customer becomes an ABA account holder.

The Bank may introduce different single and daily limits by channels for better management of risk associated with this transaction. To smoother execute transaction, you are advised to disclose the transfer-related mandatory information in complete, correct and accurate manner. The Bank may deny taking effect of a transaction at any of its stage without a need to notify receiver of payment in advance as allowed by the applicable law and/or when the Bank has reasonable ground to believe that it is not conducted in consistent manner with profile of account holders. If the Bank decides to reject any international transfer at whatsoever stage, the Bank will be giving the sender the reason of rejection, unless otherwise, it requires the Bank to comply with certain tipping-off rule.

### 3.2.11. Check

A check provides a convenient way of paying a bill or receiving a payment. Check withdrawals are only valid if your account allows check access.

### 3.2.11.1. Depositing check

Any check, electronic deposit or other document, which is lodged for deposit to your account(s), is received, unless otherwise agreed by the Bank, on a "for collection" basis only. This means that the deposit is being "cleared" for payment. You cannot make withdrawals against the amount until it has been cleared. This usually takes up to 2 (two) working days, but in some instance may take up to 5 (five) working days. If by any reason the Bank does not pay on all or a portion of deposit (it is not cleared), by the paying bank, some or all items that make up that deposit may be dishonored. Your account will be debited by the amount of the dishonored transactions.

There are several ways you can deposit a check, including:

- visiting any ABA branch;
- using ABA Digital Check Deposit Machine (subject to availability).

### 3.2.11.2. Writing check

Checkbook is only available if your account allows check access, see the 'Summary of features' table for details on which accounts allow check access. More information about checks is available in the 'Using check' section of these General Terms and Conditions.

Banker check can be purchased at any branch or ordered via different means (for example, Online Banking service). When in branch, you can pay for the banker's check by debiting funds from your account. Fees for the banker's check purchased via Online Banking will be debited from your account along with the value of the check purchased.

When filling out a check, use ink or ballpoint pen. Always write your check so that the words and figures cannot be altered or added to. You can do this by filling in the amount spaces completely, or by using a line to fill in any blank space. Remember to date the check. If you write checks made out to cash, don't sign them until you are ready to cash your check. You should never pre-sign a blank check.

### 3.2.12. Unarranged overdraft

If your account is overdrawn or you exceed an agreed borrowing limit (if allowed by the Bank), the Bank may charge interest upon the amount by which the account is overdrawn, or the limit exceeded at the Bank's defined rate, plus a penalty margin. In addition, you will be charged an unarranged overdraft fee.

The decision to honor any transaction where there are insufficiently cleared funds available or where an agreed borrowing limit is exceeded on temporary and permanent basis, is made entirely at the Bank's sole discretion. Deposit accounts should not be overdrawn unless you have made prior arrangement with the Bank, such as through an overdraft.

**You should not make a withdrawal or payment transaction, which:**

- takes your account into negative/debit balance (or further into negative/debit balance) when no formal overdraft arrangement exists;
- means you will incur fees which will take your account into negative/debit balance (or fees and/or interest charges which will take your account further into negative/debit balance) when no formal overdraft arrangement exists;
- overdraws (or further overdraws) your account beyond the agreed overdraft limit when no formal overdraft arrangement exists;
- draws against uncleared funds. While the Bank is under no obligation to do so on any particular occasion, it may permit you to overdraw your account as described above. This may be, for example, by honoring a check or paying transactions made using other channels, such as Debit Mastercard or Visa card, UnionPay International card, periodical payments, direct debit, or by making a withdrawal or payment transaction through an ATM or other electronic transaction channel.

### 3.2.13. Deposits in foreign currencies

If we receive an amount or item in a foreign currency for deposit to your account (including a telegraphic transfer or check drawn in foreign currency), we will convert the foreign currency amount into USD using the retail exchange rate that we make available for the foreign currency on that day. Visit any branch for more information about currency exchange rates that we offer.

#### 3.2.14. Deposit to your account for particular purpose

The Bank will not receive deposit to your account when they are to be reserved or applied for any particular purpose (i.e., collection of funds from high-yield investment program you have invested), even if your account description specifies a particular purpose, unless you specifically advise that the deposits are made for someone else's account and you open a separate trust account for such deposit. Except as other provided in this clause, all deposits, which are made to your account, will be dealt within the normal course of business.

#### 3.2.15. Deposit made in error by ABA to your account

The Bank may reverse a payment made to your account in error.

#### 3.2.16. Automatic payment

To set up an automatic payment, you may visit any ABA branch or self-activate it in ABA's Online Banking services.

Where the direction you give to the Bank in relation to an automatic payment is for the purpose of a business, the Bank accepts the direction without any responsibility and liability for any refusal or omission to make all or any of the automatic payments, or late payment or for any omission to follow such direction.

The Bank will use reasonable care and skill to give effect to the direction you give to the Bank in relation to an automatic payment. The Bank relies on the accuracy of the automatic payment information you provide and is not required to check it. You should advise the Bank immediately for any information about automatic payments shown on your bank statement, which is incorrect.

An automatic payment authority is subject to any arrangement now or hereafter subsisting between you and the Bank in relation to your account. The Bank may make automatic payment in any order it finds appropriate. The payments will be subject to clearance against available funds and may be honored, failed or reversed if funds are not available.

If the due date for the payment of any automatic payment falls on a non-business day, it will be processed by the Bank on the next business day, unless you request to process such payment immediately before the non-business day on which it is due.

An automatic payment authority will remain in force until terminated by the Bank, or the payee, or you tell the Bank to cancel it, or in case of customer's death or bankruptcy, until the Bank is notified of such.

The Bank will not get involved in any dispute between you and any person arising out of an automatic payment. Any request to make an automatic payment that is not on the Bank's standard form will be deemed to include the terms set out in the Bank's standard form. If there is any inconsistency between those forms, the terms of the Bank's standards form will prevail.

#### 3.2.17. Dormant account

If your account does not have any activity for 12 (twelve) months or more from the last transaction date (excluding system transaction), your account will be classified as a Dormant Account and the Bank can do any of the following:

- not allow any credit or withdrawal into/from the account unless its status is changed from 'Dormant' to 'Active'. Account holder shall be identified by staff to change status.
- charge an annual service fee. The inoperative fees are detailed in the "Service Charge" brochure, specific product or service's Terms and Conditions and/or on the Bank's website.
- close your account automatically without prior notice if you have a nil balance, or if we believe that your account is likely to go into unarranged overdraft due to regular account and other fees.

Prior to subscribing for ABA's account and service, you are advised to acknowledge that accounts must be active, used in declared purpose, and in a satisfactory manner. Inoperative account will be classified as 'dormant' and be subject to fee charge and controlled actions imposed by the Bank (for example, imposing different kinds of restrictions on the use of accounts, facilities, transactions, funds and/or termination of relationship). Thus, you acknowledge and agree that it is your obligation to keep account in 'active' manner without a need to be notified for possible chance of being classified the account as 'dormant'. The Bank may choose different means as allowed by the Bank's Terms and Conditions to reach out to you as complementary service to inform you in advance of possible charge to be applied when account to become dormant. You are advised and highly recommended to reactivate your account before the charge is applied as well as other possible restrictions are imposed.

### 3.2.18. Unclaimed monies in dormant account

If you have not made a deposit to or withdrawal from your account for 10 (ten) years, we may close your account and transfer any prescribed money in your account to the National Bank of Cambodia (NBC) or government agency as allowed by applicable law without further notice for administration. As part of the Bank's complementary service and customer care, it may notify you before your dormant account is closed, but there may be circumstances where the Bank may not be able to do it (such as where our record of your address or contact details is out of date). You can visit any branch to find out how to recover unclaimed money, although it may take time to recover money that has been transferred to the assigned government agency.

### 3.2.19. Suspension, closure or combining of accounts

You may at any time request the Bank to close your account(s). The Bank will require you to be present in person to request a closure of the account. You are advised to close your account only at the home branch where you opened it. However, the Bank may exercise a different discretion to allow account closure at the Bank's Interbranch depending on the type of account you opened and instruction to release the funds upon the account closure.

If the Bank considers that your account is not being used in a satisfactory manner, it may suspend the operation or close your account(s). The Bank will not be liable for any loss resulting from the suspension or closure. Unless clearly impracticable in the circumstances, the Bank will close your account(s) only after having given a reasonable notice, setting out the details of the account(s) to be closed.

The Bank at any time, without prior notice to you, will apply the whole or any part of any credit balance on any of your accounts in any currency towards the payment of any indebtedness by you to the Bank. If any amount is contingently due or not quantified, the Bank can withhold repayment of any credit balance pending that amount becoming due or being quantified and may set off the maximum liability which may at any time be or become owing. This paragraph is without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which the Bank is otherwise entitled whether by way of operation of law, contract or otherwise.

The Bank may suspend the operation of any account or close any of your account(s) without prior notice to you if (and this list is not exhaustive):

- you use your account in unsatisfactory manner;
- the Bank is complying with a court order;
- you have acted unlawfully;
- you have breached the Bank's terms;
- you have acted abusively to the Bank's staff;
- the Bank receives notice of any third-party claim in respect of that account. The Bank will not be liable to you for any loss resulting from that suspension.

### 3.2.20. Closing your account

Who can close an account?

You or any other authorized person can close your account at any time simply by asking at any branch, following the mandate instruction.

On rare occasions, we may also exercise our discretion to close account or refuse to accept further deposits or allow further withdrawals due to unsatisfactory conduct or for any other reason we deem appropriate, such as:

- where your account is designed for domestic or personal use by you as a personal customer and is being used for other purposes; or
- where you hold an account that has been designed to promote your interests as an account holder who is under age of major namely minor, and in our reasonable opinion, the account is being used for purposes that do not benefit you or is not in your interests as an account holder who is under 18 years of age. We will notify you (and, we may also notify the signatory/ signatories) before we close the account.

3.2.21. Things to remember when closing your account

When you close your account, you must provide to us any:

- card that operates the account (including any card issued to an additional cardholder);
- unused check(s);
- passbook(s).

An account with check access may only be closed once all outstanding checks written on the account have been presented and/or closed. We reserve the right to return any checks presented for payment after the account has been closed as allowed by applicable law.

## 4. UNDERSTANDING DEBIT CARD

### 4.1. Authorizing someone else to use your account

A separate authority must be given by you to authorize another person to access your account via card service, and this authority will be to authorise another person to operate an account via the branch (which is set out below). Refer to Card's Terms and Conditions for further information on authorizing someone else to access your account via card as authorized card user. For joint account, each joint account holder must sign the authority. The Notice of Authority form is available in branch and/or on the Bank's corporate website.

<p>Liability after cancellation</p>	<p>Any account holder or the authorized signatory can cancel the authority to operate at any time, subject to the terms and conditions of the account, except where there is a single authorized signatory on an account held by an underage child, namely minor.</p> <p>However, you will be liable for:</p> <ul style="list-style-type: none"> <li>▪ any transactions made (including if they have been made by a third party) prior to the authority being cancelled even if they have not been debited to the account (including any associated fees and charges); and</li> <li>▪ any future dated payments, checks, authority debits, periodical payments, bill payments, drafts, bills of exchange, or promissory notes established by the authorized signatory prior to the cancellation of the authority to the extent these payment types are allowed on your account.</li> </ul>
<p>Authority relating to debit card</p>	<p>We may issue an additional debit card to any person nominated by you, if each person is a major (independent by law) and subject to the Bank's review authority.</p> <p>You are responsible to the Bank for the use by a third-party cardholder of their debit card.</p>

<p>Authorized signatories authority</p>	<p>An authorized signatory will not be able to add or delete any other third party on the account to which they have access.</p> <p>In addition to an authorized signatory's other authorities, the authorized signatory will be able to do the followings, only where the account holder is under the age of 18:</p> <ul style="list-style-type: none"> <li>▪ Alter the account holder's details on the account.</li> <li>▪ On rare occasions, acting reasonably, the Bank may remove the authority to operate of anyone authorized to operate your account due to unsatisfactory conduct or for any other reason we deem appropriate, such as if we believe allowing the authority to remain on your account may cause loss to you or the Bank.</li> </ul>
<p>Disputes</p>	<p>If the Bank is notified of a dispute about a Notice of Authority, the owner or owners of an account, we may refuse to allow operations on your account until all parties concerned have signed any authority we require.</p>

If you require an additional card for someone else's use, you may apply to the Bank to issue supplementary card to a person nominated by you through a formal request. That person must be appointed as a supplementary on your account and must be able to sign independently.

A supplementary card may be used to access your account and is subject to these conditions. As the account holder(s), you will be responsible for the use of any supplementary card as if you had used it personally and for any breach of those conditions by the person nominated by you.

To cancel the authority of any supplementary on your account to whom a supplementary card has been issued, you must, in addition to notification to the Bank of the cancellation, specifically request the Bank to cancel the supplementary card and return it to the Bank. The supplementary card will be cancelled when the Bank receives it.

## 4.2. Rules about your debit card

These conditions apply to the use of the Bank's debit card issued for accessing your account. By using your card for an electronic transaction, you agree to be bound by these conditions in addition to specific terms and conditions set out in Card's Terms and Conditions.

## 4.3. Collection of your debit card

You agree that you will come to collect the card requested by you personally at the branch where you apply for it or at another branch where you have agreed or have made such arrangement during the time of card application. In case you wish that the card should be delivered to you at your address or another place determined by you, you agree that the Bank can deliver such card to you via service provider appointed by the Bank and you agree that the Bank can disclose your information to service provider for such an arrangement of delivery. You agree to indemnify the Bank against all losses and claims as result of your consent to allow service provider to deliver card to you personally.

You further agree that if the card has been issued and is not collected by you after 60 days from date of issuance by the Bank, the Bank has the right to cancel the card without refunding any of card issuance fee or card annual fee to you and you further agree that you will need to pay the card issuance fee again if you wish to re-apply for debit card.

## 4.4. Activation of your debit card

You understand that card cannot be used if it is not activated. Therefore, you agree to activate your card immediately at the Bank's ATM or ABA Mobile (or via other digital channels introduced by the Bank in course of time) once you have the card in your possession and to change your Personal Identification Number (PIN) immediately.

You understand that during activation over ATM or ABA Mobile (or via other digital channels introduced by the Bank in course of time), PIN code will be sent to your phone number registered with the Bank and therefore, you agree to ensure that your phone is working properly during the activation process.

You understand that PIN sent to you never expires and is always the same regardless how many PINs you have requested; therefore, you acknowledge and agree that you will change PIN immediately once you collected the card. Failing to do so, you agree to indemnify the Bank against any/all kinds of losses resulting from such failure.

The Bank may introduce other online channels for card activation. You will be advised by different means to get aware of changes beneficial to you.

#### 4.5. Protecting your debit card and PIN

When you receive your card, you must immediately sign the back of it with your usual signature printed on the Account Application Form/Specimen Signature Form. You must keep your card with you or in a safe place at all times.

You may select a PIN for your card at any ATM or branch of the Bank. Your PIN gives you access to your nominated account with the Bank. The PIN you select must not be:

- an easily identifiable or sequential combination of numbers (such as 1100 or 3456); or
- based on easily accessible data (such as birth dates or parts of telephone numbers).

It is important that you memorize your PIN. If you have any difficulty remembering your PIN, please consult the Bank on selection of your PIN.

You must not:

- keep any record of PIN either on or with your card, or in any other place; or
- write it down; or
- disclose it to any person, including family members or those in apparent authority, including the Bank staff; or
- negligently disclose it (i.e., by not taking care to prevent others seeing you key in your PIN).

If your PIN is disclosed to any person, you must change it immediately. Please advise the Bank if you do not wish to use the function accessed by a PIN.

#### 4.6. Card validity and expiry

When you receive your card, for security reasons, you must sign it immediately. You must also ensure any additional cardholder (supplementary cardholder) does this when they receive their card. Card should only be used within the 'valid from' and 'valid thru' dates. As soon as card expires, ensure that you destroy it by cutting it into several pieces and disposing them securely.

#### 4.7. Card transaction limits

The Bank may impose single and daily limit to help better control your card usage. A maximum daily transaction limit of 1,000 USD applies to your card. Different types of debit cards have different limit privileges. Please consult our Advisor, Support Agent and/or visit our website for details.

The Bank may review limit from time to time as allowed by specific product terms and conditions. You will be advised through different means as allowed by this Terms and Conditions when we make changes.

#### 4.8. Services

Your debit card allows you to access electronically ABA accounts nominated by you through:

- ABA Card and the ATMs of selected banks both locally and internationally;
- selected ATMs overseas displaying the Visa, Mastercard or UPI logo, whereby such a logo matches the logo on your card;
- POS (Point of Sales) Terminal;
- eCommerce merchants who display Visa, UPI, or Mastercard logo, whereby such a logo matches the logo on your card, and

- selected overseas merchants with POS Terminal displaying the Visa, UPI, or Mastercard logos.

The Bank may add, restrict or change the way in which electronic transactions can be made.

The Bank is not liable if:

- a merchant does not accept your card or doesn't allow you to use POS terminal operated by that merchant; or
- a merchant does not allow you to withdraw the amount of cash from POS terminal; or
- you are dissatisfied with any goods or service you have purchased using your card.

Access to any POS terminal both locally and overseas is determined solely by the merchant who operates it. The Bank cannot stop an electronic transaction that has been made using your card.

You cannot reverse a transaction made using your card. In certain circumstances, merchants may be able to credit your current, savings, or credit account if they choose to do so.

#### 4.9. Lost or stolen card or disclosed PIN

If your card is lost or stolen or your PIN disclosed, you must immediately notify the Bank by:

- blocking your card via Online Banking services (ABA Mobile or Personal iBanking) or
- calling to our Contact Center on (+855) 23 225 333 (a 24-hour, seven days a week service) or
- contacting any branch of the Bank.

If you chose to notify the Bank by blocking your card via Online Banking services, please call in person at the branch of the Bank nearest to you to confirm the loss or disclosure. You must also confirm the details of the loss or disclosure in writing to the Bank within 5 (five) calendar days by visiting a branch nearest to you and filling in an application.

For security reasons, the Bank is not able to replace a card if it is lost, stolen, or damaged while you are overseas.

#### 4.10. Use of your card overseas

The use of your card outside Cambodia is subject to any exchange control requirements of the payment system for any purchases whether or not the Cambodia Customs Service allows the goods purchased to be brought to the country.

The amount of any card transaction made outside Cambodia will be converted to the USD equivalent. The amount of the card transaction will be debited from your Savings, Current, or credit card account after the amount has been converted to the USD currency equivalent. A currency conversion fee will be charged and added to the cost of your transaction.

Use of some overseas ATMs displaying the Visa, Mastercard or UPI logo may involve a surcharge when you use them.

You will be charged transaction fees for use of your card overseas. These fees and charges are detailed in the 'Service Charges' brochure available at any branch of the Bank or on the official website.

#### 4.11. Your liability when using card

You are not liable for loss caused by:

- fraudulent or negligent activity conducted by employees of the Bank or parties involved in the provision of electronic banking services;
- faults that occur in the machines, cards or systems used, unless the faults are obvious or advised by message or notice on display;
- unauthorized transactions occurring before you received your card, in which case, if there is a dispute, the Bank will not rely only on the proof showing that that the card was received; and
- any other unauthorized transactions where it is clear that you could not have contributed to the loss.



You are liable for all losses you have acted fraudulently, either alone or together with any other person. You may be liable for all losses from unauthorized transactions if you have contributed to or caused that loss by, for example:

- selecting unsuitable PINs;
- failing to reasonably safeguard your card;
- keeping a written record of a PIN;
- disclosing PIN to any other person;
- sharing your card details and/or PIN (including other security features) for a single and/or recurring payment for product and service on unsecured websites;
- unattentively subscribing for any recurring payment service, for example, iTunes, Netflix, Facebook, Google Play and so on;
- failing to take all reasonable steps to prevent disclosure to any other person when keying in a PIN;
- unreasonably delaying notification to the Bank of the loss or theft of your card, or of the actual or possible disclosure of a PIN to any other person.

If you have promptly reported the loss or theft of your card, or the actual or possible disclosure of a PIN, you are not liable for loss occurring after notification, unless you have acted fraudulently or negligently.

The Bank will not get involved in any dispute between you and any person you pay, or try to pay, through Online Banking services.

If the Bank seeks in any manner to enforce or protect any of its rights or resolve any dispute relating to an account, the customer will pay the Bank all the costs, fees and legal fees, and the Bank is authorized to debit the customer's account accordingly.

## 5. YOUR STATEMENT

### 5.1. What to do if you want to dispute a debit card transaction?

If you need to dispute a transaction on your debit card, you should do so in writing as soon possible and no later than 30 (thirty) days after the date of the statement on which the transaction is recorded. Please note that this time limitation does not apply to transactions made using a card and PIN. In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded.

The ability to dispute a transaction may be lost if it is not reported to us within these timeframes. The timeframe for disputing a transaction may not apply where the 3D Secure code applies.

### 5.2. Confirmation of transaction

When you use your ABA Card (ATM, Visa, UPI and/or Mastercard issued by ABA Bank) on Point of Sales (POS) Terminal and/or eCommerce platform, the transaction records are printed. The transaction record will show the details of your transaction (i.e., amount, date, etc.). Please keep the printed record and check them with your bank statement/passbook of your account.

### 5.3. Statement

You should keep all vouchers, receipts and transaction records given to you when using your card. You can use these to verify the transactions on your account.

If there are no transactions posted to your account in a statement period, your statement will be deferred to the next statement cycle. However, a statement will always be issued at least every six months, even if there have been no transactions posted to the account during this period. Note that if you have an overdraft facility on your account and the account balance is less than zero, you will receive a statement even if no transactions have been posted to the account in the statement period. You can choose to have your statement more frequently by visiting a branch and/or downloading from ABA Online Banking service. We may cease mailing statements to you if, after taking reasonable steps, we are unable to locate you.

We will supply you with account statement as often as you have requested in ABA Online Banking. You can download and access your statement for up to 12 (twelve) months of account information.

## 5.4. Electronic statements

As an alternative to receiving paper statements in the email or mail address, electronic statements and other important information on one or more of your eligible deposit accounts may be given via ABA Online Banking together with an email notifying you when the statement is available. You may agree or consent to electronic statements, or we may notify you as complementary service that statements will be made available electronically instead of by mail. To obtain electronic statements you must be registered for ABA Online Banking (for example, Personal iBanking or ABA Mobile) and supply us with a valid email address. You can opt-out of electronic statements at any time via ABA Online Banking, or in-branch counter. See our General Terms and Conditions for ABA Online Banking for more details.

There may be times that we send paper copies of statements.

## 5.5. Things to remember about statement

Remember, statement is an important part of your banking and finances in general. Please be advised that:

- all entries on statement should be checked carefully and any apparent or possible unauthorized transaction promptly reported to us;
- all transactions will appear on the account statement; however, the statement narrative will not identify the initiator of the transaction;
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- statements cannot be sent to a branch for collection, unless in exceptional circumstances; and
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy; for examples, if there is any check noted on your statement which we have paid but you did not authorize, or if any other amount has been debited from your account without your authority.

## 5.6. Verification of statement

You must check your bank statements for all accounts of yours as soon as you received and accessed them to ensure that the entries recorded on them are correct.

You must notify us in writing within **60 (sixty) days** on the particular transaction you get doubtful about and/or from when the entry is posted into your statement of your bank account if there are any apparent errors or transactions you have not authorized on the statement.

If you do not notify us, then to the extent permitted by applicable law:

- you will be deemed to have accepted that the balance of the account(s) and all transactions recorded on the bank statements are lawful and correct;
- we have a full defense against any action you take, for claim of any nature. This included claims for breach of contract, negligence, wrongful debiting of funds, any other tort, equitable remedy or any other cause of action brought against us in relation to your account, or the transaction recorded on the bank statement.

## 5.7. Discrepancies, errors, questions or complaint

Please contact your nearest ABA branch, our Contact Center (highly recommended channel), or your Relationship Manager of your account immediately if:

- you think there is discrepancy/error on your statement;
- money has been lost due to an ATM or card malfunction;
- you have any questions or complaints.

You will need to give the Bank:

- your name,
- your account number,
- first and last four digits of your card number (if applicable),
- your identity code for verification over the phone (if applicable), and
- any other detail you can about the suspicious error or malfunction or the nature of your question, including the amount of money involved and transaction details.

The Bank will make every effort to answer/resolve your question, complaint, or dispute quickly and fairly. Where the Bank establishes that an error did occur, it will promptly correct the error (to the extent possible) and reimburse any interest or fee charge to you as result of the error. The Bank will adjust any error that has been posted on your statement.

You acknowledge and agree that there might be possible circumstance whereby dissatisfaction or dispute would occur between parties (you and us) as a nature of service delivery in general. You are willing to cooperate with the Bank and to follow the Bank's applicable procedures and the principle of applicable law in place for resolutions without damaging other party's interests. The Bank has established the dedicated unit for Complaint Resolution and you are advised to discuss with this dedicated unit when you are not satisfied with first-attempt resolution.

If you still believe that your inquiry, complaint or dispute has not been properly dealt with after the Bank concludes the case, you can get further support from government agencies to review and re-open your case. The Bank will use necessary proofs and evidences documented during the factual finding process and presentation of resolution to support the re-opened cases as allowed by applicable law.

## 6. STOPPING A PAYMENT

If necessary, a check that you have written may be cancelled or stopped. You will need to advise the Bank as soon as possible of your wish to stop the check. The Bank will require details of the check, who it was made out to, the amount and date of the check, and reason for cancellation.

Similarly, if your check book has been stolen or lost, you will need to advise the Bank as soon as possible of your wish to stop the remaining checks. The Bank will require the number of checks stolen or lost and serial numbers of the remaining checks.

You may also need to visit a branch of the Bank to complete and sign a "Stop Payment Request". If the check(s) has/have not already been presented for payment, the Bank will make every effort to ensure non-payment of your check(s). However, the Bank will not be liable for payment on any check, which is not stopped. A fee will be charged for cancelling or stopping a check. This fee is detailed in the "Service Charge" brochure, specific product/service's terms and conditions and/or on our website.

This section covers how we stop certain types of payments from your account.

## STOPPING CHECK PAYMENTS

If you want to stop a check payment, you can do so if you notify us before it has been paid.

You should contact our Contact Center or give your branch written and signed instructions.

There is a fee for stopping a check, but this will not apply if your check book has been lost, stolen or destroyed or where the check book is no longer required and the checks are not signed.

The following check details you will need to stop the payment:

- account details;
- check number;
- amount of the check;
- name of the payee (the person you've written the check out to);
- date of the check; and
- if the check was crossed or open.

## STOPPING PERIODICAL PAYMENTS OR REGULAR TRANSFERS

If you have authorized us to make regular automatic payments or regular transfers from your account, and you want to stop those payments or transfers you will need to notify us at least one business day before the payment or transfer is scheduled.

If you set up a recurring payment in Online Banking, you can stop it online.

The following details you will need to stop the payment:

- the payment amount;
- when it's due;
- the payee; and
- the account it normally comes from.

## STOPPING A DIRECT DEBIT OR A REGULAR PAYMENT

You can authorize another third party to debit your account for payment of services (for example, life insurance premiums or utility bills). If you want to stop the arrangement, you can do this in two ways:

1. Contacting us to request a cancellation. Please note this is only available for Direct Debits. We can then contact the authorized party on your behalf to request a cancellation. We will promptly process any:

- instruction by you to cancel a Direct Debit Request relevant to a banking service we provide to you; or
- complaint by you that a Direct Debit was unauthorized or otherwise irregular.

When you contact us to request the cancellation, we can complete the request on your behalf and forward it to the authorized party. We will then put a 'stop' on your account, which will prevent all withdrawals by the previously authorized party for a period of five years. You can request this 'stop' to be cancelled at any time. Without any request for amendment, we will cancel this facility.

2. Contacting the authorized party yourself to request a cancellation. If you have provided your card number and expiry date to a merchant, you'll need to contact them to request a cancellation.

Please note, unlike Direct Debits, ABA is unable to cancel a regular payment (also known as a card recurring payment) on your behalf. Until you cancel your authority, the merchant is entitled to request ABA to debit the account and ABA is obliged to process this request.

If the merchant does not comply with your request to cancel the authority, you must provide ABA with a copy of the correspondence with the merchant to enable ABA to dispute the relevant transaction(s) on your behalf.

## 7. USING CHECK

### 7.1. Check form, check book, and credit slip

Check form in check book supplied to you will have an account number marked on it. This check form may only be used to make drawings on that account. Your check book should be safeguarded at all times. Any loss of the check form or authorized withdrawal should be reported to the Bank as soon as possible.

Deposit slip, which has an account number marked on them, is only to be used for deposit to that account. Deposit slips and check forms remain the property of the Bank after you have received them, and they must be returned to the Bank on request.

As part of the Bank's internal control based on risk profile of each customer, the Bank may define the number of banking facilities (i.e., checkbook) that should be issued in response to customer's request for such facility. Different limits are set to manage the Bank's risk and public protection as guided by the best industry practice.

### 7.2. Collection of check

The Bank may transmit checks or other documents to other locations for collection or processing in according with normal banking practice. The Bank will not be liable for any loss or destruction as result of that transmission unless that loss or destruction is caused by the Bank's negligence.

### 7.3. Deposit to ABA account made at Non-ABA bank counter

Deposits made in any form at other banks, i.e., check, may be treated on a "for collection" basis.

### 7.4. Third party check deposit

Check can normally only be deposited into the account of the individual or entity (hereafter called 'person') named as payee on the check. If you are depositing a check to your account, where you are not the person (i.e. you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the check in the following manner:

**Please pay** (your account name)

**Signed** (payee's signature)

In addition, at the time you make the deposit, we will ask you how you got the check. This is to confirm your ownership of the check and avoid problems that sometimes occur with lost or stolen checks. If the check has not been properly signed over to you, or if a satisfactory explanation is not given as to how you received it, we may refuse to accept deposit of the check.

### 7.5. Withdrawing money from a deposited check

Normally you will not be able to withdraw the value of a check you deposit until the check is cleared, even though your account may be credited with the proceeds of the check. This rule applies even to checks made payable to "cash". In some cases, withdrawals may be permitted earlier. This is only done at our sole discretion and you should contact your branch. When drawings are made before a deposited check is cleared, you will have to reimburse us if the check is subsequently dishonored and for other fees and charges may be payable.

### 7.6. How to get access to check funds early

A valid check can sometimes be cleared on the day it is presented if you are willing to pay for the service, which is called 'Special Clearance' subject to cut-off time imposed by the Bank. The check will be cleared for you to withdraw the funds once it is paid by the other bank.

### 7.7. Things you should know about writing check

Any check book issued on the account (where available) will bear the name of the account holder. You should safeguard your check book.

Check book will be not mailed to the account holder(s) mailing address unless alternative arrangements are made by the account holder and subject to the bank's sole discretion to consider such request or not.

Check book can be sent to an ABA branch for collection upon arrangement. Certain fee and charge may be imposed by the Bank. You further agree that logistic timing may apply, and check book delivery may somehow delay.

## 7.8. Types of check

Personal check	<p>These are available for everyday banking accounts. The checks are drawn on your account and are prepared by you.</p> <p>Check books can also be ordered by visiting any branch or issuing instruction on Online Banking.</p>
Open or uncrossed check	<p>An open check is the one that is uncrossed, that is, a check that does not have two parallel lines across it. It is an instruction to us to pay anyone who presents the check (assuming that the check is a 'bearer' check) at our branch where the drawer's account is held, rather than the check being required to be deposited into the account.</p> <p>If the check was lost and presented for payment by the person who found it, we would not normally be responsible for reimbursing the money to the drawer. You should always make clear instructions on the check to minimize risks of wrong claims of funds</p>
Crossed check	<p>When you "cross" a check with two parallel lines at the top and left corner of the check, it means that the check must be deposited into an account. It cannot be cashed.</p>
Not/non-transferable or account payee only check	<p>This means the check cannot be transferred or endorsed to someone else, and it can only be paid to a bank account in the same name of whosever the check is made out to. It cannot be cashed.</p>
'Not negotiable' check	<p>A check is a negotiable instrument, that is, it can be passed from one person to another.</p> <p>A crossed check, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen.</p>
'Or bearer' check	<p>If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the check uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the check.</p> <p>If, on an uncrossed check, you cross out 'or bearer' and the check is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the check, or as they direct.</p>

## 7.9. Dishonored check

If a check is returned to us unpaid, it means it has been dishonored by the bank on which the check was drawn. Should that happen, we may return the check to you. We will also reverse the entry in your account, that is, deduct the amount we credited. If the check you deposited is not paid, it is your responsibility to pursue payment from the person who gave it to you. A check may be dishonored when there aren't sufficient funds in the account of the writer of the check or there is some irregularity in connection with the check.

## 7.10. Why may a check be dishonored?

There are several reasons why a check may be dishonored, some of which are:

- There are insufficient available funds in the account of the drawer (the person who signed the check) to cover the amount written on the check;
- The check is not signed, the signature is not valid or more than one signature is required;
- The check has been 'stopped' by the drawer (see the 'Stopping a payment' section for more information on 'stopping' checks and any fees involved);
- The check is stale – presented for payment in more than 6 (six) months after the date written on it (although we may still process it);
- The check has been materially altered without the alterations being properly signed or initialed.

You are charged a fee for every check you issue that is dishonored (known as an 'outward dishonor'). This fee is detailed in the "Service Charge" brochure, specific product/service terms and conditions and/or on our website. If you deposit a check received from someone else and it is dishonored (known as an 'inward dishonor'), you will not be charged a fee. If a check has not been cleared, entry will be corrected as soon as possible.

When a check deposited to your account has been dishonored, the amount of the deposit is reversed (debited) from your account. Checks will be dishonored within the same or latest 2 (two) working days after being presented through the clearing house.

## 7.11. Post-dated check

A post-dated check means that the check is dated with a future date. National Bank of Cambodia (NBC) requires post-dated check be cleared regardless of a check being presented before, on, or after the date written on the check. However, the Bank strongly recommends that you don't post-date your check.

## 7.12. Altering a check

If you need to alter a check, the signatory(ies) must sign off in full signature, following to mandate when the amount has been increased/decreased, the date, and/or payee's name being altered. If the alteration has not been signed, it could result in your check being dishonored.

## 7.13. Stale check

A check presented for payment more than 6 (six) months after the date of the check dated may be dishonored with the answer "Stale Check".

## 7.14. Check confirmation before payment

The Bank will use reasonable care as a complementary service to contact the account holder(s) or signatories of account to confirm for account holders' awareness of the check being presented before drawing the funds. The Bank will define a limit of amount for check confirmation at its sole discretion. It may also revise the limit from time to time base on the reasonable wishes to secure customers' account being held with the Bank as part of its valued added service.

The Bank will hold no liability to cash check without prior confirmation from the account holder in compliance with applicable law, except any loss as result of the Bank's gross negligence. If the customer intended not to be contacted for confirmation, we strongly advise you discuss with your Relationship Manager for a better way to monitor your account transaction (for example, subscribe to Online Banking service) and visit our branch to complete "Request to stop being informed for a check payment".

## 7.15. Banker's check

Banker's check, drawn by a bank on itself, is a widely accepted means of safe payment, and a safe alternative way to carrying large amounts of cash.

## 7.16. Getting a banker's check

Banker's check can be purchased at any branch or via Online Banking service. You can pay for the banker's check and the fee by debiting funds from your account. Fees for banker's check purchased via Online Banking service will be charged to your account along with the value of the banker's check purchased.

## 7.17. Things to remember with banker's check

A banker's check has to be cleared like any other check and may be dishonored for the same reasons as a personal check. If a banker's check you have purchased is lost, stolen, or destroyed, please contact any of our branches immediately with your original banker's check purchase receipt. There is a fee for replacing a banker's check.

If a banker's check is no longer required, the purchaser may cancel it and request a refund at any branch. The original banker's check and purchase receipt should be provided when requesting a refund. The Bank may impose a fee for refunding a banker's check.

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# UNDERSTANDING FEES AND CHARGES

## 8. FEES AND CHARGES

### 8.1. Account fees and charges

The Bank may impose fees and charges for any service provided pursuant to the terms and conditions listed in this booklet and/or specific product or service's terms and conditions for services it provides in connection with any account. Fees and charges might be imposed differently for channels and currencies chosen by account holders to operate transactions.

Some of the fees and charges are mentioned in this booklet. Full details of all the fees and charge are set out in the "Service Charge" brochure, which can be obtained from any branch of the Bank or on our website. The Bank is entitled to debit your account for these fees and charges whenever they become payable.

Any applicable government fees and charges, including Resident Withholding Tax, Non-Resident Withholding Tax and any applicable fees, also be debited by the Bank from your account.

If there is any change to the standard fees and charges, the Bank will inform you of the changes and the date when the change takes effect by:

- direct communication to you (i.e., by notice on your account statement);
- displays at the Bank branches or other digital communication means such as website, Facebook, push notification in ABA Mobile, SMS, Email alert;
- media advertisements.

These communication means are not exhaustive. The Bank will, where possible and on reasonable care of its service, inform you of non-standard fees and charges before payment is due.

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# ACCOUNTS SECURITY AND LIABILITY

## 9. SECURITY AND LIABILITY FOR CARD AND ONLINE BANKING SERVICE USAGE

### 9.1. Protecting your card

To protect your card, you will need to:

- sign it as soon as you receive it;
- carry it with you or keep it somewhere safe;
- regularly check that you still have your card;
- not give your card to anyone else, including a family member or friend.

### 9.2. Recording your PIN

If you make a record of your PIN, you will need to keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimize the risk of unauthorized transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

### 9.3. Protecting your access codes including your PIN

WHAT YOU HAVE TO DO	WHAT YOU CAN'T DO
<ul style="list-style-type: none"><li>▪ Try to memorize them.</li><li>▪ Destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a code.</li><li>▪ Make sure nobody watches or hears you when you are entering or using your codes at electronic equipment (e.g., ATM and POS terminals).</li><li>▪ Be ready to make a transaction when you approach an ATM or POS terminal.</li><li>▪ Make sure you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM.</li><li>▪ Notify us immediately if your PIN mailer has not been received intact (if we agree on such an arrangement) or if a PIN change request has taken place without being requested.</li></ul>	<ul style="list-style-type: none"><li>▪ Write your PIN on your card even if it is disguised.</li><li>▪ Keep a record of your PIN with or near your card.</li><li>▪ Tell anyone your codes, even your family members and friends.</li><li>▪ Pick a number or word that can be easily guessed (e.g. part of the number printed on your card, date of birth, driver's license number).</li><li>▪ Enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner.</li></ul>

### 9.4. Loss, theft, or misuse of a card, PIN or other code

You must notify us as soon as possible if your card, PIN or code record is lost, stolen or misused, or you suspect that unauthorized transactions have been made on any account. This will enable us to put a stop on your card straight away preventing or minimizing losses resulting from unauthorized transactions and your potential liability for such losses. If you've misplaced your card, you can put a temporary lock on it by using Online Banking service. If your card has been lost or stolen, you can block it permanently using Online Banking service or you'll need to contact us to permanently cancel your card.

## 10. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

In this section, we outline when you will and when you will not be liable for unauthorized transactions.

YOU ARE NOT LIABLE	YOU ARE LIABLE
<p>For losses resulting from unauthorized transactions where it is clear that the user has not contributed to the loss. You will not be liable for losses resulting from unauthorized transactions that:</p> <ul style="list-style-type: none"> <li>▪ are caused by the fraudulent or negligent conduct of our staff;</li> <li>▪ require the use of a card or other device and/or a code and happen before the user receives their card or other device, or receives or selects their code(s) (as the case may be), including a replacement or reissued card, other device or code; or</li> <li>▪ require the use of a card or other device and/or a code and happen after we have been notified that the card, or other device has been misused, lost or stolen or that the security of the code has been breached; or</li> <li>▪ require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us</li> <li>▪ are made with a card, code or with any other device or identifier that is forged, faulty, expired or cancelled; or</li> <li>▪ are electronic transactions able to be made using an identifier without a code or device; or</li> <li>▪ are electronic transactions able to be made using a device and not a code, provided you did not unreasonably delay in reporting the loss or theft of the device.</li> </ul>	<p>For losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent. You will be liable for actual losses resulting from unauthorized transactions caused by the user:</p> <ul style="list-style-type: none"> <li>▪ engaging in fraud; or</li> <li>▪ voluntarily disclosing any of their codes to anyone, including a family member or friend; or</li> <li>▪ keeping a record of a PIN or other code: <ul style="list-style-type: none"> <li>▪ without making a reasonable attempt to disguise it or to prevent unauthorized access to it; and</li> <li>▪ in a way that it could be lost or stolen with their card (in the case of a PIN) or any device to which the code relates; or</li> </ul> </li> <li>▪ keeping a record of a code: <ul style="list-style-type: none"> <li>▪ without making a reasonable attempt to disguise it or to prevent unauthorized access to it; and</li> <li>▪ where more than one code is used, recording both/all codes in a way that they could be lost or stolen together; or</li> </ul> </li> <li>▪ writing their PIN on their card; or</li> <li>▪ writing their code on the device to be used with that code; or</li> <li>▪ selecting a code which represents their birth date, or being an alphabetical code, which is a recognizable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or</li> <li>▪ leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); or</li> <li>▪ acting with extreme carelessness in failing to protect their codes.</li> </ul>

You will also be liable for actual losses resulting from unauthorized transactions caused by the unreasonable delay in notifying us of the misuse, loss or theft of your card or other device, or of your code(s) becoming known to someone else. Your liability will only extend to losses which occur between the time when you became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.



OTHER IMPORTANT  
THINGS TO KNOW

## 11. CHANGES TO TERMS AND CONDITIONS

At various times, we may make changes without your consent to the terms and conditions relating to:

- fees and charges (including their amount, frequency, and times for payment and to introduce new fees and charges);
- interest rates;
- how interest is calculated, charged or paid to your account or to the balance tiers which determine the interest rate or rates;
- transaction limits;
- the types of transactions performed or ways you can access or transact on your account;
- eligibility requirements in relation to your account; or
- the features of your account or of a product or service.

We will always let you know if, for any reason, the terms and conditions of your account change. However, the advanced notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or facilities. Unless otherwise specified in this document, we may notify you of changes as set out in the following table:

TYPE OF CHANGE	TIME FRAME	METHOD OF NOTIFICATION
Minimum ongoing balance required	30 days in advance	In writing, electronically, or through media advertisement
New fee or charge or increase in fee or charge for performing electronic transactions or issuing or replacing a device used to conduct electronic transactions (such as a card, token, or code)	30 days in advance	In writing, electronically, or through media advertisement
Other new fee or charge or increase to a fee or charge	30 days in advance	In writing, electronically, or through media advertisement
Change on interest rate	No later than the date of the change	In writing, electronically, or through media advertisement
Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate(s)	30 days in advance	In writing, electronically, or through media advertisement
Changes increasing your liability for electronic transactions	30 days in advance or no later than the date of the change	In writing, electronically, or through media advertisement

Transaction limits on electronic transactions, a facility or electronic equipment	30 days in advance or no later than the date of the change	In writing, electronically, or through media advertisement.
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicized by a government agency, government or representative body	In writing, electronically or through media advertisement
Any other change to a term or condition	In advance of the date of the change	In writing, electronically or through media advertisement

### 11.1. Electronic notices

We may use your email address to advise you of any changes to your account, including these Terms and Conditions or send you an email notification to tell you the changes are available for viewing within Online Banking service or on our website. There may be times that we send paper copies of this information.

We may extend our electronic notices through other means such as push notification and SMS to be sent to your ABA user profile and phone number registered within our system of any change of any readiness of product and service to be collected as well as changes to be applied together with recommendation where to get detailed information. You are deemed to receive such a notice when our system generates successful delivery note.

### 11.2. Communication mode

You agree that the main daily communication mode between you and the Bank is the phone number provided by you during your request to open the account. Email may only be used in some circumstance where the Bank cannot communicate to you via phone call.

In relationship to the clause above, you agree that the Bank will not open the account for you in case the Bank finds that the provided phone number is being used by another person unless you could prove that you are the current owner of the phone number or unless you agree to provide a new phone number or unless you agree not to use the phone number, but only email.

## 12. GENERAL MATTERS

### 12.1. Form of execution of the agreement

As permitted by applicable law, the Bank shall obtain either or both signature and/or thumbprint for execution of any form and/or agreement. As standard practice, the Bank generally requires signature as the form in executing the agreement. However, there are specific circumstances while the Bank may require both signature and thumbprint as the form of executing the agreement (for example, the execution of loan agreement). Both signature and thumbprint are equally and legally forceful at all times.

### 12.2. What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible, especially on your phone number in particular. This can be done easily by visiting any of our branches. If the account signatories change, please notify us as soon as possible by visiting any of our branches. Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your account until you give us your current contact details.



### 12.3. Change of address, phone number and facsimile number

You must promptly notify the Bank of any change in your address, telephone number or facsimile number. This will enable us to ensure that correspondence, important documents, card (if allowed), etc., are sent to the correct address.

You agree that the Bank may at its sole discretion freeze all operations related to all your accounts in case the Bank could not communicate with you via your telephone number registered with the Bank and you agree to indemnify the Bank against all types of losses resulting from the said action.

### 12.4. Update of your personal information

You are obliged to notify the Bank as soon as possible once there is an update of your personal information that was provided to the Bank during your request to open the account, to ensure that your information is up-to-date and relevant. Such information may include, but not limited to, your name, date of birth, address, occupation, nationality, identification documents, and contact details.

You agree that failure to provide such update may result in inability for the Bank to maintain or store your current up-to-date information in the Bank's system as required by applicable law, which may result in some or total inconvenience during your using of the Bank's service.

You agree that the Bank may at its sole discretion deactivate/restrict all your accounts' related operations to demand you to update such information.

### 12.5. Update of identity document (ID)

The Bank will use the ID to identify you when you are using the Bank's service. You are required to submit the new ID to the Bank whenever the old-fashion ID stored with the Bank during account opening is expired or becomes invalid. If your ID expired and is not updated by you, there might be some disruptions during your usage of service, i.e. delay in providing service, staff inquiry to demand for the new ID, or restriction of account usage. Therefore, you agree that you will always update the latest ID with the Bank when there is one.

### 12.6. Privacy and confidentiality

The Bank's policy explains our commitment to the protection of your personal information. We take your privacy very seriously. Information you provide to the Bank will be kept strictly confidential and will be securely held by the Bank. You have the right to access the information by enquiring at any branch of the Bank and you may also request that it be corrected.

The Bank will make every effort to keep your personal information up-to-date. To assist us, please let us know of any changes in your personal and business details such as, but not limited to, address, contact number or change in ownership structure of your business, etc.

How we use your information will depend on the purposes for which that information was collected. Generally, the Bank may use this information to:

- consider your application for facilities, products and services,
- administer, manage and monitor any facilities, product or services provided to you,
- conduct market research, data processing and statistical analysis, and
- unless you disagree, provide you with information about other facilities, products and services, including certain third-party products and services.

You agree that the Bank and any affiliates (the "Parties") may exchange with each other any information about you including:

- any information provided by you in application forms;
- any other personal information you provide to us or which we otherwise lawfully obtain about you; and
- transaction details or transaction history arising out of your arrangements with the Bank.

If any one of the Parties engage anyone (a "Service Provider") to do something on their behalf (for example a mailing house or a data processor), then you agree the Parties and the Service Provider may exchange with each other any information herein. The Bank might give any information to entities other than the Parties and the Service Provider where it is required or allowed by law or where you have otherwise consented.

The Bank may use your personal information for the purpose of data matching and in doing so may collect information about you. "Data matching" is the process of comparing your personal information with publicly available information and/or with information held by entity the Bank has an ongoing relationship with, to better enable us to carry out any of the above purposes.

The Bank may disclose your information to carefully selected third parties for the purposes of data matching, provided those third parties are subject to an obligation of confidentiality.

The Bank may obtain information and make such enquiries about you as the Bank may consider warranted from any sources including credit reference agencies for the above purposes.

The Bank may disclose information about you to credit reference agencies for the purpose of obtaining credit reports on you. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services. If you default in any obligations to the Bank, then the Bank may disclose information about you to credit reference or debt recovery agencies and it may be retained by them. Those agencies may provide that information to their customers who use their credit reporting services.

The Bank may also disclose account information to any signatory of your account. If you are under 15 (Cambodian) or 18 (foreigner) years old, the Bank may contact your parent(s)/guardian(s) to disclose, collect or obtain repayment of any amount you owe to the Bank.

Our security standards are maintained, and our technology is updated regularly to provide protection for the information we hold. We do not sell, publish, or give away your information.

Certain law also requires the Bank to disclose your information on request. If the Bank receives a request from certain agencies to release your information, the Bank may not be able to tell you that the request has been received. The Bank may also disclose the information to the police, certain government agencies or the financial institute where the Bank reasonably believes that the disclosure will assist the investigation, detection and/or prevent of fraud or other criminal offense, such as money laundering and/or terrorism financing in Cambodia or other countries. You agree to provide all information to the Bank in which it reasonably requires to comply with these laws. Anti-money laundering and terrorism financing legislation in force in Cambodia or other countries may also prohibit us from entering or concluding transactions, which involve certain countries, persons or entities. As a result, you agree that the Bank may:

- delay or block any transaction or refuse to pay any money, without incurring any liability or
- disclose any information concerning you or the transaction to the Cambodian police or relevant authority in any country in order to ascertain with the laws in the country to a transaction or otherwise in compliance with those laws that aim to prevent or detect terrorism financing or money laundering, in the reasonable belief that the transaction may contravene those laws, and the Bank will not incur any liability to you as result of that action.

In this clause, "money laundering" includes any dealing with the proceeds of criminal activity and any dealing with funds or assets of any person or entity suspected of involvement in terrorism or any act of terrorism.

## 12.7. Notices and communications

Communications related to your account, including statements of account and notice of any changes to the Terms and Conditions, will be given in writing or in any other way set out in these Terms and Conditions or agreed with us. We may use electronic means to communicate with you. This may include emailing you written notices or other communications about changes to our products and services or sending you notification the changes are available for viewing within Online Banking service or on our website.

If we post you a written communication directly, we will send it to the most recent address you have given us. Where we send written notice by ordinary mail, we regard that notice as given 3 (three) business days after we post it.

## 12.8. Anti-money laundering and counter-terrorism financing obligations

Please be advised that in order to meet our regulatory and compliance obligations, we will be increasing the levels of control and monitoring. You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach applicable law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, the Bank and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any deposit product;
- we may from time to time require additional information from you to assist us in the above compliance process (for example, on customer due diligence and transaction participant); and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Bank's affiliates, service providers, or to other third parties.

You provide the Bank with the following undertakings and indemnify the Bank against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage in or effect a transaction that may be in breach of applicable law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which any deposit product is being provided does not breach any applicable law or sanctions (or the law or sanctions of any other country).

## 12.9. Credit of interest

The Bank pays interest on credit balances in certain types of accounts. Interest is calculated on daily basis for interest bearing savings and transactional accounts and is credited to your account on the key date. Your account's key date will be due on the same calendar day of each month or quarter depending on your account types. If your account's key date falls on a non-business day, your account's key date will automatically move to the next business day of the month.

The interest paid or credited by the Bank will be affected by applicable taxes. The tax status of the account holder will determine the type and amount of the tax deducted. The Bank relies on the tax status and information (where appropriate) provided by the account holder. Resident Withholding Tax (RWT) will be deducted from interest payments made to Cambodian account holders. However, the RWT is applicable for foreigners who have been consecutively living in Cambodia for the period of at least 182 days or indicative to live in Cambodia for at least 182 days by providing sufficient supporting documents such as, but not limited to, employment contract, house rental contract or owning a business in Cambodia. Residential tax status is selected during the first account opening when you provide enough information to our staff. For non-resident account holder, Non-Resident Withholding Tax (NRWT) will be deducted. We rely on your accuracy of documents and information provided in order to choose the correct tax status of your account.

For some accounts, the balance must exceed a specified minimum before any interest will be paid to you. The Bank may introduce or alter any specified minimum balance above which interest is payable, and any specified balances above which special higher rate of interest is payable. You will be notified of any change and the date.

## 12.10. Fixed deposit

The following terms and conditions apply to Fixed Deposit and incorporate the terms and conditions set out in Fixed Deposit Certificate or application forms (if any).

The Bank may set a minimum deposit level for any Fixed Deposit. If the amount of your deposit ever falls below the minimum deposit level, the Bank has the right to pay out the deposit to you:

- for Fixed Deposit of less than 12-month term, monthly interest payment is not allowed. Only interest payment at maturity is allowed.
- for Fixed Deposit of 12 (twelve) months or longer, either option of monthly interest payment or interest payment at maturity is allowed.

Interest payable during the term of your Fixed Deposit will not be compounded. However, any interest payable at the maturity can be automatically added to the repaid principal amount in order to make a new Fixed Deposit.

Unless the Bank agrees, the term of your Fixed Deposit is fixed, and you may neither transfer the deposit nor draw on the deposit until it matures. Any request for early and/or partial withdrawal (if allowed) of Fixed Deposit must be approved by the Bank. The Bank may impose pre-mature fee.

If the maturity date of your Fixed Deposit is a non-business day, the maturity date of your Fixed Deposit will move to the next business day.

Fixed Deposit cannot be drawn against personal check. Where appropriate and as a reasonable care of its complementary service, the Bank will communicate to you prior to the maturity date of your Fixed Deposit.

Any applicable government fees and charges, including resident withholding tax or non-resident withholding tax may be debited by ABA from your Fixed Deposit or nominated account.

### 12.11. Telephone or email instructions

The Bank is not required to allow you, or any person authorized by you, to give an instruction on any account by phoning the Bank's branch. If the Bank allows this, you agree that:

- funds may only be transferred between accounts under your name,
- enquiries may only be made about accounts under your name,
- the Bank may refuse to act on any instruction that is not given by you or a person authorized by you;
- the Bank is not obliged to establish the identity or authority of any person (including you) giving an instruction.
- the Bank may impose a minimum amount in relation to any type of instruction and may change such amount at any time without notice, and
- you will indemnify the Bank against any loss that it suffers as result of any instruction (including any misrepresentation by you or any person authorized, or claiming to be authorized, by you) except loss which is a direct result of the negligence of the Bank.

### 12.12. What to do if you have a problem or dispute?

If you are unhappy about something we have done – or perhaps not done – please give us an opportunity to put things right. Where possible, we will attempt to resolve your complaint on the spot on the first-attempt resolution. If we need to take some additional time to get back to you, we will let you know. In the event we can't resolve your concern at your first point of contact, we will refer the complaint to our dedicated unit for Complaint and Dispute Resolution.

Our Complaint Resolution Unit's aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed on the progress of your complaint.

You can contact us using

- phone: (+855) (0)23 255 333,
- email: [info@ababank.com](mailto:info@ababank.com) / [complaintresolution@ababank.com](mailto:complaintresolution@ababank.com),
- ABA Mobile app's Contact Us feature,
- online chat and/or Feedback Form on our corporate website;
- comments or private messages on our official Facebook page.

### 12.13. If you are still not satisfied

If you are still not satisfied with the outcome of your complaint, please refer to section 5.1.7 for further action.



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