



# **ABA INSTANT ACCOUNT TERMS AND CONDITIONS**

# Content

<b>1. Introduction</b>	<b>3</b>
<b>2. Definitions</b>	<b>3</b>
<b>3. Creation of payment account</b>	<b>4</b>
3.1. Eligibilities	4
3.2. Other requirements	4
<b>4. Availability of service for payment account</b>	<b>4</b>
<b>5. Upgrading to a standard bank account</b>	<b>4</b>
<b>6. Fees and Charges</b>	<b>5</b>
<b>7. Use of payment account</b>	<b>5</b>
7.3. Cash-out transaction	5
7.4. Cash-in transaction	5
7.5. Transfer transaction	5
7.6. Payment or purchase transaction	6
<b>8. Inactive and dormant payment account</b>	<b>6</b>
<b>9. Unclaimed funds in dormant payment account</b>	<b>6</b>
<b>10. Suspension and closure of payment account</b>	<b>6</b>
<b>11. Transactional history and statement of payment account</b>	<b>7</b>
<b>12. General matters</b>	<b>7</b>
12.7. Change of terms and conditions	7
12.8. Privacy and Confidentiality	7
12.9. Anti-money laundering and counter-terrorism financing obligations	8
12.10. What to do if you have a complaint or dispute?	9
12.11. Exclusion and indemnity	9
<b>13. Force Majeure</b>	<b>10</b>
<b>14. Miscellaneous</b>	<b>10</b>
<b>15. Governing law and dispute resolution</b>	<b>11</b>

## 1. Introduction

This terms and conditions governs the use of any payment account created in ABA Mobile (hereafter referred as "Terms and Conditions"). As a Payment Service User (User), you shall carefully read this terms and conditions in conjunction with other terms and conditions of the Bank such as Product Terms and Conditions of Instant Account, ABA Mobile Terms and Conditions, and General Terms and Conditions for Online Banking Service.

By pressing "Accept" you confirm that you have read, understood, acknowledged, accepted and agree to be bound by this terms and conditions accordingly.

To the extent such other terms and conditions are inconsistent with these terms and conditions, this Terms and Conditions shall prevail.

## 2. Definitions

- **Customer number (CIF)** refers to a unique customer identification number of you during your creation of Instant Account.
- **Cash-in transaction** refers to a credit Payment Transaction made to payment account which will increase the available Funds in Instant Account.
- **Cash-out transaction** refers to a debit Payment Transaction made to payment account which will decrease the available Funds in Instant Account.
- **E-cash** means card-less cash withdrawal service at ABA ATM's using code generated in ABA Mobile.
- **Electronic Money** refers to monetary value issued on the receipt of funds by an electronic money issuer, stored electronically, used to make payment transaction and accepted as a payment instrument by persons.
- **Funds** refers to banknotes or electronic Money.
- **Mobile ID** refers to a unique identification number assigned to each ABA Mobile user during registration.
- **Payment Account** refers to an account opened by the Payment Service User (User) and used for the execution of a payment transaction. Instant account is treated as a form of payment account.
- **Payment Initiation Service** refers to a service to initiate a payment order at the request of the Payment Service User with respect to a bank account or payment account held at bank or another Payment Service Provider.
- **Payment Service User** refers to person (natural or legal) making use of payment service in the capacity as payer, payee, or both.
- **Payment Transaction** refers to an action, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and payee.
- **Payment Service Provider (PSP)** refers to a legal entity duly licensed by National Bank of Cambodia (NBC) to operate financial services in Cambodia and approved by ABA for the connection of services such as payment or transfer under certain legal arrangement.
- **Personal Information** refers to the personal information provided by you to ABA, including but not limited to full name, national identity number (NID), date of birth, phone number, address,

employment details, incomes and its source, and other details defined and classified by the Bank as personal information.

- **Transfer** refers to a debit or credit transfer type of Payment Transaction whereby ABA becomes a paying or receiving bank on behalf of you to take effect any payment order made to/from you. Transfers include both intra-bank transfer and inter-bank transfer.
- **'We', 'us', 'our', 'ours'** refers to Advanced Bank of Asia Limited.
- **'You', 'your', 'yours'** refers to an account holder and ABA Mobile user.

### 3. Creation of payment account

#### 3.1 Eligibilities

- Cambodian nationality only;
- Be at least 15 years or more on the date of subscribing payment account
- Valid and original identity documents: (Currently, Bank accepts only Cambodian National ID only)

#### 3.2 Other requirements

- A local sim card registered under your name;
- A capable and no-jailbreak Smartphone with iOS or Android system;
- A phone with good quality camera which has the ability to take clear picture of your face and your identification document.
- A local number has never been used for ABA Mobile service;
- A clear willingness to deposit initial top of balance of \$5 within 30 days from creation of Instant Account.

### 4. Availability of service for payment account

- As payment account, the Instant Account provides a limited number of services both in ABA Mobile or at the Bank's counter.
- Payment account is not allowed as a source account for cross-border payment transaction, including a restriction to use the account in linking to Virtual card.
- For details, you can find the available services and limits in the Instant Account Product Terms and Conditions. The Bank reserves the right to add, remove, delete, or hold such service at our own discretion without prior consent from the customer.

### 5. Upgrading to a standard bank account

- An upgrade to a standard bank account from payment account is highly recommended to all Users. User will be required to be present in person at bank premise or to meet the Bank's representative to complete the customer due diligence requirements.
- User can make the request for upgrading at any of ABA branch, which user will be required to update their personal information and agree on new product terms and new bank terms and conditions.
- You acknowledge that your request for full services may be approved or rejected at Bank's sole consideration and discretion.

## 6. Fees and Charges

- The Bank may impose fees and charges for any service provided pursuant to the terms and conditions listed in 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 user to initiate payment transactions and transfers.
- Fee and charges are usually communicated on-screen instruction for each search. However, you can seek details by phone our Contact Center.

## 7. Use of payment account

- Unlike a standard bank account, Instant Account (in form of payment account) is limited in features. You shall refer to the latest features in our website to ensure that you are aware of the functions available for your Instant Account.

### 7.1 Cash-out transaction

- You can debit (withdraw) fund from your account via E-cash in banknote only. If you want to withdraw cash from the Bank's over-the-counter service, you agree to upgrade to standard bank account, follow the customer due diligence procedure of the Bank prior to be permitted for such transaction. Any refusal to update Personal Information is an agreement of yours to not access the Bank's OTC service, except the request to close the Instant Account at the Bank's counter.
- When your Personal Information has been successfully updated and your account has been updated to a standard bank account, you agree to be bound by applicable terms and conditions of product and service you have subscribed.
- Daily and monthly limits are applied for debit transactional legs accordingly. You are required to read the Instant Account Product Terms and Conditions carefully.

### 7.2 Cash-in transaction

- You can cash-in funds (including electronic money) to your payment account through banknote or balance transfer.
- In case you cash-in through the Bank's counter, you are required to update your Personal Information and upgrade to standard bank account. Otherwise, you agree to cash-in through self-banking services such as Cash-in Machine (CIM) or Cash Recycling Machine (CRM) if permitted.
- You can cash-in fund through balance transfer from other Instant Account, ABA bank account or wallet held with other Payment Service Provider.
- Daily and monthly limits are applied for credit transactional legs accordingly. You are required to read the Instant Account Product Term and Conditions carefully.

### 7.3 Transfer transaction

- When initiating any fund transfer, you will be required to provide certain information of the recipient, which will vary depending on the type of transfer.
- For any transfer transaction made via ABA Mobile, you voluntarily agree that we can disclose your name and transaction details you made to notify and assist them in identifying and verifying the transaction.
- The aggregated daily and monthly limits are applied for credit and debit transactional legs accordingly.

#### **7.4 Payment or purchase transaction**

- For any purchase transaction made via ABA Mobile, you agree that we can disclose your name and payment details you made to merchant to notify and assist them in identifying the transaction.
- We may cancel or suspend a payment at any time without notice to the recipient. Under certain circumstances, the Bank might not be able to cancel a payment immediately as requested by payer. As required by applicable law or under legal arrangements, you will be informed through different means (including Notification) of payment failure or cancellation in different stage of reconciliation. You are obliged to review and acknowledge such cancellation.
- The aggregated daily and monthly limits are applied for credit and debit transactional legs accordingly.

#### **8. Inactive and dormant payment account**

- Applicable law requires bank to control the quality of account conduct and its associated risk. If your payment account is not active for 12 (twelve) months or more from the creation date or from the last transaction date (excluding system transaction), your account will be classified as a dormant account. You agree that the Bank can impose the following controls:
  - Not allow any credit or debit transaction into/from the account unless its status is changed from 'Dormant' to 'Active'
  - Charge an annual service fee.
  - Close your account automatically without prior notice if you have a nil balance.
- Based on Product Terms and Conditions of Instant Account, you agree to top-up balance of at least 5\$ into your account upon successful creation within 30days from the creation day. Failure to do, your profile of Instant Account will be marked 'inactive.' You agree with Bank's stringent control on such account, including a restriction of access to account unless you are verified by the Bank.

#### **9. Unclaimed funds in dormant payment account**

- When your payment account is not operative for 10 years, any remaining balance shall be transferred to governance agencies (i.e., National Bank of Cambodia) for administration as required by applicable law.
- You irrevocably agree to maintain your payment account in good and active manner. If your account turns dormant in such a lengthy dormant period, you unconditionally agree with Bank's imposed control and the arrangement to transfer of remaining balance in your account to National Bank of Cambodia without further notice to you.
- If you need to recover your funds, you shall follow certain procedure of the Bank, including an agreement to pay the arrangement fee.

#### **10. Suspension and closure of payment account**

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

## **11. Transactional history and statement of payment account**

- After a financial transaction is posted, notice will be sent to your Mobile App. You irrevocably agree and confirm to have accepted such a notice.
- Upon receipt, you shall review and acknowledge it accordingly. In case there is any doubt, you agree to notify the Bank through different means without delay.
- You must notify us in writing within 60 (sixty) days on the transaction you get doubtful about and/or from when the entry is posted into your statement If there are any 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 and all transactions recorded on statement are lawful and correct.

## **12. General matters**

### **12.1 Change of terms and conditions**

- From time to time, we may make changes without your consent to the terms and conditions relating to:
  - fees and charges
  - transaction limits;
  - the types of transactions performed or ways you can access or transact on your payment account;
  - eligibility requirements in relation to your payment account; or
  - the features of your payment account or of an associated product or service.
- We will always let you know if for any reason the terms and conditions of your payment account change. However, the advanced notice may not be given when a change must 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 change as set out with a clear date or a standard term of 30-day prior notice.

### **12.2 Privacy and Confidentiality**

- 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, products or services provided to you,
  - Conduct market research, data processing and statistical analysis,

and unless you disagree

- Provide you with the 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 other Personal Information you provide to us or the information about you which we otherwise obtain lawfully;
  - transaction details or transaction history arising out of your arrangement with the Bank.
  - If any one of the Parties engages anyone (a "Service Provider") to do something on its behalf; 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 if required or allowed by law or which you have otherwise consented.
  - The Bank may use your Personal Information for 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.
  - 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 complying with these laws.

### **12.3 Anti-money laundering and counter-terrorism financing obligations**

- To meet our regulatory and compliance obligations, we will be increasing the levels of control and monitoring we perform. You should be aware that:
  - Transactions may be delayed, blocked, frozen or refused where we have reasonable ground to believe that they breach applicable law or sanction (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) whatsoever caused relating to any product;
  - We may from time to time require additional information from you to assist us in the above compliance process; and
  - Where legally obliged to do so, we will disclose the information we have collected the regulator and/or law enforcement agencies, other banks, other members of the Bank's affiliates, service providers, or to other third parties.
- You agree to 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).

#### **12.4 What to do if you have a complaint 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 objective 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) or [complaintresolution@ababank.com](mailto:complaintresolution@ababank.com)
  - Online chat and/or Feedback Form on our corporate website;
- We 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.

#### **12.5 Exclusion and indemnity**

- In addition to and without prejudice to any right or remedy which the Bank may have (at law or otherwise), and so long as the Bank acts in good faith in providing the service, the Bank shall not be liable to you in respect of any loss whatsoever suffered by you in connection with the service, notwithstanding any breach by the Bank of its obligations to you.
- In addition to and without prejudice to any other right or remedy of the Bank (whether under these Terms and Conditions or otherwise), you indemnify and hold the Bank harmless from and against any losses whatsoever suffered or incurred by the Bank because of any of the following:

- Any failure by you to comply with these terms and conditions;
- Any change in applicable laws and regulations;
- Any act, omission or thing done or caused to be done by the bank in connection with the provision of the service through no willful misconduct of the bank;
  - o Any act or default by you in the operation and use of any system or software installed or used by user; and
  - o No representation or warranty is made or given by the Bank to you or any person and no obligation or liability is assumed by the Bank to you or any person about the availability or continued availability or operation of the service or any telecommunication or electronic equipment, system, or terminal (whether or not provided, operated, or maintained by the bank or otherwise) notwithstanding any provision to the contrary in these terms and conditions.

### **13. Force Majeure**

- In the event that the Bank is rendered wholly or partly unable to observe or perform these terms and conditions by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labor disputes, acts, demands or requirements of any government or regulator, or by any other causes which it cannot reasonably be expected to avoid, the performance of the obligations of the Bank as it is affected by such causes shall be excused for the duration of the above-mentioned events.
- The Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the above-mentioned events.

### **14. Miscellaneous**

- If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other terms or conditions.
- No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of its rights under any of these Terms and Condition relating to any payment account or the service shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.
- You agree not to dispute the validity, accuracy or authenticity of any evidence of payment instruction and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records of transaction logs, reports, files, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- You also agree to refer to and to treat all such records or logs, reports, files, tapes, cartridges, computer printouts, copies or other forms of information storage as conclusive evidence of your Instructions and other communications received or sent by the Bank. You further agree that all such records shall be binding upon you and you will not be entitled to dispute the validity or authenticity of the same.
- All payment instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as and given the same effect as written and/or signed

documentary communications to and by the Bank.

#### **15. Governing law and dispute resolution**

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

- The End -