

GENERAL TERMS AND CONDITIONS OF ACLEDA INTERNET BANKING

1. GENERAL CONDITIONS

This "General Terms and Conditions of ACLEDA Internet Banking", or "Agreement", is established as a standard for transparency in ACLEDA Internet Banking Service execution and customer protection and should be used in conjunction with the "Fees and Limitations of ACLEDA Internet Banking" provided to customers. Together, the Conditions or Agreement and Fees and Limitations explain the ACLEDA Internet Banking service operation that ACLEDA Bank Plc. provided to customer.

When you agree to the ACLEDA Internet Banking application, the bank confirms that you have explained, guided, and read by yourself and fully understand and agree to all of these terms and conditions. In addition, is solely responsible for transactions that you have made through ACLEDA Internet Banking Service, and agrees to other conditions such as fees charge, and limitations of ACLEDA Internet Banking Service, which have been official launched by ACLEDA Bank Plc. and this Agreement, will be effective.

We may change the Agreement, Fee Charge of ACLEDA Internet Banking at any time subject to applicable law and real situation happened. The latest version will be available on the website <https://www.acledabank.com.kh> for the purpose of disseminating to customer and implementing ACLEDA Internet Banking service in current and future. Except indication herein, we will inform you of changes that affect to your rights and obligations (by any appropriate means or to the extent possible by the Bank).

Vocabulary and Terminology Use:

- Throughout this publication, the words "you", "your" and "yours" refer to the customer or account holder who is using the service of ACLEDA Internet Banking.
- The words "We", "us", "our" and "the bank" refer to ACLEDA Bank Plc.
- **BBE/Bank BackEnd:** refers to the various professional staff of ACLEDA Bank Plc. who have been granted the right to use the ACLEDA Internet System in functions such as inputter, register, checker, or receiving customer requests.
- **BBA/Bank BackEnd Authorizer:** refers to a professional AVP & M/AVP & AM or in-charge person who have been granted the right to use the ACLEDA Internet System as an Authorizer at the request of BBE or the customer.
- **BBS/Bank BackEnd Special User:** refers to a professional AVP & M/AVP & AM or in-charge person who has the right to use the ACLEDA Internet system in functions as inputter, register and checker or accept requests and as authorizer to the request of the customer or company/institution.
- **BAdmin/Bank Administration User:** refers to staff of Service Desk Centre who has access to ACLEDA Internet as a sign on creator for BBE, BBA, and BBS.
- **Corp-Admin/Corporate Administration User:** refers to the director or company owner or representative of the company/institution or account holder/member who have assigned with the complete rights as services & users management, services management or users management in system. There are two types of Corp-Admin, Normal-Admin and self-Admin.
- **ACLEDA Internet Banking:** refers to the ACLEDA Internet System developed by ACLEDA Bank Plc. and divided into the following two categories:
 - **ACLEDA Retail Internet Banking:** for associating with individual or joint accounts and account holders who use this system called RIB (Retail User).
 - **ACLEDA Corporate Internet Banking:** for associating with a company/institution, account and the member of the company/institution, account or the authorized person who uses this system called CIB (Corporate User/Corporate Administration User).
- **Straight Through Process:** refers to ACLEDA Internet Banking transaction that completed immediately after the inputting, checking and/or authorizing by the customer and does not go through the review and approval of the bank.
- **Non-straight Through Process:** refers to the bank transactions proposed by customer through ACLEDA Internet Banking and will process after the approval of bank staff.
- **Password:** refers to a password that has been chosen to create and can be changed as need by yourself to protect personal safety. This password is in alphanumeric format at least 06 digits that have big capital letter and/or small capital letter (at least 01 character), number (at least 01 digit) with symbols "!, @, #, \$, %, &, +, -, =, ?" or without symbols (if no need).
- **OTP (One Time Password):** refers to a 6-digit password and is automatically generated by the Hard Token to confirm the customer's transaction.

2. ELIGIBILITIES FOR ACLEDA INTERNET BANKING

- 2.1 You are required to open an account and to present your ID as set in the procedure of ACLEDA Bank Plc.
- 2.2 You are required to have your own equipment to be able to use ACLEDA Internet Banking Services such as Computer Desktop or Laptop with Browser (Internet connection), Mobile Device, Phone number and personal e-mail address.
- 2.3 You must be complete the application form for ACLEDA Internet Banking Services by signature/Thumbprint properly. For company/institution must be complete application and/or have a formal letter of appointment for both account members and non-account members to function as Corp-Admin and Corporate User by confirming a clear identity. All identity to be uploaded to the system must be original and valid for at least three months from the date the bank receives them. Corp-Admin/Corporate Administration User who are foreigners that staying in Cambodia, the visa valid must be added (except for countries that are not required).
- 2.4 After enrolment and authorization by bank completed:
 - You, the RIB/CIB user will receive a User ID and a temporary password generated automatically from ACLEDA Internet system and will be sent to your e-mail address or phone number for the first time accessing the system and changing the password immediately.
 - You must have Token to use for secure their login and confirm the transfer or payment transactions. Token are defined as the following two forms:

- **ACLEDA Hard Token:** refers to a tool used to generate OTP.
- **ACLEDA Authentication (PUSH Token):** refers to an application that can be downloaded from the App Store or Play Store and installed on phones running by iOS or Android. You have to activate ACLEDA Authentication by yourself before accessing ACLEDA Internet for the first time by filling the important information such as User ID, e-mail and phone number and then click "SUBMIT", the system will send the registration code "8 digits" to your mobile phone number and e-mail to be enter into the phone to confirm the registration transaction. The Registration Code is valid for 10 seconds after creation. In case the password expires, you can click "Resend Verification Code" on the Status to download the new password as needed.

2.5 You must have sufficient funds in your account, including fees for successful payment transactions on ACLEDA Internet Banking Services.

3. SERVICES AVAILABLE

You can operate banking services on ACLEDA Internet system via your personal computer Desktop or Laptop as follows:

3.1 View Banking Information

- View Exchange Rate.
- View Deposit Account Information such as Account Balance, Account History, Account Statement, Daily Transaction, and Cheque Status.

3.2 Make Request for Products & Services

- Request Bank Confirmation,
- Request Purchase Cheque Book,
- Request Purchase Cashier Cheque,
- Request Purchase NBC Cheque,
- Request Purchase Bank Draft,
- Request Stop Cheque,
- Request Term Deposit,
- Request Block Amount,
- Request Unlock Amount,
- Request Active Dormant Account,
- Request Close Account,
- Request Trade Finance Services,
- Request Credit Services,
- Request Loan Early Pay-Off,
- Request Special Exchange Rate for transaction of Fund Transfer

3.3 Payment Transactions

- Bill Payment: Electricity/EDC, Water/PPWSA, Phone, Internet, School, etc.,
- Payroll Service,
- Bulk Payment,
- Mobile Top Up,
- Supplier Payment,
- Standing Order.

3.4 Local and Overseas Funds Transfer

- Fund Transfer within ACLEDA Bank such as:
 - Own Account Fund Transfer,
 - P2P Fund Transfer,
 - Fund Transfer to Non-Account,
 - + Transfer by using Test Question or Phone Number,
 - + Transfer by using ID Card/Passport/Driving License,
- Interbank Fund Transfer,
- Overseas Fund Transfer.

4. ACCOUNT LINK WITH ACLEDA INTERNET SYSTEM

Your bank account can link with ACLEDA Internet System as bellow:

4.1 Account link with RIB system

- Personal Account
 - Saving Account, including Payroll Account and Credit Account
 - Current Account, including Current Account Plus, Current Account OD and Current Account OD Plus
 - Demand Deposit Account
 - Future Kid Account.

Note: Future Kid Account that link with RIB system has managed and used by the kid's parents or guardians until s/he reaches the age of 15 or after the Future Kid Account have been change to saving account.

- Joint Account
 - Joint account with the condition that "Anyone can sign", each holder or individual member has been allow linking with the RIB system and can choose the full service for use as a personal account.
 - If the condition does not mention, "Anyone can sign", each holder or individual member has been allow linking with the RIB system and can only view bank information.

4.2 Account link with CIB system

All types of company/institution accounts (Savings account, Current account, Demand deposit account or Trust account for PSI) belong to Private Company, Co-ownership Company, Corporation Company or other entities that has been allow linking with ACLEDA Internet by requiring a written request from the authorized person.

5. REQUESTING USER ID AND A NEW PASSWORD

If you forget your User ID and password, you can request User ID or a new password through ACLEDA Internet Banking by filling in the following information correctly:

- Request reset User ID: must be filled CIF, Name, e-mail address, and telephone number that are registered in the system and confirm Token (ACLEDA Authentication or OTP from Hard Token). The system will send a User ID to that e-mail address and phone number.
- Request reset Password: must be enter the User ID, e-mail address, and telephone number that are registered in the system and confirm Token (ACLEDA Authentication or OTP from Hard Token). The system will send a new password to that e-mail address and phone number.

6. FEE CHARGE

- Transaction fees are automatically deducted from your bank account, depending on the type of transaction such as remittances, payments and other fees as shown in Fees and Limitations of ACLEDA Internet Banking after the transaction done immediately. Therefore, you must check all fees charge properly before agreeing to the transaction or click send or click "Confirm".
- Fee Charge may vary depending on market conditions. In this case, the Bank may notify you 30 days in advance via any ways of the following means:
 - ✓ Message will send to the e-mail address of the customer who has registered in ACLEDA Internet Bank,
 - ✓ Publicize on newspapers,
 - ✓ Notice at our bank offices,
 - ✓ Post in our Website, or
 - ✓ In any other way possible.

7. SAFETY MEASURES

- You must not write down your password on any object, memorize it for easy use and to avoid stolen by others. Incorrect password entry, the system will set a waiting time for the password to be re-entered. If the password was enter incorrectly three times, the system will automatically suspend the use of ACLEDA Internet Services and all question related to the password will not be answered.
- You must not reveal or see the password when using it and make sure that no one steals when entering the password and must leave the ACLEDA Internet system (Sign out) immediately after the bank transaction completed.
- You need to change your password frequently and use it correctly and securely to avoid fraudulent transactions.
- You do not click or link to any other suspect website or install any unknown program in your computer which linking with ACLEDA Internet system.
- You must control the tools linked with ACLEDA Internet system frequently if any unknown Message or programs are found, please immediately clean and/or delete it off to avoid any Virus and/or Hacker.
- You must keep your ACLEDA Hard Token or ACLEDA Authentication securely and shall not stole by any person during the transaction.
- You must log in to ACLEDA Internet Banking with your computer only. Do not use computer of any others or computer at Internet shop, Internet coffee, or hotel.
- If doubtful that your ACLEDA Internet Banking has been logged by an unknown person, you must immediately inform the bank to block or to take others technical actions to prevent unauthorized transactions. If the informing is done by phone, you have to add more confirm in written notice or via e-mail at least two working day of the bank.
- ACLEDA Bank Plc. will not be responsible for any loss related to the use of ACLEDA Internet Banking of you do not comply with these security condition or force majeure, which is an accident that both parties could not know in advance and could not avoid, such as war, fire, earthquake, storm and flood, etc.

8. YOUR LIABILITIES

- 8.1 Your e-mail address, which provide during the enrolment shall be formally recognize by the bank. If you need to use the different one, you are required to give prior notice to the bank.
- 8.2 The services via ACLEDA Internet Banking can be processed in straight through process or non-straight through process. You must be personally view in proper and accuracy on the key points such as receiver, amount, and fees before selecting "Confirm". In case of non-straight through transactions are subject to verify and authorize by bank in the service hours of working day only, despite those transactions process from your side at any time and next it will be continuously done by responsible staff with following to the existing policy. Therefore, if you were doubtful or not received the services after making transaction, you shall contact to the nearest Branch or call Centre for clarifying.

- 8.3 You shall be liable for any loss or damage, including losses suffered by yourself, other persons or bank account and agreed face the law if you act negligently or test to make transactions, invasion, searching, cheating the data, fraudulent directly or indirectly, either alone or participative even though your act intentionally or unintentionally.
- 8.4 You agree to comply with all applicable laws, rules and regulations in using ACLEDA Internet Banking such as law on anti-money laundering and financing of Terrorism, law on combating Financing of Genocide and so on.
- 8.5 By accepted agreement, ACLEDA Bank Plc. has the right to delay, block, or refuse to process any transaction without incurring any liability if we suspect and found that:
- The transaction might violate any law of the kingdom of Cambodia or any other country.
 - The transaction might be directly or indirectly involve with any designated individual or entity prohibition, or with sanction countries, or any illegal activities.
- 8.6 You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when you use ACLEDA Internet Banking.
- 8.7 You shall be fully responsible for ACLEDA Internet users and password properly and high securely to avoid any unauthorized transaction.
- 8.8 You shall be fully responsible for all damage or loss caused by transaction does not allow, including sending incorrect or not enough information, late or missing for supporting document to the bank etc.
- 8.9 The Bank shall follow any instruction or transaction made by the user of ACLEDA Internet Bank. In case of having an error or late in response to your instruction due technical issue of information network, you shall inform the bank via your mobile phone or come to the nearest of ACLEDA Bank office to complete the transaction.
- 8.10 The bank has the right to control and follow or not follow your instruction or transaction according to the laws and our policies in place.
- 8.11 You shall be responsible for any damages or losses caused by:
- Late or delay in reporting to the bank of the disagreement or error in data booking of the account report as mention in point 12.1 bellow.
 - Careless or fraud such as using User ID or password inaccuracy with security condition...etc.
 - Late in reporting to the bank that transaction does not allow.

9. AMENDMENT OR CANCELLATION

- 9.1 To amend or cancel ACLEDA Internet Banking, you are required to inform the bank in writing noticed via e-mail or complete the amendment or cancellation form at the bank office.
- 9.2 The bank reserves the right to accept or not accept the amendment or cancellation form, if your debt or conflict has not been solved or for any other specific reason. However, you shall settle all payments or expenses before cancelling the ACLEDA Internet Banking.
- 9.3 On the other hand, your ACLEDA Internet Banking will be blocked without prior notice if your linking account has been closed or for any other reason affecting the benefit and image of the bank.

10. INDEMNITY

You unconditionally agree to indemnify and compensate the bank against all claims, demands, actions, liabilities, costs, loss or expense of whatever nature which the bank may incur as a result of ACLEDA Internet operations and any breach by you of this agreement. This includes any failure by you ensure that steps are taken to prevent unauthorized transaction or fraud.

11. DISPUTE AND LEGAL ACTIONS

- 11.1 All issues related to the account balance linked with ACLEDA Internet, you are required to notify the bank in 60 days after the transaction date. In case you are late to inform, the bank reserves the rights not to solve your issue.
- 11.2 For any issues related to overseas bank, the bank reserves the rights to solve the issues in compliance with inter-bank regulations, and take time up to 60 days after the transaction date.
- 11.3 The general terms and conditions are constructed and governed by the applicable law of the Kingdom of Cambodia. In the event a dispute arises in connection with this agreement, the parties shall be settled by friendly negotiation. If the settlement should not be reached, the case shall be submitted to the competent court in Kingdom of Cambodia. All charges involving in the dispute settlement are imposed to agreement breaking party.

12. DISCLOSURE

- 12.1 The Bank reserves the right to disclose the information concerning with your account in cases below:
- There is requirement from the competence authorities e.g. National Bank of Cambodia etc.
 - Audit purpose, and
 - Other cases with the approval from you and in accordance with the Law of Kingdom of Cambodia.
- 12.2 The bank reserves the rights to use the information in the enrolment form and for research purpose including customer report, any market promotions made by the bank or subsidiary companies.

13. PRIVACY NOTICE

- 13.1 We may collect and store any information provided by you such as Mobile Number, Last Name, First Name, Gender, Date of Birth, ID Number, ID expire date, Address, Location (Latitude, Longitude) e-mail and any other information in order to register to use ACLEDA Internet Banking.
- 13.2 We will use your personal information for any of the following purposes:

- When your registration is approved
- When required by law or regulations
- Enable you to log-in ACLEDA Internet
- Enable Location service
- Deliver our services available on our ACLEDA Internet
- Administer and process your transactions
- Internal recording
- Improve our products and services

13.3 We will share your personal information with third party or service provider we have engaged with to administer and process any payments transactions.

13.4 We store your personal information with reference of our data retention policy. We may still store your information for a longer duration where we need the information to comply with regulatory or legal frameworks or for our legal obligations. When your information is no longer need as stated in the retention period or reason above, we will securely destroy, delete, or anonymize it promptly.

13.5 We are committed to ensure that your personal information is in a high security manner.

14. SERVICE HOURS

14.1 Business hours are from 7:30 AM to 16:30 PM and 5 days in a week, from Monday to Friday except weekend and public holidays.

14.2 Straight through Process (STP): serves customers 24 hours per day and 7 days per week, except the closed system to fix by the schedule, in case the system is error or not work accidentally.

14.3 Non-Straight through Process (NSTP): serves customers 24 hours per day and 7 days per week, but the bank will check and authorize every working day from 7:30 AM to 16:00 PM. For local fund transfer from ACLEDA to other banks in Cambodia, the bank will check and authorize on working day from 7:30 AM to 14:30 PM and overseas fund transfer via SWIFT the bank will check and authorize on working day from 7:30 AM to 15:30 PM as following:

- The transactions and fees charge for transferring money in a different currency from debited account, the bank will use the exchange rate at the time of your latest submit the request as a basis for calculation.
- If your request that occurred or done after the time limited above, the bank will review the next working day to approve or reject.
- If your transfer information is incorrect and/or not enough, the transfer purpose is unclear, there is no document support (If the bank requires it), or your account is insufficient balance, etc., which the bank can't process your transfer, the bank has the right to reject your request then you shall re-submit a new request or the bank will contact you to provide the correct information and/or document transfer.

14.4 Service hours at Call Centre are 24/7. Therefore, in case of any issues or questions, should you call +855 (0)23 994 444 +855(0)15 999 233 or e-mail: inquiry@acledabank.com.kh

15. OTHERS CONDITIONS

15.1 In the event that any of the conditions set forth above is not in accordance with the laws of the Kingdom of Cambodia, it shall be abrogate but does not affect the validity of the other applicable conditions.

15.2 This Terms and Conditions is provided by any possible electronic means to confirm yours properly applying the use of ACLEDA Internet Banking service. In the case of Khmer version has a different meaning to the English version, the terms of the Khmer version shall prevail.

I/We have read, understood and agreed to all the meanings as set forth in the terms and conditions above.