

## 1. About General Terms and Conditions

- a. By opening an account at the Chip Mong Commercial Bank Plc., herein after referred to as “the Bank”, you agree to provisions in this General Terms and Conditions. This document becomes part of the agreement between you and the Bank when the Bank provides you with business and/or personal products and services.
- b. In addition to these terms and conditions, your agreement with the Bank comprises specific terms and conditions, relevant laws, or provisions agreed to in writing by you. Should there be inconsistency between these Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail.

## 2. Definition and Interpretation

- a. In these Terms and Conditions, except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

Account	An agreement between Bank and applicant, whereby the Bank agrees to hold the asset on behalf of the applicant. The applicant, later becomes an “account holder”, may decide on what to do with those assets depending upon the nature of the account.
AML	Anti-money laundering, legal controls defined by National Bank of Cambodia (NBC) on financial institution to prevent, detect, and report money laundering activities.
Applicant	Individual or entity who applies for account opening at the Bank.
ATM	Automated Teller Machine
Available balance	Available balance in your account which <ul style="list-style-type: none"> <li>- is immediately available and freely transferable funds</li> <li>- excludes pending funds, funds to be cleared or debited, or transaction which have not been processed.</li> </ul>
CFT	Combating the Financing of Terrorism (CFT) involves investigating, analyzing, deterring and preventing sources of funding for activities intended to achieve political, religious or ideological goals through violence and the threat of violence against civilians.
Business day	Weekday excluding weekend and public holiday.
Force Majeure	Unforeseeable events which prevent the Bank from fulfilling these terms and conditions.
Maturity date	Date on which your investment matures per agreed contract, and you can access the funds you initially invested as well as any interest that has been paid into the account.
OTP	One-time password which is used for authentication of account access or account transaction.
Personal information	Information including but not limited to name, address, email, and contact number.
Primary account holder	Individual who has full access to and can manage the account. As primary account holder, the person can add secondary account holder(s).
Secondary account holder	Secondary account holder is the co-owner of the account and may be jointly liable and accountable for the account per agreement with the primary account holder.

Specimen signature	A record of name(s) and signature(s) of the account holder(s) communicated to the Bank when applying for account opening.
Specific Terms and Conditions	A separate terms and conditions between customer and the Bank that applied for specific products and services such as term deposit, check book, internet banking, loan etc.
Term Deposit	Deposit account in which funds are deposited for a specific period of term which you agree per the term deposit contract.
You, your	Account applicant and account holder.

### 3. Account Opening Eligibility

- a. To open an account, you shall be at least 18 years old, and you shall provide document(s) requested by the Bank for identity verification.
- b. The Bank is entitled to accept or refuse your application. In case of refusal, the Bank is not obliged to provide you any reason for its decision. In case of acceptance, the Bank agrees to make available in its books an account to the applicant for an indefinite period, producing all recognized legal effects and identifying all transactions of the account.

### 4. Account Holder(s)

- a. Account holder(s) shall be responsible for transaction, legal effect, and security of the account. Each secondary account holder has the rights to withdraw from the joint account with acknowledgement from primary account holder. To proceed the account transaction, the Bank shall carry out the procedures for monitoring specimen signature. However, the Bank cannot be held liable for incident caused by defective authorization, incorrect instruction, fraud or embezzlement etc.
- b. In the case of death of one of the co-holders, responsibility extends both to the heirs of the deceased and to other co-holders for repayment of the balance due on the date of the death, and other ongoing transactions. The death of one of the co-holders DOES NOT freeze the account or interrupt the functioning of the current account, and other signatures remain valid.

### 5. Authorized Signatory(ies)

- a. Authorized signatory(ies) refers to person(s), assigned by account holder(s), to have access to and operate the account.
- b. A mandate tells how you want the account to be operated. Mandate can be “joint”, “both” or “all” (or in some cases “any two”) or any other form(s) authorized by the account holder. To change account mandate, the account holder(s) shall inform the bank. The Bank cannot allow transactions or other activity without the consent of other account holders.
- c. To add or remove signatory(ies), the account holder(s) shall inform the Bank. The Bank, however, cannot allow any changes without the consent of other account holder(s).

### 6. Interest, Fees, and Charges

- a. The Bank may provide interests and impose fees and charges for certain products and services provided to you. The rate may vary from time to time. By subscribing to Bank’s product and services, you acknowledge having been informed and accept without restriction to the rate defined by the Bank. The Bank will inform customer 30 days prior to the effect of the amendment.
- b. You agree that the Bank debit from your account for these fees and charges whenever they become payable. Any other applicable government fees and charges shall be debited by the Bank from your account.

### 7. Standing Instruction

- a. Where the directions you gave to the Bank in relation to an automatic payment are for the purpose of business, the Bank accepts those directions without any responsibilities or liability for any refusal or omission to make all or any of the automatic payment, for late payment, or for any omission to follow such direction.
- b. The Bank will use reasonable care and skills to give effect to the directions you give to it in relation to an automatic payment. The Bank relies on the accuracy of the automatic payment information you give and is not required to check its accuracy. You should advise the Bank immediately for any information about automatic payment shown on your bank statement, which is incorrect.
- c. An automatic payment authority is subject to any arrangement now or hereafter subsisting between you and the Bank in relation to your account.
- d. The Bank may make automatic payment in any order it wishes. The payment will be subject to clearance against available funds and maybe honored, failed or reversed, if funds are not available.
- e. The automatic payment will remain in force until: i) terminated by the Bank or the payee, ii) you instruct the Bank to cancel it, iii) when there is a permanent absence of customer, or iv) in the event of death or bankruptcy, until the Bank is notified of your death or bankruptcy.
- f. The Bank will not be involved in any dispute between you and any person arising out of automatic payment.
- g. Any request to make an automatic payment that does not use a standard form of the Bank will be deemed to include the term set out in the Bank's standard form. If there is any inconsistency between the two forms, the terms of the Bank's standard form shall prevail.

## 8. Checkbook Service

- a. Check book issuance
  - The issuance of a check book is subject to the availability of this means of payment for the account that you have opened and the prior agreement of the Bank. The Bank reserves the right to refuse issuing check book without obligation to provide reason for its decision. You or authorized person can pick up the check book from the Bank within 60days after availability. The Bank reserves the right to void any check book not collected without notification.
  - You shall take necessary precautions for the security and use of check book.
  - Prior to issue any check, you shall ensure that there is sufficient fund in the account. Charges shall be imposed if a check is returned for technical reasons or insufficient fund, and the Bank shall not be responsible for any damages arising from this refusal.
- b. Cancellation or stopping check

If you wish to cancel or stop check, you shall advise the Bank as soon as possible via call center. You are required to provide details of the check including the reason for stop and/or cancellation. Similarly, if your check book was stolen or lost, you will need to inform the Bank as soon as possible of your wish to stop the remaining check. The Bank shall not bear any responsibility for any consequences. The Bank will require the number of check stolen or lost and serial number of the remaining check. Charges shall be imposed for cancelling or stopping check.
- c. Crossed Check or Account Payee Only check

The check cannot be cashed out when:

  - you cross a check with double line at the front of the check
  - you cross a check and write "non transferable" or "Account Payee Only" on the check.

This means the check can not be transferred or endorsed to someone else and it can only be paid to a bank account in the same name of whoever of the check is made out to.

d. Altering a check

If you need to alter the check, the authorized signatory (ies) must sign in full if the amount has increased or decreased, the date, and/or payee's name being altered. If the alteration has not been signed, it could result in your check being returned.

e. Presentment and payment

A check is payable at sight. Any contrary stipulation shall be disregarded. A check presented for payment before the date of issue is payable on the day of presentment.

f. Dishonored check

The check can be dishonored or bounded when the Payer does not have sufficient fund in his/her account to pay for the check.

You shall be responsible for any consequences arising from dishonored check.

g. Returned check

The check can be returned if:

- The check was incorrectly completed (wrong spellings, wrong date, or no/unverifiable specimen signature or
- The check has been stopped.
- The check has been expired.

h. Sum Payable

- Where the sum payable by check is expressed in words and also figures and there is any discrepancy, the sum denoted by the words is the amount payable.
- Where the sum payable by check is expressed more than once in words or more than once in figures, and there is any discrepancy, the smaller sum is the sum payable.

i. Charges

Fee charge is applied for:

- Checkbook issuance
- Stopping check
- Returned check
- Dishonored check

The rate of fee and charge shall be defined by the Bank and you agree that it is debited from your account(s) when it becomes payable.

j. Check confirmation

The Bank will provide reasonable care to contact the account holder or signatories of the account to confirm account holder's awareness of the check being presented before drawing the funds. The check with limit of at least 10,000USD or equivalent shall be confirmed when presented for payment. At its sole discretion, the Bank may revise the limit from time to time base on the reasonable wishes to secure customer's account being held with the Bank as part of its value provided to customer. The Bank will hold no liability to cash check without prior confirmation from the account holder.

- k. You, as Payer, hereby authorize the Bank to input dishonored check information, and disclose it to third parties for the purpose established under the Prakas on Credit Reporting. You understand that the Bank and Credit Bureau Cambodia, having registered office at Vattanac Capital, Level 9, No. 66, Preah Monivong Blvd, Wat Phnom, Daun Penh, Phnom Penh, Cambodia will be responsible for the collection, processing, and dissemination of the data. You are entitled to access to your information and complain to obtain the correction or deletion of such data when there is an adequate reason in line with the procedures established under the Prakas on Credit Reporting and code of conduct.

### 9. Deposit

- a. The account may be subject to a minimum opening balance. Please refer to the relevant Product Schedule for information regarding minimum opening balance applicable to your Account. The Bank may impose restrictions on the minimum and maximum amounts that we accept as deposits.
- b. Deposit, in cash or check or any other form, made at other bank, may be treated on a “for collection” basis.
- c. The Bank may reverse payment to your account if the Bank has made an error.
- d. Any check, electronic deposits, or other document which are lodged for deposit to your account(s) are, unless otherwise agreed by the Bank, received on a “for collection” basis only. This means that the deposit is being cleared for payment. You cannot withdraw against the amount until it has been cleared. The clearing process usually takes two (2) working days, but may, in some instances, take up to five (5) working days. If, for any reason, the Bank could not clear all or a portion of the deposit from the paying bank, some or all of items that make up that deposit may be dishonored. Your account will be debited by the amount of the dishonored transactions.
- e. The Bank reserves the rights not to accept deposits in foreign currency. Deposits of bulk packages may be made only in USD and KHR. Every business day at designated hour, the Bank may verify and accept the deposited amount for verification. The Bank’s verification and count shall be final and conclusive. You will receive a notification when the deposited fund is credited into your account.

### 10. Withdrawal

- a. The Bank may set restrictions on the amount and how withdrawal can be made from an Account. For better customer service, if you wish to withdraw a large amount, you shall notify the Bank at least one (1) working day before withdrawal.
- b. For term deposit account, withdrawal of all or part of your funds before maturity date will reduce the interest of the principal.

### 11. Automated Teller Machine (ATM)

- a. The maximum amount of money you can withdraw from an ATM, depending on the type of your account, can be from USD1,000 or above (24-hours period, from midnight to midnight Cambodian time). The Bank reserves the right to modify or alter the daily limits for ATM. You will be advised when changes have been made.
- b. If you make a transaction through an ATM before midnight, that transaction may be processed on that day, or on the following business day.

### 12. Suspension and Closure of the Account

- a. You may request to the Bank if you want your account to be closed. However, the account closure fee may be imposed.

- b. An account may be closed at the initiative of the Bank with a written notice of 30-days prior to the closure. The notice period will start from the date of delivery to you at the last updated address or email or any other means held by the Bank.
- c. The Bank, at its sole discretion and without prior notice, is entitled to suspend or close all the account(s) under your name upon the occurrences of the following circumstances:
  - The Bank is notified that you have filed for bankruptcy and/or a petition for winding up or for bankruptcy has been presented against you; or any one of your directors are adjudicated as bankrupt ("the Insolvency matters");
  - The Bank, the Police, the court, National Bank of Cambodia, or other regulatory authorities conducting any investigation on any illegal transactions carried out through the banking accounts;
  - Your use of an account for transactions that would constitute a financial crime, money laundering, or terrorist financing;
  - Communication by you of an incorrect information, or failure to notify the Bank of any change of information within one month from the date when the change has been made;
  - Use of account for illegal purpose.
  - Your account is inactive for 12 (Twelve) months as dormant status.
- d. The Bank at any time, without notice, applies the whole or any part of any credit balance on any of your account in any currency towards payment indebted by you to the Bank. The Bank shall not be liable to any loss resulting from the suspension and closure of your account.

### 13. Foreign Exchange

The rate of exchange offered by the Bank for any transaction is influenced by factors such as channel used, transaction currency and amount, date and time the transaction is initiated and prevailing market conditions. By accepting a quote from the Bank, you agree to purchase or sell the foreign currency at the rate quoted by the Bank, and will be settled for the specified date.

### 14. Joint Account

- a. "Joint Account" is an account opened in the name of more than one person subject to specific term and condition of the account itself. All account holders are jointly liable for all liabilities incurred on the joint account.
- b. When you open a joint account, the following apply:
  - All account holders have the rights to all of the available funds in the account. If the account has a debit balance, all account holders shall be liable to repay the entire debit balance; and any other amount payable under the Terms and Conditions;
  - Instructions is given according to the mandate you communicated for Bank's record;
  - If one of the account holders dies or ceases to exist, that person's ownership interest passes automatically to the remaining account holder(s)
  - The Bank will send document(s) and notices through electronic mail to the assigned person and will be considered as having been given to all of you.

### 15. Customer's Instruction

- a. Instruction shall be given in written form and/or orally. Once the instruction is received by the Bank, the Bank is authorized to carry out the instruction, and shall not be liable for any incidents, loss, and/or damage caused by carrying out the instruction.

- b. You cannot cancel, withdraw, or amend the instructions once received by the Bank unless the Bank in its discretion agrees otherwise.

If there is any ambiguity or inconsistency or conflict in the instructions, the Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction.

## 16. Disclosure of Personal Information

- a. Your personal information will be strictly kept confidential. You can access your personal information and you may request that it be corrected. The bank will make every effort to keep your personal information up to date. To that end, you shall inform the bank about any change in your personal and business details, which include but is not limited to contact address, email address, ID number, contact or ownership structure of your business.
- b. The Bank shall not be liable for any incident, damage, and/or loss arising from your failure to update your personal information.
- c. For the purpose of carrying out the transaction, you agree, understand, and consent that the Bank may disclose your information as following:
- When evaluating your creditworthiness and repayment capacity for any existing credit or new credit applications, your information is included in the databases of Credit Bureau of Cambodia (CBC). Credit information released by CBC will be accessed by other commercial banks, financial institutions operating in the Kingdom of Cambodia for the purpose described;
  - When there is a requirement from competent authorities including but not limited to National Bank of Cambodia, Ministry of Economy and Finance of Cambodia;
  - For tax and audit purposes; and
  - Other cases with the approval in writing from the other Party via email or in writing in accordance with the law of the Kingdom of Cambodia.

## 17. Foreign Account Tax Compliance Act (FATCA)

- a. FATCA is a tax law that compels U.S. citizens at home and abroad to file annual reports on any foreign account holdings. It was endorsed to promote transparency in the global financial services sector.
- b. Under FATCA, the Bank is required to report information on financial account held directly or indirectly by client who is specified as U.S person. In these Terms and Conditions, U.S person refers to:
- A citizen or resident living in the U.S. or U.S citizen living outside the U.S;
  - A person who holds multiple citizenship including U.S citizenship;
  - A person born in the U.S or U.S territory and have not legally surrendered U.S Citizenship;
  - A corporation or partnership created or organized in the United State of America or under the law of the United States or of any states of the United State of America;
- c. If you are considered as U.S person, you consent the Bank to:
- Disclose your personal information to the U.S Internal Revenues Service (IRS), and all the information about your account, and banking/business relationship you have with the Bank, which may be required by domestic and/or foreign tax authorities, including IRS.
  - Withhold from your account and/or the income derived from or through the bank in the amount as required by domestic and/or foreign tax authorities, including the IRS. Pursuant to the law and/or regulations and any agreements between the Bank and such tax authorities;
  - Terminate at its sole discretion the entire banking/business relationship with you or part of such relationship as the bank may deem appropriate if you failed to provide the information

as required to determine whether you are a U.S person or to provide the information required to report to the bank, or if you failed a waiver of a law that prevents reporting.

## 18. Internet Banking and Mobile Banking

### a. Access to internet banking and mobile banking

Subject to availability determined by the Bank:

- Internet banking: you can access through internet subscription connecting to the Bank's website.
- Mobile banking: You can access through mobile device by mobile application, which must be downloaded first and installed on your mobile device.

### b. Password and ID user security

The user must keep Password and User ID secured. Failure to do so may increase the Account Holder's liability for any loss. The Account Holder(s) shall:

- Never disclose Password to any person;
- Never allow any other person to see you entering your Password;
- Commit your Password to memory and not record Password anywhere;
- Never choose a Password that is easily identified, such as your birth date, car registration, telephone number or name;
- Never use the same Password for any other purpose other than with the Bank for Internet Banking; and
- Ensure to log in to the correct URL for the Bank's Internet Banking.

If the Security Codes are exposed or suspected to be exposed to any person, the user shall immediately change the password to protect user's own interest. The Bank shall not be held responsible or liable for any loss or damages you suffered in such circumstances.

### c. Use of Fingerprint Authentication Feature

By using the Fingerprint Authentication feature, you hereby acknowledge and agree to the following specific terms governing this feature.

- All Fingerprint data is stored in the relevant Mobile Device when you set-up fingerprint enabled Mobile Device and no Fingerprint data is stored on the Bank's servers. Once the Fingerprint is recognized by the Mobile Device, the confirmation of authentication will be relayed by the Mobile Device to the Bank's Internet Banking to enable the user to proceed with the relevant transaction.
- Your Mobile Devices that come with the 'Enrolled Fingerprint' feature/function will be able to login to Mobile/Tablet/Computer using just their fingerprint.
- You shall not register any third-party fingerprint as Fingerprint as doing so will enable the third party(s) to have access to Account and perform all functions available within the Bank's Internet Banking. If there is any third party's fingerprint stored on Mobile Device, the user is required and hereby warrant that such third party fingerprint has been deleted from Mobile Device prior to activating Fingerprint Authentication Service.

### d. Cancellation or Suspension of Access

The Bank may cancel or suspend your access if:



- The Bank suspects the Account Holder or Authorised Users of being fraudulent or engaging in inappropriate behaviour.
- The bank believes that use of the Account Holder or Authorised Users' ID or electronic access may cause loss to the Account Holder or to the bank.
- The Account is an Inactive Account.
- The bank believes that the security of the Account Holder or Authorised User's electronic access or the bank's systems and equipment may have been compromised.

## 19. Modification of Terms and Conditions

The Bank always reserves the rights to vary, modify, delete or add to these Terms and Conditions by giving you prior notice. You shall be bound by such variations, modifications, deletions or additions upon the date specified by the Bank in such notice.

## 20. Rights and Obligations of the Bank

- a. The Bank is entitled to:
  - Suspend your transaction when you enter an incorrect confidential code or password in a number of time; and
  - Share your information to competent authorities which are entitled to obtain the information from the Bank such as National Bank of Cambodia (NBC); Credit Bureau Cambodia (CBC), or other credit institutions for which the rights of obtaining this information is required by laws.
- b. The Bank is obliged to:
  - Provide the service to you during the validity of these Terms and Conditions;
  - Maintain necessary applications for the provision of the service;
  - Ensure the settlement of transactions undertaken by you; and
  - Obey other obligations as provided in the bank's policy and law.

## 21. Your Rights and Obligations

- a. As the Bank's customer, you are entitled to:
  - Access your personal data;
  - Request that such data be corrected, updated or deleted in case of incorrect, incomplete or outdated data;
  - Use the provided service without any interruption during the validity of agreement, except in case of force majeure; and
  - Enjoy other rights recognized by the Bank's policy and laws.
- b. You are obliged to:
  - Use the service in accordance with Cambodian legislations;
  - Be liable for any harmful consequences in the event of use which is not in accordance the said legislations;
  - Pay the cost, fee, and charges relating to the products and services;
  - Inform the Bank of any incidents occurring during the use of services;
  - Be liable for the verification of the amount of transactions, the identity of the recipient of transactions undertaken through the Bank using their mobile telephone or the Bank's website;
  - Respect other obligations as required by the Bank's policy and laws.

## 22. Inquiry and Complaint

- a. The Bank always commits to provide you superior service experience. To that end, the Bank has established the timely and responsive mechanisms for inquiry and dissatisfaction of your experience particularly in handling complaint.
- b. You are encouraged to reveal the dissatisfaction of service via verbal or written complaint through the Bank's dedicated channel(s). Additionally, you can expect that the Bank is to respond to the following:
  - *Verbal Complaint* - the Bank would take action and make response within 48 hours (during working day) or if it is unsolved on timely, you will be updated on the progress or be advised to raise an official *written complaint* via *the Bank's email address*.
  - *Written Complaint* - the bank would ensure to solve the complaint in timely manner and with transparency on expectation as well as demand.
- c. You could bring your concerns or questions at following channels, staff, hotline phone number, email, branch network, and/or website.
  - Hotline phone number: 081/066 811 911
  - Email: info@chipmongbank.com
  - Branch network: every business day from 8:00am-4:00pm

## 23. Disclaimer

The Bank will not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the user or any third party by reason as or arising from the following:

- Sensitive personal banking information such as Security Codes or Password by disclosing or allowing such information to be disclosed, verbally or in writing to a third party;
- Failure to provide accurate, complete and timely instructions issued to the Bank or failure to comply with the Bank's instruction;
- Inability to perform any of the transactions due to limits set by the Bank from time to time;
- Any error, alteration, destruction of the instructions, data or information to or from the Bank through the Bank's Internet Banking, on the Internet and mobile electronic device;
- Any errors or losses suffered by the Account Holder if an Authorised User acts outside the Authorised User's assigned Access Level and limits;
- Any intrusion or attack by any person or party on any hardware, software or system used in relation to the Bank's Internet Banking or on the Internet and mobile electronic device, including but not limited to viruses, malware and / or macros or other harmful components or disabling devices;
- In the events of force majeure where the Bank is unable to perform any operations or to provide any of the services due to any reason beyond the Bank's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, or any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider or the Affiliates or any factor beyond the control of the Bank.

## 24. Severability

If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

## 25. Governing Law

This agreement is developed under and shall be governed by the law of the Kingdom of Cambodia.

## 26. Jurisdiction

The Bank and you agree that all disputes relating to the implementation of this agreement will fall under the jurisdiction of a competent court in the Kingdom of Cambodia.