

Mobile/Internet Banking Terms and Conditions

I. Introduction

These terms and conditions apply to the use of the Chip Mong Commercial Bank Plc., known as “CMCB”, Mobile/Internet Banking Services. It is important that the user take time to read these Terms and Conditions before using CMCB Mobile/Internet Banking.

These Terms and Conditions are applicable to all the services from online banking to electronic device applications including but not limited to any other electronic operating system platforms as may be provided by CMCB to its eligible customers.

II. Definitions and Interpretation

Own Account Transfer: refers to a fund transfer made from one CMCB customer’s account to his/her another account.

Internal Transfer: refers to a fund transfer made from one CMCB customer’s account to another CMCB customer’s account.

Multiple Transfers: refers to a fund transfer made from one CMCB customer’s account to one or more Payees at the same time.

Personal Spending & Budgeting: means how the users manage money, including income, expenses and savings. This enables users to take control of money by providing them with a financial overview of holdings with CMCB.

Bulk Payment: means making multiple payments to multiple accounts at once with a bulk file upload through CMCB business internet banking.

E-Statement: allows users to subscribe to receive e-statements via email address. It is convenient for the user to keep track of accounts without logging into banking channel.

Statement: means the details of transaction made/received within selected date range and it can be a mean for further use like income proof.

Account(s): means all bank accounts held with CMCB, which can be linked on CMCB Mobile/Internet Banking, and which the Account Holder has nominated to be linked on CMCB Mobile/Internet Banking.

Inactive Account: means the account without any transaction for a period of time defined by CMCB.

Account Details View: means the screen displays important information pertaining to account (s).

OTP: means One-Time-Password required for confirming Account Registration or authorizing a banking transaction. It is sent to customer’s phone number or email.

Viewer: means a person who can only view the transactions through authorized channels and limits.

Maker: means a person who initiates a banking transaction through authorized channels and limits.

Approver: means a person who can view transactions made by makers and either approve or reject those transactions upon authorized limits.

Bill Payments: refers to bill payments such as PPWSA, EDC and so on.

Payee: means a person to whom the CMCB's customer make payments / transfers frequently or on a regular basis.

Limits: means the amount and duration-based restrictions on the transactions that can be carried out by the users.

Branch/ATM Locator: means the feature that enables the user to find the bank's branches/ATMs at his/her convenience.

Fingerprint: means a type of technology that identifies and authenticates the individual's fingerprint in order to grant or deny access to device or system.

Force Majeure: means any act of nature like fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, 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 CMCB.

Loan Calculator: provides users with two types of loan calculators – Installment Calculator and Eligibility Calculator.

The Installment Calculator: enables users to identify the installment amount payable on a loan of a certain amount for a specific duration. This calculator is beneficial to users as it gives the user an opportunity to identify whether applying for a loan for a specific amount and duration is preferable.

The Loan Eligibility Calculator: enables users to compute the amount of loan that they are eligible for based on monthly income and expenses and also the desired loan tenure and estimated interest rate.

Activate/Deactivate Touch ID: is where users able to activate or deactivate fingerprint for each log in to the application.

My Accounts: is where users able to view all of accounts that are maintained with the bank along with type of account and view each account transaction history. Also, users may see both available and total balance of each account.

Mobile Top-up: is where users are able to perform mobile top-up to phone number through the available mobile providers that are maintained with our bank through pin or pin-less methods.

Withdraw: is where users are able to perform card-less withdrawal from account or card-less for others by inputting the amount of money they wish to withdraw and after initiated they will receive 6 digit code which it will be used to withdraw that amount from the ATM machine.

Transfer: users choose source account and select any maintained favorites available or input account number then key in the amount and click transfer.

My Profile: users are able to view personal details such as registered phone number and email with CMCB. Thus, users may upload profile picture and see total account(s) summary.

Exchange Rate: the foreign exchange calculator provides a comparison between two currencies.

FAQs: a list of questions and answers relating to our mobile application features and functionalities. Thus, others related information about the application and usage of it.

III. Conditions Precedent

The registration and utilisation of CMCB Mobile/Internet Banking is conditional as followings:

- a. The user is an existing customer at CMCB with active CMCB bank account(s).
- b. The user has fulfilled all registration requirements specified by CMCB from time to time in connection with CMCB Mobile/Internet Banking.
- c. The user ensures that the computer and/or personal electronic devices and related software and hardware meet the required specifications and configurations as may be specified by CMCB from time to time.

IV. Authorised User(s) and Responsibility

For Business Internet Banking, the bank administrator may create users in business and subject to the access levels assigned to the authorised user stated in Business Internet Banking Application Form.

V. Registration and Accessibilities

- a. The User will be required to enter user's personal information. Upon acceptance of the correct information, the user will be required to create Username and Password then accept the Terms and Conditions.
- b. One user can only access CMCB Mobile/Internet Banking from one mobile or electronic device.
- c. CMCB Mobile/Internet Banking is available twenty-four (24) hours a day and seven (7) days a week unless CMCB notifies otherwise or for any reason beyond the control of CMCB.
- d. The user can suspend CMCB Mobile/Internet Banking service by sending the request to CMCB through Service Request available in mobile app.

VI. Specific Terms Governing Use of Payment/Transfer Services

1. Payment

- a. The user may use the Bill Payment service to settle outstanding bills or policies with the Payee (s) and the user hereby agrees to abide by the current procedures, requirements and terms of each Payee in respect of settling respective bills or policies.
- b. The user must settle bill or policy in full within the time period stipulated by the Payee. CMCB shall not be liable for any expense, loss or damage suffered by the user as a result of failure to comply with this clause.
- c. The Account will be debited immediately upon payment instructions through the Bill Payment service.
- d. The user shall accept CMCB's record of transactions processed using the Bill Payment service as being conclusive and binding for all purposes whatsoever.
- e. CMCB may from time to time, with prior notice, amend its the scope of the Pay Bill service in whole or in part and CMCB shall not be held liable for any loss, damage or expense which may be suffered by the user or any third party as a result of such action.

2. Transfer

- a. Transfer request shall be irreversible and irrevocable once delivered to CMCB unless otherwise permitted by CMCB. Transfer request for any of the Services received after the respective stipulated cut-off-time will be held over until the next Business Day.
- b. Refund of any remittance will be made only after CMCB receives confirmation of effective cancellation of the remittance.
- c. All costs and expenses incurred in respect of the amendments, reversals, cancellations and/or refund shall be solely borne by the user.
- d. CMCB reserves the absolute rights to reject any transfer request submitted to CMCB in its absolute discretion and without having to disclose its reason(s) for doing so and its decision shall not be questioned on any account whatsoever.
- e. CMCB shall be entitled to impose service fees and other charges for the Services utilized by the user. CMCB reserves the absolute rights to vary such service fees and charges at any time and from time to time by way of notices in CMCB's office or media or account statement or CMCB's website or other methods.
- f. The user shall ensure that all information provided in the transfer request is accurate.
- g. CMCB shall not be held liable to the Customer or any third party for damages, loss of profits or earnings, goodwill or any type of special / exemplary, incidental, direct or consequential loss or damage howsoever that arises.

VII. Specific Terms Governing Use of Fingerprint Authentication Service

By using the Fingerprint Authentication service to login to CMCB Mobile/Internet Banking, the user hereby acknowledges and agrees to the following specific terms governing this service:

- a. All Fingerprint data is stored in the relevant Mobile Device when the user set-up fingerprint enabled Mobile Device and no Fingerprint data is stored on CMCB's servers. Once the Fingerprint is recognized by the Mobile Device, the confirmation of authentication will be relayed by the Mobile Device to the CMCB Mobile/Internet Banking to enable the user to proceed with the relevant transaction.
- b. The users' Mobile Devices that come with the 'Enrolled Fingerprint' feature/function will be able to login to Mobile/Tablet/Computer using just fingerprint.

- c. The user 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 CMCB Mobile/Internet Banking. If there is any third-party 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.

VIII. Cancellation or Suspension of Access

CMCB may cancel or suspend access of the user if:

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

IX. Password and User ID Security

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

- a. Never disclose Password to any person;
- b. Never allow any other person to see you entering your Password;
- c. Commit your Password to memory and not record Password anywhere;
- d. Never choose a Password that is easily identified with you for example birth date, car registration, telephone number or name;
- e. Never use the same Password for any other purpose other than CMCB Mobile/Internet Banking; and
- f. Ensure to log in to the correct URL for the CMCB Mobile/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. CMCB shall not be held responsible or liable for any loss or damages suffered in such circumstances.

X. Liabilities of the Parties

The user shall be responsible and liable, without any limit, for the following:

- a. Any loss or damages suffered and all risk arising, in the event the user does not terminate the CMCB Mobile/Internet Banking in accordance with the relevant procedures set out by CMCB; and
- b. Any loss or damage suffered by CMCB as a result of the user's breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by CMCB.

CMCB will not be responsible or held liable for any loss, damage or embarrassment incurred or suffered by the user or any third party by reason or arising from:

- a. 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;
- b. Failure to provide accurate, complete and timely instructions issued to CMCB or failure to comply with;
- c. Inability to perform any of the transactions due to limits set by CMCB from time to time;
- d. Any error, alteration, destruction of the instructions, data or information to or from CMCB through the CMCB Mobile/Internet Banking, on the Internet and mobile electronic device;
- e. Any intrusion or attack by any person or party on any hardware, software or system used in relation to the CMCB Mobile/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; and
- f. In the events of force majeure that CMCB is unable to perform any operations or to provide any of the Services due to any reason beyond CMCB'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 CMCB.

CMCB will be liable for actual losses that:

- a. Are caused by the fraudulent or negligent conduct of The Bank's employees or agents; or
- b. Result from the same transaction being incorrectly debited more than once to the same account

XI. Enquiries or Dispute Resolution

- a. The Bank always commits to provide the user superior service experience. To that end, the Bank has established the timely and responsive mechanisms for inquiry and dissatisfaction of user's experience particularly in handling complaint.
- b. The users are encouraged to reveal the dissatisfaction of service via verbal or written complaint through the Bank's dedicated channel(s). Additionally, user 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, the user 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. The user could bring up the concerns or questions at following channels, staff, hotline phone number, email, branch network, and/or website.
 - Hotline phone number: +855 (0) 81 811 911
 - Email: info@chipmongbank.com
 - Branch network (business hours)
 - Website: www.chipmongbank.com

In the event that the user wishes to report an unauthorised transaction effected on an Account, the user is required to provide CMCB with the necessary information in relation to the disputed transaction in order for CMCB in timely manner to investigate the matter further.

XII. Government Taxes and/or statutory/ regulatory imposed charges

In the event the user is required by law to make any deduction or withholding from the fee and/or all other monies payable to CMCB in relation to CMCB Mobile/Internet Banking in respect of any Tax or otherwise, the sum payable by the user in respect of which the deduction or withholding is required shall be increased so that the net fee and/or the net amount of monies received by CMCB is equal to that which CMCB would otherwise have received had no deduction or withholding been required or made.

XIII. Variation of these Terms and Conditions

CMCB has sole discretion to change, amend and / or supplement to these Terms and Conditions at any time by informing the user in any manner as the following:

- a. By online broadcasting when the user logs into his/her online banking;
- b. By electronic mail to the last known registered e-mail address and such notices shall be deemed to be received after 24 hours from transmission;
- c. By displaying the notices at CMCB's branch premises or CMCB's website and such notices shall be deemed effective upon such display.

The user hereby agrees to be bound by such change, amendment and / or supplement made by CMCB from time to time.

XIV. Confidential Information

- a. CMCB and the user must keep confidential all information of or relating to each other, parent companies and related entities or business affairs, which becomes available to, or accessible by them or personnel, but excluding information which is or becomes readily available in the public domain without breach of any obligation of confidence, or is required to be disclosed pursuant to any law or legal process;
- b. For the purpose of carrying out the transaction, CMCB reserves the right to disclose the information concerning the other Party's information in cases as mentioned below:
 - i. Other financial institutions granting or intending to grant any credit facilities, the Credit Bureau Cambodia (CBC) or any other credit information center established by National Bank of Cambodia, any other relevant authority as may be authorized by law to obtain such information or such authorities / agencies established by National Bank of Cambodia;
 - ii. Any current or future corporation which may be associated or related with CMCB, including but not limited to branches, representative and transaction offices and respective representatives;

- iii. Security parties or any party intending to provide security in respect of any of the user's credit facilities with CMCB;
- iv. CMCB's auditors, solicitors and / or other agents in connection with the recovery of moneys due and payable hereunder; and
- v. CMCB's holding companies, Affiliates, professional advisers, service providers, nominees, agents, contractors, trustee, custodians, securities depositories, registrars, insurance companies or third-party service providers who are involved in the provision of products and services to or by CMCB and its related or associated companies.

The Parties authorize these people or entities to have access to information to the extent permitted above.

XV. Disclaimer

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

- a. 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;
- b. Failure to provide accurate, complete and timely instructions issued to CMCB or failure to comply with such instructions;
- c. Inability to perform any of the transactions due to limits set by CMCB from time to time;
- d. Any error, alteration, destruction of the Instructions, data or information to or from CMCB through the CMCB Mobile/Internet Banking, on the Internet and mobile electronic device;
- e. Any errors or losses suffered by the Account Holder if an Authorised User acts outside the Authorised User's assigned Access Level and limits within CMCB Mobile/Internet Banking;
- f. Any intrusion or attack by any person or party on any hardware, software or system used in relation to the CMCB Mobile/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; and
- g. In the events of force majeure where CMCB is unable to perform any operations or to provide any of the Services due to any reason beyond CMCB'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 CMCB.

XVI. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia. The user hereby agrees to submit any disputes arising out of or in relation to these Terms and Conditions to the courts of Cambodia or the courts of such other

jurisdiction as CMCB may at its sole discretion elect to submit and the service of any legal process may be affected by any manner permitted by law.

XVII. Amendments

CMCB always reserves the right to vary, modify, delete or add to these Terms and Conditions by giving the user prior notice and he/she shall be bound by such variations, modifications, deletions or additions upon the date specified by CMCB in such notice. In the event that the user does not agree to such variation, modification, deletion or addition to these Terms and Conditions, the user may terminate the use of CMCB Mobile/Internet Banking. The continued access and/or use of the relevant Service available in CMCB Mobile/Internet Banking to which such variation, modification, deletion or addition relates shall be deemed as agreement and binding acceptance of the same by the user.