

## ONLINE ACCOUNT TERMS AND CONDITIONS

### 1. INTRODUCTION

These Terms and Conditions is legal agreement made between Chip Mong Commercial Bank Plc., known as “CMCB” and customer of the Bank (“You”) using saving account via CMCB Mobile Banking (herein after called as “Online Account”).

If You have any doubt regarding the aspect of these Terms and Conditions or any overall of online account subscription, You are welcomed to contact CMCB via call center hotlines at 081811911 in 24/7 or visit the nearby branch during working hour.

You are required to click the word “I Agree” before completing registration for online account. By the click on “I Agree”, you are hereby officially accepted to create the online account with CMCB.

### 2. DEFINITION

**2.1 Online account** : means the type of saving account to be opened via CMCB mobile banking or CMCB Internet Banking and with the limited transaction per CMCB’s discretion.

**2.2 Customer ID** : means the customer information file’s numbers generated by CMCB’s banking system once online account created successfully.

**2.3 Password** : means the security words and/or numeric set by you at the time of creating an online account.

**2.4 CMCB mobile banking** : means mobile banking application of CMCB called by **Bank ! Bank!** .

**2.5 “You” or “Your”**: means account holder verified by CMCB .

### 3. AVAILABLE SERVICES UNDER ONLINE ACCOUNT

**3.1** Having successfully registered the online account with CHIPMONG, You can perform the banking services under **CMCB Mobile** including fund transfer, payment and other available services.

### 4. ELIGIBILITY

To be eligible for registration, you shall meet the following criteria

- Be individual up to age of eighteen (18 years old)
- Process with IOS or android smart phone (device version shall be compatible).

### 5. FEE AND CHARGES

CMCB reserve the rights to debit your account with any fee and charge applicable for the transaction done over online account and account maintenance fee. These fees and charges shall be set and amended from time to time via CMCB’s notification channel.

### 6. ACCEPTANCE AND USE ONLINE ACCOUNT

**6.1** You are required to create your password for this online account in accordance with the requirement of CMCB and shall take all precautions to ensure that the password is not disclosed to anyone.

In the event of your Username or Password has been lost or disclosed, you shall immediately report to CMCB via our call center.

**6.2** You agree that the online account is provided exclusively for your benefit; therefore, you acknowledge that CMCB shall not be held liable in any manner or form, including but not limited to any of the following:

\* if you are unable to access and/or utilize mobile app due to any reason beyond CMCB’s control, including but not limited to any technical error, communication error or network malfunction.

\* for any loss or damage that may arise or be incurred directly or indirectly by reason CHIPMONG carrying out the verified user's transactions or instructions or from to any malfunction or failure of **CMCB** app.

\* A whole or any partial, incomplete, late or failed transfer, remittance to any beneficiary due to any reason beyond **CMCB**'s control.

**6.3** You acknowledge that any material and/or data download or otherwise obtained through the use of **CMCB** App may be subject at your own risk, and **CMCB** assumes no responsibility for the timeless, deletion, mistaken delivery or failure or damages to you or your computer system or loss of data that result from the download or the obtaining of such material and/or data.

**6.4** You agree to be bound to Terms and Conditions and other relevant terms and conditions of **CMCB** , in which may be modified from time to time by **CMCB**'s discretion with the prior notification.

**6.5** You shall be responsible for the disclosed information and documents in the event they are unlawful and not genuine.

## **7. CMCB'S DISCRETION**

**7.1 CMCB** reserves the rights to limit or cancel your electronic access and transaction without prior notice and without liability if CHIPMONG:

\* suspects that the use of your online access, username or password may loss to you or to CHIPMONG.

\* suspects that the disclosed documents are invalid/fake after your online account performed.

\* **CMCB**'s system or equipment malfunctions or are otherwise unavailable for use.

\* **CMCB** found that the security of your electronic access or CHIPMONG's system and equipment may have been compromised.

\* Any reason which CHIPMONG is required to do so by law.

**7.2 CMCB** shall be entitled to share your information in association with your personal data or transaction to **CMCB**'s business partners, auditor, legal advisor and any persons allowed by laws.

## **8. VALIDITY**

**8.1** The online account shall be valid from date to date of registration until any account closure made by you or **CMCB**.

**8.2** An online account is consider dormant if there is no activity for over 365 day (1 year ) , in this case , the term determined by **CMCB** and relevant regulations shall be applied.

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

**8.4 CMCB** shall be allowed to terminate the relation with you by closing the account in respect to **CMCB**'s policy and regulation without prior notice.

## **9.GOVERNING LAW AND DISPUTE RESOLUTION**

The term and conditions here in are governed by an interpreted in accordance with laws of kingdom of Cambodia, and any dispute incurred shall be exclusive under the jurisdiction of the courts of Cambodia.

\* 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.
- b.** 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](mailto:info@chipmongbank.com)
  - Branch network (business hours)
  - Website: [www.chipmongbank.com](http://www.chipmongbank.com)