

TERMS AND CONDITIONS GOVERNING DIGITAL BANKING SERVICES

These terms and conditions governing digital banking services ("**Digital Banking Terms and Conditions**") provided by PRINCE BANK PLC. ("**Bank**") shall be read in conjunction with the General Terms and Conditions governing Account(s), Services and Products, as applicable ("**GTC**"). The Digital Banking Terms and Conditions shall be read and understood before using any of the services provided under Digital Banking Services. This is a legally binding contract between the Customer/Authorized User and the Bank establishing the terms and conditions under which the Digital Banking Services may be used. First use/transaction/enquiry under the Digital Banking Services implies that the Customer/Authorised User has fully read, understood and accepted the Digital Banking Terms and Conditions. If any particular business relationship between the Customer/Authorized User and the Bank is governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over the Digital Banking Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) conflict with the Digital Banking Terms and Conditions. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the GTC. This is a legally binding contract between the Customer/Authorised User and the Bank.

DEFINITIONS:

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

Account Balance means amount of funds available in the Account(s) based on the most recently available information to Digital Banking Services at that time. The Account(s) balance may not include all transactions that have occurred prior to the time of enquiry and may not always represent the amount of funds that are actually available for withdrawal at that time (e.g. some funds may not yet be cleared).

Available Funds the ledger balance plus the overdraft less all the reserve demands of the Account(s).

Application means an physical or electronic application duly signed by the Customer requesting for the Service(s) under the Digital Banking Services by providing details of Customer/Authorised User.

Authentication Credentials mean Username, Password, Personal Identification Number (PIN), Verification Code, One Time Password (OTP), and any other code of the like nature (regardless of what it is called) used to authenticate the Customer/Authorized User when the Customer/Authorized User logs in, logs out, initiates, authorizes any Transaction or Transfer, or any other transactions via Digital Banking Services.

Authorised User means, in relation to the Account(s), any other Account(s) Holder other than the primary Account(s) Holder (as applicable) in the Application and approved by the Bank at its sole discretion.

Bank means PRINCE BANK PLC. and includes the Head Office or any other branches of the Bank including its successors and assigns.

Credit Information means any information regarding the Customer's/Authorized User's personal and financial situation, defaults in payments and any other matter related to the Account(s) or any Service(s) or products made available to the Customer/Authorized User by the Bank.

Customer means an individual who is legal person, both Cambodian or foreign national legally residing in Cambodia aged from 18 years old and has maintained Account(s) with the Bank and duly registered for the Digital Banking Services

Digital Banking Services means any or all the digital banking functions and Service(s) provided by the Bank to the Customer/Authorised User from time to time through the Bank's Mobile App and website, including Digital Banking Services as applicable and instructed by the Bank to the Customer/Authorized User from time to time.

Disclaimer means the Bank's Disclaimer, a copy of which is available on the Website or Mobile App.

Financial Transaction(s) means a Financial Transaction using the Digital Banking Services as provided by the Bank causing movement of funds in the Customer's/Authorized User's Account(s) which involves prior Bank approval and includes all transactions which involve the deposit, transfer or withdrawal of funds from the Account(s), or any other transaction determined to be a Financial Transaction by the Bank at its sole discretion from time to time.

Funds Transfer means the movement of funds from the Customer's/Authorized User's Account(s) to its other Account(s) or to a third party account maintained with the Bank.

Instructions mean any request or the electronic instructions to the Bank initiated remotely by Customer/Authorised User and electronically transmitted via Digital Banking Services.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), trade-marks, service marks, designs and circuit layouts, whether or not now existing, and whether or not registered or registrable, and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Limit means the daily limits as set out for usage of the Digital Banking Services for payments and transfer of funds from the Customer's/Authorized User's Account(s), subject to availability of funds in the Account(s).

Mobile App. means a software application downloaded and installed on Customer/Authorised User's smartphone device or other electronic devices in order to access Digital Banking Services.

Mobile Notification means the alert messages sent by the Bank through SMS to the Customer/Authorised User's Mobile Number as provided by the Customer/Authorized User in the Application to the Bank, in writing from time to time.

Mobile Device/Phone means a mobile phone/ device that communicates with the Bank via SMS and includes the handset and the SIM card along with the accessories and necessary software, which is owned or operated by Customer/Authorised User.

Mobile Number means the number of the Customer/Authorised User specified in the Application for the Digital Banking Services and, for the avoidance of doubt, includes any Primary Mobile Number and Additional Mobile Number as defined in the Application.

Month means a calendar month.

Non-Financial Transactions means all transactions, which do not involve any prior Bank financial approval such as Account(s) enquiry, initiation of requests for statement download etc. It means usage of any function or services provided by the Bank under the Digital Banking Services, relating to the Customer's/Authorized User's Account(s) and/or other business activities with the Bank, which do not create any financial impact on the Customer's/Authorized User's Account(s).

Password means personal identification numbers (minimum of 4 and maximum of 16 characters with at least 1 alphabet, and 1 number) selected by the Customer/ Authorised User during the online registration process and/or issued by the Bank (which the Customer/Authorized User must change at the first login) when registration is completed through Application, which allows an Authorised User to access the Digital Banking Services.

Personal Information means any information about the Customer/Authorised User provided in the Application and obtained by the Bank in relation to usage of the Digital Banking Services.

Personal Identification Number (PIN) means a 6 to 10 digits numeric password used by the Customer/Authorised User to authenticate on the Digital Banking Services platform provided for setting up Username and Password.

Registration means the enrolment to avail the various Service(s) under the Digital Banking Services provided by the Bank. This may be done by duly completing the Application and submitting the same to the Bank or by entering the Account(s) number, Card number, Verification Codes, One Time Password (OTP) and/or PIN for creating Username and Password to access Digital Banking Services.

Service(s) means any service provided under the Digital Banking offered by the Bank, as amended from time to time.

Statement of Account means the Bank's periodic statement sent to the Customer/ Authorized User, showing particulars of the Transactions conducted under the Account(s) during a certain period, including debits with regards to various payments and transfers including the transactions by using Digital Banking Services.

SMS means short message service.

Software means the application to be downloaded and installed on the Customer's/Authorised User's Mobile Device /Phone in order to access the Digital Banking Services.

Transaction means a financial transaction or non-financial transaction relating to an Account(s), which is completed by the Bank for the Customer/Authorized User following Instructions from Customer/Authorised User available through the Digital Banking Services.

Transfers mean fund transfers between the Customer's/Authorized User's Account(s) in the Bank.

Username means the valid alphabetical, numerical or combination of both identification code, as set by the Customer/Authorised User during Digital Banking Services online registration or Application, from which the Bank identifies the Customer/Authorised User accessing Digital Banking Services.

Verification Code means a onetime password of 6 to 10 digits code sent to a Customer's or Authorised User's Mobile Number from the Bank.

Website means the Bank's official website <http://www.princebank.com.kh/> providing access to the Internet Banking Services.

INTERPRETATIONS:

- a) References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of the Digital Banking Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of the Digital Banking Terms and Conditions.
- b) The headings in the Digital Banking Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of the Digital Banking Terms and Conditions.

- c) Except where the context otherwise requires words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.
- d) Any reference to a person includes any individual, company, corporation or other legal entity, whatsoever.

1. REGISTRATION ELIGIBILITY AND USAGE OF DIGITAL BANKING SERVICES

- a) Digital Banking Services will be available for mobile and data connections, which meet the required specifications, and configurations as may be specified by the Bank from time to time. The Customer/Authorised User agrees to procure and maintain a mobile and data connection, which meet these requirements at the Customer's/Authorised User's own expense.
- b) The Customer/Authorised User must follow all relevant guidance whenever accesses or operates the Digital Banking Services.
- c) Use of the Digital Banking Services is permitted only upon the Bank allowing access to the Customer/Authorised User. The Bank reserves the right to require further documentation prior to allowing such access.
- d) The Bank may at its sole discretion, on a case by case basis, agree to provide any or all Service(s) under the Digital Banking Services to the Authorised User/Customer aged of at least 18 years old.
- e) As a condition of using the Digital Banking Services, the Customer/ Authorised User warrants to the Bank that it will not use the Digital Banking Services for any purpose that is unlawful or is unpermitted, expressly or implicitly, by the terms of the Digital Banking Terms and Conditions or by any applicable law or regulation.
- f) The Customer/Authorised User further warrants and represents that it will not use the Digital Banking in any manner that could damage, disable, overburden, or impair the Digital Banking Services or interfere with any other party's use and enjoyment of the Digital Banking Services.
- g) Neither the Customer nor any Authorised User may obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Digital Banking Services.
- h) The Customer/Authorized User warrants and represents that the Customer/Authorised User will act in good faith on any and every Transaction Instruction received by the Bank from the Customer/ Authorised User and in the utilization of the Digital Banking Services.
- i) The Customer/Authorised User agrees that these warranties and representations will remain in full force and effect even if the Digital Banking Terms and Conditions terminate for any reason.

2. NON-ELIGIBILITY FOR DIGITAL BANKING SERVICES

The following are not eligible for Digital Banking Services:

- a) Any Account(s) held in the name of a minor under guardianship or Account(s) under the minor's control.
- b) Any person authorized by the Customer/Authorized User to access his/her Account(s) through Digital Banking Services who has not accepted the Digital Banking Terms and Conditions, as amended from time to time.
- c) Joint accounts where the mode of operation for the Account(s) is only with joint signatures is not eligible for transaction access or such other related Services (although an account holder will be able to view details of the Account(s) for which it is expressed to be an account holder).

3. CONDITIONS RELATING TO MOBILE NOTIFICATIONS

- a) Upon Application duly submitted by the Customer/Authorized User, the Bank may at its absolute discretion provide Mobile Notifications to the Customer/Authorised User.

- b) The Bank reserves the right to amend, supplement, suspend or withdraw Mobile Notifications or any or all of the Service(s) provided as part of these notifications at any time, in its sole discretion without giving notice. Each such change is deemed to be binding whether or not the Customer/Authorized User has received specific notice of it.
- c) The Customer/Authorised User gives his/her unconditional consent (i.e. opt-in) for the Bank to send any marketing/promotional Mobile Notifications to the Authorised User's Mobile Number between 7.00 AM to 09.00PM. The Customer/Authorized User agrees that they shall contact the Bank, in case the Customer or the Authorised User requires the Bank to remove/opt-out their Mobile Number from the database for received any marketing/promotional Mobile Notifications to the Authorised User's Mobile Number, if they wish to do so.
- d) The Bank shall not be responsible for any network failure by the GSM network provider or any transmission error or any failure of a Mobile Notification to reach the Customer/Authorised User.
- e) Charges for receiving Mobile Notifications will be completely borne by the Customer/Authorized User even if the Mobile Number has a roaming facility and the foreign operator charges for Mobile Notifications. The Customer/Authorised User agree to receive any number/multiple messages/SMS of Mobile Notifications at any time.
- f) The Customer/Authorised User agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, liability, costs, charges, losses or damages (including legal costs) it may suffer in connection with the provision of Mobile Notifications to the Customer/Authorized User or as a result of any transmissions over the GSM network in connection with Mobile Notifications.
- g) The Customer/Authorised User shall immediately notify the Bank of any loss or theft of the Mobile Number, hacking or unauthorised usage of Mobile Phone and provide the requisite information to the Bank in regards to the Mobile Notifications service to that Mobile Number.
- h) By applying for and receiving the Mobile Notification from the Bank, the Customer/Authorized User is deemed to have read, understood and agreed to be bound by the Digital Banking Terms and Conditions.
- i) The Bank will not in any way be responsible or liable for any loss, damage or other consequence arising from:
 - non-delivery of a Mobile Notifications as result of the Customer/Authorised User's Mobile Number being switched off, lost, or stolen;
 - delivery of a Mobile Notification to a party other than the Customer/Authorised User if the Mobile Phone/Number or SIM Card is not in the possession or control of the Customer/Authorised User for any reason whatsoever (whether with or without the consent of the Customer/Authorized User), or
 - delivery of a message to another mobile phone/number due to the act or omission or error of the Bank, its employees, officers or agents or any third party (including without limitation any service provider), or the use and provision of the Mobile Notifications in any way.
- j) The Bank accepts no liability for any loss or damage arising directly or indirectly from actions taken or not taken by the Customer/Authorized User or any third party in reliance on material or information contained in a message sent to the Customer/Authorized User by Mobile Notifications.
- k) The Customer/Authorized User acknowledges that any Account Balance given to the Customer/Authorised User through the use of Mobile Notifications shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's/Authorized User's Account(s) with the Bank. The Bank may, in its absolute discretion, post all Mobile Notifications to the Mobile Number of a Customer/Authorised User. The Customer/Authorized User acknowledges that in the future, the Bank may send Mobile Notifications and triggers via additional mediums of communication. The Bank may from time to time, change the features of any trigger or Mobile Notifications. It is the Customer's/Authorised User's responsibility to check all available Mobile Notifications or triggers, which will be notified by the Bank on the Website and/or to an Customer's/Authorised User's Mobile Number. The Bank may from time to time and in

its absolute discretion, add, delete, and/or modify the Mobile Notifications and triggers without giving any notice to the Customer/Authorised User. Each such change is deemed to be binding whether or not the Customer/Authorised User has received specific notice of it.

- l) Mobile Number is intended to be available 7 days a week, 24 hours a day but there is no warranty that Mobile Notification will be available at all times. Instructions received after the Bank's normal working hours will be processed in accordance with the Bank's policy.

4. DAILY LIMITS ON FUNDS TRANSFER

- a) Transactions on Digital Banking Services must not exceed the Customer's/ Authorized User's available balance in the Account(s) on the day the transaction is made. The Customer/Authorised User will not be able to transact in excess of the daily Limit (in same and/or cross currency transfers) as determined by the Bank from time to time. The daily Limit is the cumulative total of any number of Transactions. The Bank reserves its right to change these Limits, and may amend them upon the request of the Customer/Authorized User and subsequent approval of the Bank. The Bank also reserves its right to solely determine the relevant exchange rate for any determination as to whether a daily Limit has been breached in relation to a cross currency transfer. If the Customer/Authorised User tries to transfer funds that exceed the daily Limit, the Bank will decline the Transaction request and the Customer/Authorised User will receive a message stating that the entered amount exceeds the daily Limits.
- b) The Customer/Authorised User accepts that any Transaction will be completed as and when the process is successfully concluded, provided all other requirements are met and without any further reference, authentication, written notice or verification.
- c) The Customer/Authorised User shall ensure the sufficiency of funds in Account(s) prior to issuing Instructions to the Bank to make a transfer from that Account(s). If for any reason Account(s) is overdrawn by use of the Digital Banking Services, the Customer/Authorized User shall be required to immediately pay to the Account(s) or Funds Transfer from another Account(s) to remedy the deficit and to pay all relevant interest and charges.
- d) The Customer/Authorized User hereby acknowledges all debits to Account(s) and other liabilities arising from the use of the Digital Banking Services by the Customer/Authorised User and considers that the Bank's books, entries and registers shall be final and conclusive evidence of the correctness of any Instructions or Transaction.

5. CONDITIONS GOVERNING FUNDS TRANSFER

- a) The Bank may agree to provide the Customer/Authorised User with Funds Transfer. It is understood that the Funds Transfer will be sent entirely at the Customer's/Authorized User's own risk. The Customer/Authorized User agrees to hold harmless and indemnify the Bank against any loss, costs, damages, expenses, liability or proceedings which the Customer/Authorized User may incur or suffer as a result of the Bank acting, delaying or refraining from acting upon the Customer's/Authorized User's instruction(s). The Bank or the Bank's correspondent shall not be liable for any loss, delay, error or omission in transmission of the message or its misinterpretation when received, or for any delay caused by the clearing system in which the payment is to be made. In no event shall the Bank under any circumstances be liable for any loss of profits, contracts or special, indirect or consequential loss or damages.
- b) The Bank reserves the rights to send Funds Transfers through a place other than the one specified by the Customer/Authorized User if operational circumstances make this necessary.
- c) Encashment of the remittance sent by Funds Transfer is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of Cambodia.

Neither the Bank, nor its correspondents, or agents shall be liable for any loss or delay caused by any such rules and regulations.

- d) Funds Transfers will be affected with exchange rates as determined by the Bank from time to time updated in the Digital Banking Services. If the Customer or the Authorised User requests Funds Transfer between Accounts held with the Bank, the Bank may effect such transfers on receipt of instructions by applying the most recent exchange rate available to the Bank for the relevant currency.

6. SERVICE(S) UNDER DIGITAL BANKING SERVICES

The Bank may at its sole discretion amend or cancel any of the following Services at any time without giving notice to the Customer/Authorised User:-

8.1 Bank Account(s) Services:

- a) Obtain operating Account(s) balances; make service requests for new check books and duplicate statement.
- b) All operating Account(s) in the Customer's/Authorized User's name will automatically be linked to the Digital Banking Services.
- c) Obtain term deposit Account Balance, make service requests for opening new deposits, premature closure of term deposit accounts, renewal of deposits and maturity payment Instructions corresponding to the Customer's/Authorized User's Account(s). Any payment or transfer of term deposits to a third party's Account(s) is prohibited through the use of Digital Banking Services.
- d) Online applying for loan account; Create new Current & Savings Account;
- e) Obtain loan Account Balance / finance statements and loan statements.
- f) Review Account Balance and transaction histories for a specified duration. Account(s) balances and transaction histories reflected until the time of making the online inquiry.
- g) All Service requests made by the Customer/Authorized User will be processed offline (unless otherwise specified), and will be approved at sole discretion of the Bank. The Customer/Authorized User is able to see the current status of their service request as pending, completed or declined.
- h) Online term deposit booking and managing the Account(s).

8.2 Funds Transfer Services:

- a) Transfer of Funds to own account and to other beneficiary's Account(s) held at the Bank:
 - a) Own account transfer allows the Customer to transfer funds from their Account(s) to any other Account(s) held at the Bank in their name.
 - b) The Funds Transfer Service to other beneficiary's Account(s) held at the Bank allows the Customer/Authorized User to transfer funds from their Account(s) to any other beneficiary's Account(s) held at the Bank.
 - c) The Customer/Authorized User must register with the Bank's Digital Banking Services to be able to use the Transfer of Funds Service or Services. The Customer/Authorized User can see the current status of their service request as pending or completed.
 - d) The Customer/Authorized User agrees not to transfer funds to Account(s), which are not permitted under the Digital Banking Terms and Conditions and/or in violation of any rules, regulations and laws as applicable.
 - e) The Bank reserves the right to decline any Funds Transfer requests as well as requests to amend or cancel a previous request.
 - f) If Instructions identify a beneficiary by name and Account(s) number, the Bank may execute those Instructions by reference to the Account(s) number only, even if the Account(s) number does not correspond with the name provided by the Customer/Authorized User.
 - g) The Customer/Authorized User understands and agrees that the funds are transferred online upon Funds Transfer request made via the Digital Banking Services. The Funds Transfer will be subject to the daily Limits stipulated above.
 - h) The Funds Transfer service to other banks within Cambodia offered by the Bank allows the Customer/Authorized User to remit funds from their Account(s) to a beneficiary's Account(s) with the Bank.

- i) The Customer/Authorized User will be responsible for maintaining, adding and deleting beneficiary's names and details for any Funds Transfer request. To add a beneficiary the Customer/Authorized User must enter the applicable Authentication Credentials when requested by Digital Banking Services.
 - j) By using this Service the Customer/Authorized User can transfer funds and enquire on the status of those transfers, appearing as pending, completed or declined.
 - k) The Customer/Authorized User acknowledges and agrees that when the Bank is carrying out a remittance from any of their Account(s), the Bank is acting as an agent for the Customer/Authorized User and not as the agent or on behalf of any third party. The Customer/Authorized User understands and agrees that at all times his/her relationship with any third party is independent of the Bank and the Customer's/Authorized User's use of this Service.
 - l) The Customer/Authorized User agrees not to request for any Funds Transfer that are not permitted under the Digital Banking Terms and Conditions and/or in violation of any rules, regulations and laws as applicable. The Bank is not responsible for any costs or losses incurred as a result of any transactions that are not permitted under restrictions imposed by the beneficiary's bank/financial institution or those imposed by law.
 - m) The Customer/Authorized User understands that the Bank will not investigate any discrepancies between the beneficiary's name and Account(s) number. In addition, the Customer/Authorized User agrees that the Bank is under no duty to investigate discrepancies between the beneficiary's name and Account(s) number, and that the Bank will act only as per the Instructions of the Customer/Authorized User. If a Funds Transfer request identifies a beneficiary by name and Account(s) number, the Bank may execute those Instructions by reference to the Account(s) number only, even if the Account(s) number does not correspond with the beneficiary's name. In addition, the Customer/Authorized User agrees that the Bank have no responsibility to investigate discrepancies between beneficiary names and Account(s) numbers and the Bank will act only as per the instructions of the Customer/Authorized User.
- 8.3 Manager Check, In addition to the General Terms and Conditions:
- a) Customer/Authorized User may proceed to request any of the following:
 - Check Book Request
 - Banker's Check Request
 - Stop Check Request
 - Check Status
 - Create Standing Instruction
 - Close Standing Instructions
 - View Standing Instruction
 - b) For Stop Check Request,
 - Customer/Authorized User shall be ensure that the request made through the Digital Banking Services must be together with the following information (i) the check number; (ii) the date of the check, (iii) the payee's name and (iv) the amount of the check and will be effective only upon receipt by the Bank. The Bank shall not, however, be responsible for any delay or omission in executing such Instructions. Customer/Authorized User further agree that the Bank shall be entitled in its absolute discretion whether or not to entertain Stop Check Request for blank checks or checks which have been lost, stolen or mislaid and that the Bank reserves its rights not to entertain Stop Check Request for checks which have been fully and irrevocably paid.
 - Customer/Authorized User agrees that all Stop Check Request shall lapse after a period of twelve months from the date of request duly receipt by the Bank. The Bank shall not guarantee execution of any check issued, if there is not sufficient funds in the Account(s).

- Customer/Authorized User shall ensure that all checks issued must have sufficient funds in the Account(s) in accordance with the applicable laws and regulations of Cambodia.
- c) For Standing Instruction
 - Customer/Authorized User shall ensure that the date of payment is at least (07) seven days prior to the due date;
 - The Bank will effect an earlier date provided that the Standing Instruction date fall on a public holiday;
 - On successful of Standing Instruction, an SMS will be sent to Customer/Authorized User.
 - The Bank shall not be liable to Customer/Authorized User for any delay, non-performance, non-occurrence or failure on its part in anyway with respect to carry out the Standing Instruction. The Bank will not be held liable for any consequence thereof in lapse in the process of execution of Standing Instruction in any manner or any extra charges or cost claimed on Customer/Authorized User. The position of the Bank under the Standing Instruction will be only a facilitator for payments on behalf and against the Standing Instruction from Customer/Authorized User and in no way the Bank is acting as an agent, custodian, employee or manager.

8.4 Others Service(s):

- a) Quick Response (QR) Code, which Customer/Authorized User can scan and pay between Accounts with the Bank only.
- b) Setting
 - PIN registered (To register 6 to 10 digits PIN for quick login and enable Face/Touch ID)
 - PIN changed (To change PIN)
 - Password changed (To Change Password)
- c) View Beneficiaries (Allow user to view/Modify/Delete Beneficiaries)
- d) Calculator (Provide indicative values for both Loan and Deposit calculation)
- e) Location (Provide location of Prince Bank Branch/ATM networks throughout the country)

7. CUSTOMER/AUTHORIZED USER AGREES AND UNDERTAKES THAT

- a) The Bank is not required to make any investigations regarding the identity of the user gaining access to the Digital Banking Services, other than the Authentication Credentials provided in the security procedure and/or any other additional security methods/devices implemented by the Bank at its absolute discretion.
- b) The Customer/Authorized User is liable for the usage of the Authentication Credentials and any other authentication methods/devices used to access any of the Service under the Digital Banking Services by authorized personnel, unauthorized personnel or any other third parties.
- c) The Bank can reasonably rely on the authenticity of Transactions conducted by the Customer/Authorised User by accessing the Digital Banking Services using Authentication Credentials and the security procedures. If the Bank has reason to doubt the genuineness of any Instruction or Transaction, the Bank may, in its own discretion, choose not to process the Instruction and/or Transaction initiated using any of the Digital Banking Services.
- d) The Customer/Authorized User is responsible for the accuracy of information submitted to the Bank and the Bank shall not bear any liability for any loss or damage arising from any erroneous or insufficient information provided to the Bank.
- e) The Customer/Authorized User agrees that the Bank may at its sole discretion include additional banking products or services in the Digital Banking Services or discontinue

some of the banking products and Services provided in connection with the Digital Banking Services.

- f) The Customer/Authorized User undertakes to execute any additional documents that may be required by the Bank prior to providing any existing/modified/additional Service under the Digital Banking Services. Where a Customer/Authorized User fails to comply with such requirements, the Customer/Authorized User shall not be eligible for such existing, enhanced or modified Digital Banking Services and the Bank will be entitled to withdraw the Services provided earlier.
- g) The Customer/Authorized User shall ensure sufficient drawing balance in the Customer/Authorized User Account(s) relating to the Digital Banking Services, before making any payment or Funds Transfer. If for any reason, the Customer/Authorized User Account(s) is overdrawn by use of the relevant Digital Banking Services, the Customer/Authorized User shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account(s) maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the relevant Digital Banking Services and to recover or set-off any outstanding amounts and Charges from the Customer/Authorized User in a manner deemed appropriate by the Bank.
- h) The Customer/Authorized User irrevocably and unconditionally accepts that any Transaction and/or Instruction made or given through the Digital Banking Services will be entirely at the Customer's/Authorized User's own risk and responsibility. The Bank's record of any Transaction or Instruction processed in connection with Digital Banking Services will be binding and conclusive evidence of such Transaction or Instruction for all purposes.
- i) The Customer/Authorized User agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Customer/Authorized User shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), the Customer's/Authorized User's Authentication Credentials, or any other authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel.
- j) The Customer/Authorized User is advised:
 - i. to remember the Authentication Credentials and destroy or delete any notification as soon as the Customer/Authorized User receives it;
 - ii. not to write down or record their Authentication Credentials;
 - iii. that any security-related device must be kept physically secure, which includes making sure that Authentication Credentials are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details;
 - iv. to note the restrictions for usage of the Authentication Credentials and/or any other authentication methods/devices as advised by the Bank.
- k) The Customer/Authorized User will have access to the Bank's network 24 hours/7 days, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Customer/Authorized User acknowledges that such shutdowns may result in either partial or no access to the Digital Banking Services. The Bank reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. The Bank will use reasonable endeavours to execute Instructions as soon as these are received from the Customer/Authorized User and accepted by the Bank's information systems but does not guarantee any indicated turnaround time. The date and content of each Instruction will be verified by any means available to the Bank.

8. ACCESS TO ACCOUNTS AND AVAILABILITY

- a) The Customer/Authorised User may request and receive information on most types of Account(s) for which the Customer/Authorized User is the Account(s) owner. The Bank may restrict:
 - i. The maximum number of Account(s) accessible using the Digital Banking Services;
 - ii. the Account(s) which the Customer/Authorized User can nominate for use on the Digital Banking Services; and

- iii. Customer/Authorised User use of the Digital Banking Services on a particular Account(s).
- b) The Bank reserves the right to limit the amount and frequency of Transactions that a Customer/Authorised User may use via the Digital Banking Services, with prior notice being given to the Customer/Authorized User. The Bank further reserves the right to introduce or amend any limits imposed in relation to any Transaction or proposed Transaction with prior notice being given to the Customer/Authorized User.
- c) The Bank will endeavour to ensure the Digital Banking Services continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements. To help reduce the risks, the Bank may introduce or modify limitations on Transaction size, funds Transfer destinations and other features of the Digital Banking Services.

9. AUTHORISATION

- a) The Customer/Authorized User irrevocably and unconditionally authorises the Bank to:
 - i. access his Account(s) registered for the Digital Banking Services to effect banking or other Transactions.
 - ii. disclose to the Service Provider or any other third party, all Customer/ Authorised User information in its possession, as may be required by them to provide the Digital Banking Services to the Customer/ Authorised User.
 - iii. record the Transaction details on the Bank's records and agrees that all records of the Bank generated by the Transactions arising out of use of the Digital Banking Services, including the time of the Transaction recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.
 - iv. send any rejection message in relation to any Instructions or proposed Transaction, if it finds that the request sent by the Customer/ Authorised User is not in accordance with the Bank's format or other requirements.
 - v. introduce any new Service(s) through the Digital Banking Services at any time in future and undertake Transactions using such new Service(s) when a request is received from him.
- b) The Customer/Authorised User acknowledges and agrees that when the Bank effect a Transfer from or to any of the Customer/Authorized User Account(s), the Bank is acting as the Customer's/Authorized User's agent, and not as the agent or on behalf of any third party. The Customer/Authorised User agrees that the Bank, its affiliates and partners shall be entitled to rely on the foregoing authorisation, agency and authority granted by the Customer/Authorized User. The Bank shall be under no obligation to accept any amendment or cancellation of any Instruction by the Customer/Authorised User.
- c) The Customer/Authorized User irrevocably authorises the Bank to accept and act upon all Instructions for Financial Transactions and Non-Financial Transactions provided via the Digital Banking Services by the Customer/Authorised User.

10. EQUIPMENT/SOFTWARE

- a) The Customer/Authorized User is solely responsible for ensuring that the Mobile Device/ Phone and other equipment with which the Customer/ Authorised User accesses and uses the Digital Banking Services are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts).
- b) Customer/Authorised User will be permitted to download the Software for installation into the Customer's or Authorised User's Mobile Device and be granted a limited, non-exclusive, non-transferable right to use the Software, provided the Customer/Authorised User agrees to:
 - i. not use the Software for any purpose other than to access the Customer's Account(s) via the Digital Banking Services on the Customer's/Authorised User's Mobile Device;

- ii. not permit or enable any person to access the Software, or leave the Mobile Device unattended in such a manner as to enable others to access the Software;
- iii. neither reproduce, modify or reverse engineer, modify or decompile the Software nor permit any other person to do so;
- iv. not permit any person to access the Authentication Credentials or otherwise enable any person to download a copy of the Software.
- c) The Customer/Authorised User acknowledges that the Digital Banking Services and all Software are owned, proprietary or licensed to the Bank and/or third party providers.
- d) The Customer/Authorised User agrees to have always the latest version of the Software.
- e) The Bank is not required to support all the versions of Mobile Devices or operating systems.

11. RESPONSIBILITIES

- a) The Customer/Authorised User are each responsible for protecting including but not limited to their Authentication Credentials for use under Digital Banking Services.
- b) The Customer/Authorised User accepts that for the purposes of the Digital Banking Services any Instructions or Transaction emanating from the given Mobile Device/ Number shall be assumed to be initiated by the Customer/Authorised User.
- c) The Customer/Authorised User shall request the Bank, through any of the banking channels, to suspend the Digital Banking Services and/or change Mobile Number if the Mobile Device is lost or the Mobile Device or Mobile Number has been allotted to another person. The Customer/Authorised User shall immediately inform the Bank in writing of any change in the Mobile Number or any unauthorised Transaction in his Account(s) of which he/she has knowledge.
- d) It shall be the responsibility of the Customer/Authorised User to ensure he/she is updated regarding any information relating to the Digital Banking Services as the Bank may, in its absolute discretion, provide (including, without limitation, any additional services under the Digital Banking Services).
- e) The Customer/Authorised User shall be responsible for providing the correct beneficiary details for a Transaction.

12. CONFIDENTIALITY AND DISCLOSURE

- a) To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information including Personal Information relating to the Customer/Authorised User and/or any other information given by the Customer/Authorised User for utilization of the Digital Banking Services to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors, Service Providers and other third parties selected by the Bank, wherever situated, for confidential use in connection with the Digital Banking Services. Further, the Bank shall be entitled at any time to disclose any and all information concerning the Customer/ Authorised User within the knowledge and possession of the Bank to any other financial institution or any regulatory or other body. This clause will survive the termination.
- b) The Bank shall make all reasonable efforts to ensure that the Customer's/ Authorised User's information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential Customer/ Authorised User information where the Bank is not in breach of confidentiality laws/regulations of Cambodia.
- c) The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Digital Banking Services. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer/Authorised User or by any person resulting from or in connection with the Digital Banking Services.

13. ACCURACY OF INFORMATION

- a) The Customer/Authorised User takes the responsibility for the correctness of the information supplied to the Bank through the use of the Digital Banking Services or through any other means such as electronic mail, written communication, or telephone.
- b) The Customer/Authorised User accepts that in case of any discrepancy in the information provided with regard to the Digital Banking Services the onus shall be upon the Customer/Authorized User only. The Customer/ Authorised User agrees to be responsible to furnish accurate information at all times to the Bank including when utilizing the Digital Banking Services. If the Customer/Authorised User suspects that there is an error in the information supplied by Bank, the Customer/Authorised User shall inform the Bank immediately. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis.
- c) The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the Customer/Authorised User and the Customer/Authorised User shall not have any claim against the Bank in an event of any loss or damage suffered by the Customer/Authorised User as a consequence of the inaccurate information provided by the Bank.
- d) The Customer/Authorised User acknowledges that Account(s) balance provided by the Bank through the use of Digital Banking Services shall not for any purpose whatsoever be taken as a conclusive statement of the Customer/Authorised User's Account(s) with the Bank.

14. CHARGES AND FEES

- a) The Bank reserves the right to debit the Customer's/Authorized User's Account(s) with fees and charges applicable for Transactions over the Digital Banking Services. Such fees and charges shall be in accordance with the Bank's Schedule of Charges available to the Customer/Authorized User.
- b) Charges for receiving Mobile Notifications messages will be completely borne by the Customer/Authorized User including those charges levied for SMS by a foreign operator if the relevant mobile phone has a roaming facility. The Customer/Authorized User agrees to receive any number of messages at any time.

15. SECURITY

- a) The Bank undertakes to use reasonable care that the Authentication Credentials shall not become known to any of the Bank's employees or agents unless it is, in the sole discretion of the Bank, necessary for them to have such knowledge. It is the responsibility of the Customer/Authorised User to set the Password during registration and to change it as and when required in order to secure confidentiality and security of the Password.
- b) The Customer/Authorised User undertakes not to disclose and to treat the access rights, documentation or any other information concerning the Authentication Credentials or related to the Digital Banking Services as strictly private and confidential at all times. It is the Customer's/Authorised User's entire responsibility to ensure that the Authentication Credentials and all confidential information are kept secret and not used by anyone else for any fraudulent purpose. In the event of the Authentication Credentials becoming known to someone other than the Customer/Authorised User, that person may be treated by the Bank as an Authorised User and the Bank shall not be responsible for any loss or damage which may occur as a result of the Authentication Credentials become known to others. If the Customer/Authorised User knows or suspects that someone else has learned the Authentication Credentials, the Customer/Authorised User shall inform the Bank immediately.
- c) All technology based devices and method of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of the Bank.

- The Bank is not obliged to give prior notification to the Customer/Authorised User for any technological change.
- d) The Customer/Authorised User must do all that is reasonable to ensure the necessary security measures such as securing the Software and Authentication Credentials installed in the Customer's Mobile Device/Phone with a password and to ensure that all Authentication Credentials are kept strictly confidential in order to secure the Customer's/Authorised User's Mobile Device/Phone in such a manner that anyone using the same device will not be able to access the information.
 - e) In the event that the Customer/Authorised User loses possession or control of the Mobile Device/Phone on which the Software and/or the Authentication Credentials are installed and on which the Customer/Authorised User receives Mobile Notifications, the Customer/Authorised User must immediately notify and instruct the Bank in writing to revoke the Authentication Credentials and discontinue Digital Banking Services. Any Instructions received by the Bank prior to receipt of such written notification associated with the Customer's/Authorised User's Security Code shall be deemed to have come from the Customer/Authorised User and the Bank shall be entitled to rely on such Instructions, whether they actually originated from the Customer/Authorised User or not and will be indemnified from any security breach. The Customer/Authorised User shall be liable to the Bank for any kind of unauthorised or unlawful use of any of the above mentioned Authentication Credentials or of the Digital Banking Services or any fraudulent or erroneous instruction given and any financial charges or liabilities thus incurred shall be payable by the Customer/Authorised User and not the Bank.

16. INDEMNITY AND LIMITATION OF LIABILITY

- a) In consideration of Bank agreeing to provide the Digital Banking Services to the Customer or any Authorised User, the Customer or any Authorised User hereby irrevocably agrees to indemnify and keep the Bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the Bank on account of any claims, actions, suits or otherwise instituted by the Customer or any Authorised User, or any third party whatsoever, arising out of or in connection with:
 - i. the use of the Digital Banking Services and any and all Transactions initiated by the use of the Digital Banking Services, whether with or without the knowledge of the Customer or any Authorised User, or whether the same have been properly initiated or otherwise which Transactions, the Customer hereby acknowledges, the Bank has processed on the Instructions and authority of the Customer or any Authorised User in accordance with the Digital Banking Terms and Conditions and other terms and conditions applicable to any specific product or service, as the case may be;
 - ii. the provision of Digital Banking Services to the Mobile Device/Phone of a Customer and each Authorised User or as a result of any transmissions over the GSM network in connection with such Mobile Notifications.
 - iii. a breach of the Digital Banking Terms and Conditions by Customer or any Authorised User; or which were contributed to or caused by negligent actions by the Customer or any Authorised User or a failure on the Customer's or any Authorised User's part to advise the Bank within a reasonable time about any loss of the Mobile Device/Phone or unauthorized access or Transaction in the Account; and
- b) Except as expressly provided in the Digital Banking Terms and Conditions, the Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, even if the Bank had been advised of the possibility of such damages or loss, suffered by the Customer, any Authorised User or any person howsoever arising from or relating to:
 - i. any use of or inability to use the Digital Banking Services;

- ii. any inaccuracy incompleteness or misinformation of any information or amount retrieved by the Bank in relation to the Account(s);
- iii. the erroneous input of Instructions or any other information by the Customer or any Authorised User;
- iv. non-payment as a result of any error in the beneficiary details submitted by the Customer or any Authorised User, any failure to identify the beneficiary or delay in payment to the beneficiary at the receiving destination;
- v. any breach of security caused by the Customer, any Authorised User or any third party;
- vi. any Transactions entered into based on the Digital Banking Services;
- vii. any loss of, unauthorised access to or alteration of information or data during processing or transmission;
- viii. payment Instructions submitted to the Bank where the time of receipt of such Instructions by the Bank does not fall during the normal business timings of the Bank;
- ix. the Bank's access to the Account(s);
- x. the Bank acting on the Customer's or any Authorised User's Instructions;
- xi. any Transaction limit or restrictions set by the Bank or any third party;
- xii. any unauthorised use of the Authentication Credentials or Mobile Device/Phone or for any fraudulent instructions initiated by the unauthorized user, or for duplicate or erroneous transaction instructions provided by Customer/Authorized User;
- xiii. any unauthorised access by any other person or breach of confidentiality;
- xiv. any lapse or failure on the part of the Service Provider or any third party affecting the Digital Banking Services;
- xv. any unavailability or improper functioning of the Digital Banking Services for any reason including due to the location, mobile network availability and signal strength, proper functioning of hardware, Software or the Mobile Device/Phone;
- xvi. the non-delivery or delayed delivery of Mobile Notifications, Instructions, information or any error, loss or distortion in transmission of information or Instructions to or from the Customer or any Authorised User, (ii) the delivery of Mobile Notifications or information to a party other than the Customer or Authorised User if the Mobile Device/Phone is in the possession or control of such party for any reason whatsoever, (iii) the delivery of SMS, Mobile Notifications or information to another mobile device/phone or mobile number due to the act, omission or error of the Bank's employees or agents or any third party, to include but not be limited to, any Service Provider, (iv) actions taken or not taken by the Customer, an Authorised User or any third party in reliance on material or information contained in a Mobile Notification or (v) the use and provision of the Mobile Notifications service in any way whatsoever;
- xvii. any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer or any Authorised User and the network of any Service Provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer or any Authorised User, the Bank's system or the network of any Service Provider and/or any third party who provides such services as is necessary to provide the Digital Banking Services;
- xviii. any dispute between the Customer or any Authorised User and a Service Provider or any third party (whether appointed by the Bank in that behalf or otherwise);
- xix. use of the Digital Banking Services by any other person with an express or implied permission of the Customer or any Authorised User;
- xx. the confidentiality, secrecy and security of the personal or Account(s) information being sent through the Digital Banking Services to effect Instructions;
- xxi. disclosure of Personal Information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic

- clearing network, in compliance with a legal directive, for statistical analysis or for credit rating; or
- xxii. the Mobile Device/Phone or any other item of the Customer's equipment not being suitable or not functioning properly.
- c) The Customer/Authorized User may access a statement of all the transfers effected or pending at any time. If any Transaction could not be completed, the Bank and/or its Service Provider, upon learning that such transfer or payment have failed, will make reasonable efforts to complete the transfer/payment. If the transfer fail a second time, the Bank will notify the Customer. The Bank does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special or consequential damages if the Bank's failure to complete any Transaction under the Digital Banking Services, which was not intentional and resulted from a bona fide error, notwithstanding the Bank's procedures to avoid such error, for instance:
- i. if the Customer/Authorized User does not have enough Available Funds in their Account(s) to make the transfer;
 - ii. if the Customer's computer or Mobile Devices/Phone malfunctions;
 - iii. if the Bank's browser or the processing centre of the Bank or its agent that is used for Digital Banking Services is not working properly and the Customer knew or is advised by the Bank or its agent about this when the Customer made the Transaction;
 - iv. if circumstances beyond the Bank's control (such as fire, flood, computer failure or interference from an outside force) prevent the Transaction from being properly executed or completed;
 - v. if the Customer's Authentication Credentials have been reported lost or stolen or the Bank has reason to believe that the Transaction is unauthorized;
 - vi. if the Transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices or laws or government regulations;
 - vii. if the Bank has reasonable cause not to honour for the Bank's protection or for the Customer's/Authorized User's;
 - viii. if the Customer's/Authorized User's access to the Digital Banking Services has been suspended;
 - ix. if the funds in the Customer's/Authorized User's Account(s) are subject to legal process or other encumbrance restricting the transfer;

the Bank shall not be obligated to inform the Customer/Authorized User's of a failure to effect or execute any Transaction for any of the abovementioned reasons. The Bank may at any time request from the Customer's/Authorized User's written confirmation of submitted Transactions. The Customer/Authorized User declares that none of its Transactions shall contribute to the laundering of criminal proceeds and the Customer/Authorized User assumes responsibility for the authenticity and lawfulness of its Transactions.

17. LIABILITY AND WARRANTIES

- a) The Customer and each Authorised User understands and agrees that:
 - i. the Digital Banking Services are provided "as-is" except as otherwise provided in the Digital Banking Terms and Conditions or the Bank's Disclaimer and Privacy Policy as provided on the Bank's Website and as required by law; and
 - ii. use of the Digital Banking Services including any material and / or data download or otherwise obtained through the use of the Digital Banking Services is downloaded or obtained at the Customer's and each Authorised User's own risk.
- b) The Bank assumes no responsibility for the timeliness, deletion, mistaken delivery or failure to store any user communications or personalization settings limitation or any damage to the Customer's or any Authorised User's computer system or loss of data that results from the download or the obtaining of such material and/or data.
- c) Except as expressly set forth in the Digital Banking Terms and Conditions, the Bank disclaims warranties of any kind, express or implied, including without limitation any

warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer or any Authorised User from the Customer's Account(s) or any results that may be obtained from the use of the Digital Banking Services, or that the Digital Banking Services will meet requirements of all users, be uninterrupted, timely, secure or error free. The Bank makes no warranty as to the quality of service provided by any Service Provider.

- d) The Customer/Authorized User agrees that the Digital Banking Services is provided exclusively for the benefit of the Customer and the Authorised Users. The Bank shall not be held liable in any manner or form, for providing the Digital Banking, including but not limited to, any of the following:
 - i. if the Customer/Authorized User is unable to access and/or utilize the Digital Banking Services due to any reason beyond the Bank's control including any technical, communication or network malfunction or breakdown;
 - ii. for any loss or damage that may arise or be incurred directly or indirectly by reason of the Bank carrying out the Customer's/Authorized User's Transactions or Instructions or from any malfunction or failure of the Digital Banking Services;
 - iii. for any change, alteration, additions or deletions to the Digital Banking Terms and Conditions, the Digital Banking Services, the systems of operation of the Digital Banking Services;
 - iv. for any partial, incomplete, late or failed transfer, remittances or Pay Bills to any payee/beneficiary nominated under the Digital Banking Services due to any reasons beyond the Bank's control.

18. AMENDMENTS/CHANGES TO DIGITAL BANKING SERVICES

- a) The Customer/Authorized User agrees that the Bank may modify/change the Digital Banking Services or any one of the Service(s), use of the some or all Account(s) within the Digital Banking Services, with or without notice, without liability to the Bank. The Bank reserves the right to change the Terms and Conditions of a particular Service under the Digital Banking Services in its sole discretion at any time.
- b) The Customer/Authorized User agrees that if the Customer/Authorized User continues to use any Service(s) after the Bank notifies the Customer/Authorized User of any change, the Customer thereby accepts the changes to such terms and agrees to be bound by the Digital Banking Terms and Conditions, as amended.
- c) The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without any prior notice to the Customer/Authorised User.
- d) The Bank may notify the Customer/Authorized User of any amendments to the Digital Banking Terms and Conditions through posting a notice on the official website of the Bank and such amendments will be effective from the date such changes are notified to the Customer/Authorized User through such mean of notice. However, such changes are deemed to be binding on the Customer and each Authorised User whether or not the Customer or that Authorised User has received specific notice in person of such amendments. The Customer is required to notify each Authorised User of any such change to the Digital Banking Terms and Conditions.

19. DISCONTINUATION AND TERMINATION OF SERVICE(S) UNDER DIGITAL BANKING SERVICES:

- a) The Bank reserves the right, subject to applicable law, to discontinue, withdraw or terminate the Service(s) under the Digital Banking Services and the Customer's right to use the Digital Banking Services at any time and for any reason, including without limitation if the Bank, in its sole judgment, believes that the Customer is engaged in activities that violate any of the terms under the Digital Banking Terms and Conditions or the rights of the Bank and/or the Bank's Service Provider, or if the Customer provides the Bank with false or misleading information or interferes with other users or the administration of the Digital Banking Services.

- b) It is a condition precedent for use of the Digital Banking Services that the Customer maintains an Account(s) with the Bank in Cambodia and in the event where the relationship is terminated for any reason or in the event of any breach of the Digital Banking Terms and Conditions, the Bank shall be entitled forthwith to cancel/terminate the Digital Banking Services without providing any reason whatsoever.
- c) If the Customer/Authorized User wishes to terminate the Digital Banking Services or any Authorised User's authority to operate the Digital Banking Services, the Customer/Authorized User may do so through Digital Banking Services or through the Bank's branches by completing Application form and de-registering from the service. Notwithstanding the termination of the Digital Banking Services or any Authorised User's authority, the Customer/Authorized User shall remain accountable for all Instructions and/or Transactions effected prior to any such cancellation.
- d) The Bank may terminate the access to the Digital Banking Services immediately if the Customer:
 - i. or any Authorised User breaches the Digital Banking Terms and Conditions;
 - ii. becomes insolvent dies, becomes bankrupt or lacks legal capacity;
 - iii. ceases to maintain an Account(s) with the Bank in the Cambodia;
 - iv. or the Bank, terminates the Customer's relationship with the Bank for any reason; or
 - v. or any Authorised User notifies the Bank of changes in the status of the Customer or any Authorised User, which are unacceptable to the Bank.

20. MISCELLANEOUS PROVISIONS

- a) The Customer and each Authorised User agrees that if any further Account(s) or products or services are subscribed to by the Customer with the Bank or any of its affiliates, and the Bank extends Digital Banking Services to such Account(s), Products or Services, then the Digital Banking Terms and Conditions shall automatically apply.
- b) No forbearance, neglect or waiver by the Bank in the exercise or enforcement of any right or remedy arising from any of the Digital Banking Terms and Conditions will prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank will be effective unless it is in writing.
- c) If any provision in the Digital Banking Terms and Conditions is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of the Digital Banking Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.
- d) The Bank may, without any prior notice to the Customer or any Authorised User, at its own discretion assign the whole or any part of its rights and obligations under the Digital Banking Terms and Conditions. The obligations of the Customer and each Authorised User under the Digital Banking Terms and Conditions may not be assigned in whole or in part, without a prior written consent of the Bank.
- e) The Customer/Authorized User is deemed to have read, understood and agreed to be bound by the Digital Banking Terms and Conditions. At any time, the Bank may change, add, amend, supersede or supplement any or all of the provisions of the Digital Banking Terms and Conditions. The Bank will notify all the Customer/Authorized User in writing of any amendments to the Digital Banking Terms and Conditions and such amendments will be effective from the date such changes are notified to all Customers/Authorized User. However, such changes are deemed to be binding on the Customer/Authorized User whether or not the Customer/Authorized User has received specific notice in person of such amendments.

21. GOVERNING LAW AND JURISDICTION

The Digital Banking Terms and Conditions shall be governed by and construed in accordance with the applicable law of Cambodia as applied by the competent Courts of Cambodia, as applicable from time to time and the Bank and the Customer/ Authorised User hereby irrevocably submits to the exclusive jurisdiction of the courts in Cambodia to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Digital Banking Terms and Conditions.

