# PRINCE BANK TERMS AND CONDITIONS FOR PRINCE eACCOUNT

This terms and conditions for PRINCE eAccount ("PRINCE eAccount") provided by PRINCE BANK ("Prince Bank"), hereinafter referred to as "Terms and Conditions for PRINCE eAccount" shall be read in conjunction with the Digital Banking Terms and Conditions, General Terms and Conditions governing Account(s), Service(s) and Product(s), and other relevant terms and conditions.

By clicking the "I have read and agreed" button on the PRINCE Mobile, you expressly agree to be bound by the below terms and conditions and it will become the agreement between you and Prince Bank.

Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Digital Banking Terms and Conditions and the General Terms and Conditions governing Account(s), Service(s) and Product(s).

## 1. PRINCE eACCOUNT

PRINCE eAccount is a savings account with the following features:

Currency	USD / KHR	
Minimum initial deposit	Not required	
Closure	The account will be automatically closed after 12 months commencing from the account opening date if no fund credited	
Interest rate	No interest applicable	
Minimum ongoing balance	Not required	
Facilities	N/A	

## 2. ELIGIBILITY AND APPLICATION FOR eACCOUNT OPENING

## 2.1. Eligibility:

The Customer who wishes to open PRINCE eAccount shall fulfil all eligibility requirements as below:

- a. Be Cambodian individual holding valid Cambodian National ID card;
- b. Be at least 18 years old;
- c. Be a new customer who first registers account opening with Prince Bank;
- d. Has a mobile device or other eligible device and data connections, which meet the required specifications, and configurations as may be specified by Prince Bank from time to time; and
- e. Has valid phone number registered with Prince Bank.

## 2.2. **Application:**

- 2.2.1. The Customer shall apply for opening of the PRINCE eAccount through PRINCE Mobile in accordance with the policies, procedures and operating guideline of Prince Bank, Digital Banking Terms and Conditions, General Terms and Conditions governing Account(s), Service(s) and Product(s), as applicable.
- 2.2.2. To open Prince eAccount through PRINCE Mobile, the Customer shall:

- a. Download and install the PRINCE Mobile, as made available by Prince Bank from time to time, on the mobile device or other eligible device of the Customer.
- b. Ensure that his/her mobile device or other eligible device and data connections meet the specified required of Prince Bank for activating the PRINCE Mobile.
- c. Click on "I have read and agreed" button displayed on the screen of the Customer's mobile device or other eligible device to accept and to agree to be bound by the Terms and Conditions governing the Digital Banking Services.
- d. Click on "I have read and agreed" button displayed on the screen of the Customer's mobile device or other eligible device to accept and to agree to be bound by the Terms and Conditions for PRINCE eAccount.
- e. Provide all true and accurate information and valid documents as required by Prince Bank during the application for PRINCE eAccount opening through PRINCE Mobile or at a later stage as determined by Prince Bank.
- f. Fill in and do all necessary acts as displayed and instructed in the PRINCE Mobile, which includes, but not limited to, Username, PIN, personal information, photography, Identity card information and/or related information and documents. The one -time password (OTP) will be sent to the Customer via message to the Customer's Mobile Phone Number for verification and confirmation purpose.

The Customer is required to use the Username and PIN/Face ID/Touch ID to login to the PRINCE Mobile in order to perform the transaction with PRINCE eAccount.

2.2.3. Notwithstanding the fulfilment of all criteria as mentioned in the above Clause 2.1 and this Clause 2.2, Prince Bank reserves all right to reject the application for PRINCE eAccount opening of the Customer at its absolute discretion with no obligation to provide any reason.

# 2.3. Upgrading PRINCE eAccount to Savings Account:

2.3.1. in order to enjoy full banking services of Prince Bank, the Customer is advised to upgrade his/her existing PRINCE eAccount to Savings Account by visiting any operating branch of Prince Bank and undergo Know Your Customer (KYC) process pursuant to the relevant policies, procedures, and operating guideline of Prince Bank, as applicable.

#### 3. SERVICES AVAILABLE UNDER E-ACCOUNT AND CONDITONS

## 3.1. Services Available:

- 3.1.1. Upon the successful opening of the PRINCE eAccount, the Customer may enjoy the services available thereof ("PRINCE eAccount Services") provided that Prince Bank may at its sole discretion provide the Prince eAccount Services as specified in the Annex I of this Terms and Conditions for PRINCE eAccount.
- 3.1.2. The Customer is deemed to duly request to use or instruct Prince Bank to process each PRINCE eAccount related services when the Customer duly

- submitted the application for PRINCE eAccount opening through PRINCE Mobile in accordance with the above Clause 2.
- 3.1.3. Prince Bank may add, amend, suspend, or cancel the provision of any of PRINCE eAccount Services at any time at its absolute discretion of Prince Bank, provided that a notice will be duly served on the Customer.
- 3.1.4. Prince Bank has the rights, but not obliged, to assess the Verification Code to verify the accuracy and the correctness of the instruction or request or transaction concerning the Customer and to take all necessary actions to ensure the accuracy and correctness of the process of such instruction or request or transaction.
- 3.1.5. For the purposes of using of PRINCE eAccount Services, the Customer accepts that any instruction or request or transaction initiated from the mobile device or other eligible device of the Customer using registered mobile phone number shall be deemed to be initiated, requested, instructed by the Customer.
- 3.1.6. The Customer shall ensure that there is always sufficient funds in the Customer's PRINCE eAccount to perform financial transaction(s) which involve movement of funds from the such account. In case that there is no sufficient funds in PRINCE eAccount of the Customer for the payment of the Fees and Charges to Prince Bank, Prince Bank reserves all rights to cancel or reject to process all or any transactions requested/instructed by the Customer under this Terms and Conditions for PRINCE eAccount. In such a case, the Customer understands and agrees that Prince Bank shall not be responsible for any damage occurred due to such cancellation or rejection.

# 3.2. **Daily Limit:**

- 3.2.1. The Customer acknowledges and agrees that the Customer is allowed by Prince Bank to perform transaction within the daily limits as specified in the Annex I of this Terms and Conditions for Prince eAccount ("Daily Limit"). The Daily Limit is subject to change at the sole discretion of Prince Bank with or without request of the Customer, provided that such change will be notified to the Customer through available means of communication of Prince Bank, which includes, but not limited to, the In-App Push Notification, or SMS, or email, or Prince Bank's official website.
- 3.2.2. Prince Bank may reject to process any transaction of the Customer which exceeds the Daily Limit without bearing any liability toward the Customer or any third-party.

#### 3.3. Authorization of the Customer:

- 3.3.1. The Customer irrevocably and unconditionally authorises Prince Bank:
  - a. To access PRINCE eAccount of the Customer.
  - b. To disclose to the service provider or any other third party of any or all Customer's information in Prince Bank's possession, as may be required by them to provide PRINCE eAccount Services to the Customer.

- c. To record the transaction details on Prince Bank's records and agrees that all records of Prince Bank generated by the transaction arising out of the use of PRINCE eAccount Services, including the time when the transaction is recorded, and such record shall be conclusive proof of the genuineness and accuracy of the transaction.
- d. To send any rejection message in relation to any instruction/request or proposed transaction, if Prince Bank determines that the request sent by the Customer does not comply with Prince Bank's format or other requirements.
- e. To debit from the Customer's PRINCE eAccount in accordance with the instruction of the Customer and the related terms and conditions with regard to any funds transfer or payment of Fees and Charges or other payments.
- f. To introduce any new eAccount Services through the PRINCE Mobile at any time in the future and to undertake the requested transaction using such new service(s) when a request of the Customer is duly received by Prince Bank.
- g. To undertake any acts deemed necessary relating to the PRINCE eAccount, other personal information, and the use of the PRINCE eAccount by the Customer and it authorized user(s).
- 3.3.2. The Customer acknowledges and agrees that upon the receipt of the Customer's request or instruction for any transaction in relation to the PRINCE eAccount of the Customer, Prince Bank is irrevocably authorized by the Customer to give effect on such transaction in accordance with the Customer's request or instruction and relevant terms and conditions, as applicable.

#### 4. FEES AND CHARGES

- 4.1. When using eAccount Services, the Customer shall pay fees and charges to Prince Bank as specified in the **Annex I** of this Terms and Conditions for PRINCE eAccount, hereinafter referred to as "**Fees and Charges**". The Fees and Charges is subject to change or amendment by Prince Bank at its sole discretion, provided that a notice will be duly served on the Customer by Prince Bank.
- 4.2. Prince Bank is authorized by the Customer to debit the Customer's PRINCE eAccount for the payment of Fees and Charges.

# 5. RELEASE FROM LIABILITY, DISCLAIMER, AND LIMITATION OF LIABILITY

- 5.1. The Customer irrevocably and unconditionally releases Prince Bank from all liabilities in case where the transaction is performed by the unauthorized person.
- 5.2. Prince Bank disclaims any guarantee and liability, in any way whatsoever, on the availability of PRINCE eAccount Services.
- 5.3. The Customer agrees that under no circumstances will Prince Bank, including Prince Bank's shareholders, directors, or employees, be liable for any damages whatsoever which includes, but not limited to, any direct, indirect, special or incidental damages arising out of or in connection with the provision of the PRINCE eAccount Services.

5.4. The Customer hereby irrevocably agrees to indemnify and keep Prince Bank indemnified, at all times hereafter, form all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by Prince Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or any third party whatsoever, arising out of or in connection with the provisions herein.

## 6. **AMENDMENT**

6.1. Prince Bank reserves all rights to make any amendment to the terms and conditions herein contained, to postpone, or to extent, or to cancel the provision of eAccount Services, without bearing any liability, at any time, at its absolute discretion, provided that a proper notification on such change(s) will by duly posted on the official website or on other applicable means of communication of Prince Bank.

## 7. TERMINATION AND SUSPENSION

- 7.1. Prince Bank may terminate eAccount or any services with immediate effect and without prior notice:
  - A. if, in Prince Bank's own opinion, acting under the Customer's instruction or providing any eAccount or services to the Customer would cause Prince Bank to be in breach of any applicable laws and regulations of the Kingdom of Cambodia, sanctions or other requirements of any competent authority;
  - B. if Prince Bank is required to do so in compliance with any applicable laws and regulations of the Kingdom of Cambodia, sanctions or requirements of any competent authority or Prince Bank's internal policy; or
  - C. in the event a third party stops providing part of services.

Upon such termination, any obligation due by the Customer to Prince Bank shall become immediately due and payable.

- 7.2. Prince Bank may suspend eAccount, products, or services in whole or in part (without prejudice to its right under Clause 7.1) for any reasons without prior notice to the Customer including, without limitation to, where:
  - A. eAccount or the provision of products or services is the subject of any disputes or third party claims;
  - B. Prince Bank considers there is an insufficient balance in eAccount:
  - C. Prince Bank considers it necessary to protect the interests of any party in respect of eAccount or the provision of products or services;
  - D. Prince Bank considers it necessary to clarify the authority of the authorised person;
  - E. Prince Bank considers that eAccount, products or services is not being operated in a satisfactory manner:
  - F. a third party stops providing part of products and/or services; or

Prince Bank will, to the extent permitted by applicable laws and regulations, notify the Customer as soon as practicable if eAccount or provision of products or services is suspended.

7.3. Any termination or suspension of eAccount, products or services shall be without prejudice to any outstanding instruction or any right or obligation which may have arisen between Prince Bank and the Customer prior to such termination, suspension or which is expressed in this Terms and Conditions for Prince eAccount to survive termination or suspension of eAccount, products or services.

- 7.4. Upon termination of eAccount:
  - A. Prince Bank may debit any and all charges and expenses in connection with such termination and any amount owing by the Customer to Prince Bank under this Terms and Conditions for Prince eAccount and any other relevant specific terms and conditions; and
  - B. if there remains a credit balance after such debiting, Prince Bank may at its discretion transfer such credit balance by means of remittance as Prince Bank deems appropriate to ant account (including the e-account or the account with another branch of Prince Bank) as it deems fit or by means of a draft payable to the Customer, mailed to the Customer at its last known address, at the Customer's own risk and expense.
- 7.5. Any other provisions which by their nature are intended by the Customer and Prince Bank to survive termination will survive the termination of eAccount, products or services under this Terms and Conditions for Prince eAccount.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. This terms and conditions shall be governed by the applicable laws of the Kingdom of Cambodia. Any dispute arising out of or in connection with the provision of eAccount Services shall be resolved in accordance with the applicable consumer complaint handling policy of Prince Bank and shall be finally referred to the Cambodian competent court.

# **ANNEX I**

# SERVICES AVAILABLE, DAILY LIMIT AND FEES AND CHARGES

# 1. Available Services and Daily Limit

No.	Available Services	Daily Limit
1	Cash in	N/A
2	Cash out / Withdrawal	USD 1,000 (at maximum)
3	Funds Transfer within Prince Bank	USD 0.01 up to USD 5,000
		KHR 100 up to KHR 20M
4	Funds Transfer through NCS	USD 10 up to USD 1,000
5	Funds Transfer through FAST	KHR 100 up to KHR 5,000,000
6	Funds Transfer through Bakong (Local banks &	USD 0.01 up to USD 2,000
	Wallet) where the Terms and Conditions governing	
	the use of Bakong system through PRINCE Mobile	
7	is applicable	LICD 0.01 up to LICD 1.000
_ ′	Funds Transfer through Retail Pay (Account & Phone) where the Terms and Conditions for Retail	USD 0.01 up to USD 1,000
	Pay Services is applicable	
8	Mobile Phone Top-Up	USD 0.25 up to USD 100
9	Bill payment (Billers & Merchants)	USD 1 up to USD 1,000
10	Other Available Services:	N/A
	10.1. View account	
	10.2. Branch & ATM locator	
	10.3. Quick transfer	
	10.4. My Contacts	
	10.5. Split bills	
	10.6. Invite Friends	
	10.7. PRINCE Rewards	
	10.8. Prince Payment Partners 10.9 Notification	
	TO.9 Notification	

2. The Fees and Charges for each transaction performed under PRINCE eAccount will be charged in accordance with each respective service provided by Prince Bank.

# 3. Other Fees and Charges

3.1. Dormant Account Charge (inactive within 365 days): USD 1 per month

3.2. Early Account Closure (within 3 months) : USD 5
3.3. Account Maintenance Fee : N/A