



CP BANK ACCOUNT AND MOBILE BANKING TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Definitions: Referring to the Banking Services Terms and Conditions, unless the context otherwise requires further clarifications:

Account means, where applicable, each account you open with the Cambodia Post Bank Plc. (CP Bank) in the Kingdom of Cambodia; It includes CP BANK's Savings Account, Current Account, Recurring Account, VIP Account, Fixed Deposit Account or any other types of account in KHR, THB, USD or any other currencies as may be created from time to time at CP BANK branch or via CP BANK Mobile or any other application.

Account Opening Terms means, in relation to each Account, the terms and conditions governing the opening and operation of the Account and related services in the Jurisdiction and all supplements and additions thereto;

ATM means automated teller machines and such other devices provided by us for the withdrawal or deposit of cash and/or cheques;

Bank means the Cambodia Post Bank Plc. entity providing the all available Banking services that includes account opening, account services, ATM and Mobile Banking Services to you, as identified in the Registration Form;

Bank Member means any of the Bank's branches, subsidiaries, representative offices, agencies or affiliates, the Bank's head office or ultimate holding company, any corporation in the Bank's group (being a corporation in which an equity interest is held by any of the foregoing entities) or any bank or member of a bank group in any jurisdiction with whom the Bank has entered or may enter into any form of alliance;

Biometric Identifier: includes a fingerprint, facial data and any other means by which a mobile device manufacturer allows a user to authenticate their identity for the purposes of unlocking their mobile device and access to the specific applications including CP BANK Mobile.

CP BANK Mobile: means the mobile banking application made available from authorized app stores for the purposes of accessing the Mobile Banking Services (the features of which we may vary from time to time) of the Bank.

CP Bank Mobile Banking Services shortly MB Services, means the electronic mobile banking and other services that Bank make available to you via Mobile Banking App or a web browser designed for use on a Mobile Device under these Mobile Banking Services Terms and Conditions;

CP BANK Pay: means a mobile based payment facility enabling CP BANK Mobile users to make payments or purchases from their CP BANK Accounts or linked Visa Card (or any other types of Cards Bank issues) at stores or online merchants by scanning compatible Quick Response (QR) code;

Card: means and includes CP BANK's debit/credit card with varied scheme such as VISA Card and or any other type Bank may change time to time in a form of either virtual or plastic one.

CIF number: a unique customer identification number used in CP BANK system that you receive during your first account registration with CP BANK.

"Channel" means the Internet website, telecommunication devices, ATMs and any other location, resource or platform through which the Mobile Banking Services may be accessed, as we may notify you from time to time;

Content: means and includes any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through CP BANK Mobile.

Customer: Includes CP BANK account holder and non-CP BANK account holder that acquire one-off services from CP BANK. All Customers are subject to adequate due diligence.

Customer Information: All personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".

E-cash: means card-less cash withdrawal service at CP BANK ATMs using code generated in CP BANK Mobile.

Electronic Statement (e-Statement): means a consolidated banking statement that reflects CP BANK's records for a specific period of time for a Customer's Account on CP BANK Mobile. The Electronic Statement is for informational purposes only.

Electronic Instruction(s) means any instruction, order, message, data, communication, or information received by CP Bank via the Mobile Banking Services or pursuant to the Mobile Banking Services;

Fixed Deposit Certificate: means an informational electronic document of Fixed Deposit Account details opened via CP BANK Mobile or at CP BANK branch.

Mandate means all your written authorizations and mandates provided in such form and substance satisfactory to CP Bank;

“Mobile Device” means a telephone or other device with access to a cellular radio system that allows users to make and receive telephone calls, text messages and utilize data services among other features, that can be used over a wide area without a physical connection to a network and through which a customer may access and use any Mobile Banking Services, such as a mobile smartphone, tablet computer, or similar device;

Mobile ID: means a unique identification number assigned to each CP BANK Mobile user during registration;

Mobile Operator: means a mobile telephone network operator;

Notifications: means and includes SMS and in-app push-notifications sent to you on different occasions related to banking transactions or general alerts sent by CP BANK;

Order Information means any information or data received by us from you via API in relation to any invoice, credit or debit note, purchase order or similar document which you issue or prepare in connection with goods and/or services provided or to be provided by you.

“Person” includes any (i) individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution, business concern, organization; (ii) statutory body, agency or government authority; (iii) quasi-governmental, inter- governmental or supranational body; or (iv) regulatory, fiscal, taxing or other authority or organization, in each case whether local or foreign;

Payment: means a payment order initiated by you through CP BANK Mobile or at any other available channels including the CP Bank branches to make a debit of your eligible Account for any payments; for example, to make a payment to vendors;

Personal Information: refers to the personal information provided by you to CP BANK, including but not limited to name, national identity number (NID), date of birth, phone number, email, address;

PIN: means the unique six (6) digits number (that may or may not change time to time) used to log in to CP BANK Mobile.

Plastic Card: means a physical VISA Card or any other type debit/ credit card issued by CP BANK ;

Payment Service Provider (PSP): refers to a legal entity dully licensed by National Bank of Cambodia (NBC) to operate financial services in Cambodia and approved by CP BANK for the connection of services such as payment or transfer under certain legal arrangement;

Registration Form means the registration form, in such form specified by CP Bank from time to time, duly executed by you to request us to provide the Mobile Banking Services to you, including any additional or supplemental forms;

Scan QR: means a QR code scanning service in CP BANK Mobile that allows users to scan and pay at CP BANK, Bakong

enabled or any other sales points or to scan QR codes at other CP BANK's facilities to process various types of transactions.

Security Credential: means and includes passwords, personal or log-in identification numbers, One-Time-Pin (OTP) and other codes and access procedures including short messaging service (SMS) for access to and use of services in CP BANK Mobile and other services provided by us from time to time.

Security Mechanism refers to any security token, security application, ATM card or such other device, equipment or method which is used to generate a Security Code or which is used in connection with access to and/or use of the Electronic Banking (EB) Services;

System means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the Mobile Banking Services;

Third Party Provider: means and indicates any person (individual or entity) with whom CP BANK has a relationship for distributing services either directly through CP BANK Mobile or through third party sites or applications.

Transfer: refers to fund transfer whereby CP BANK becomes a paying or receiving bank on behalf of you to take effect any payment order made to/from you. Transfers include both intra-bank transfer and inter-bank transfer, for example a transfer from you to another beneficiary within CP BANK or to beneficiary in other financial institutions such as banks or PSPs.

Transaction: means any financial activity or operation made or performed, processed or effected through the Electronic Instructions or otherwise through the Mobile Banking Services by you or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent, including any payment/fund transfer to/from your Account; any other banking transaction that may be made available through CP BANK mobile from time to time (including bill payments); and any banking transaction carried out through any CP BANK branch;

Transaction History: indicates list of all the Transactions entered into or performed within CP BANK Account within a specific period;

User Guide: means such user guide or document issued or prescribed by us, through any medium, setting out instructions on the use of the Mobile Banking Services;

Username: an identification of you for accessing to CP BANK Mobile. It is required to be setup at the first time of activation and to remember for later access.

Vendor: means any third-party service provider establishing relationship with CP BANK to which payments can be made to vendor from your Account using CP BANK Mobile.

Virtual Card: means a VISA Card or any other virtual debit / credit card issued via CP BANK Mobile.

“We”, “our” or “us” mean the Cambodia Post Bank Plc. and any Bank Member who provides services to you under these Mobile Banking Services Terms and Conditions, and their respective successors, assigns and transferees;

‘You’, ‘your’, ‘yours’ mean a Person(s) who signs up for the Account Opening, Account and Mobile Banking Services, and such Person's successors and permitted assigns;

1.2 References to “Regulation”: In these Account and Mobile Banking Services Terms and Conditions, a **“regulation”** includes any regulation, rule, official directive, request, code of practice or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization and **“regulatory”** shall be interpreted accordingly.

1.3 Time Periods: If any period of time specified in these Account and Mobile Banking Services Terms and Conditions for a given act or event ends on a non-business day, then that time is deemed to only end on the next business day. A “**business day**” means any day on which the Bank is open for business in the relevant Jurisdiction.

1.4 Additional and Supplementary Terms and Conditions. For the avoidance of doubt, the additional terms and conditions set out in Part B of these Account and Mobile Banking Services Terms and Conditions and any supplementary terms and conditions, including the supplementary terms and conditions set out in Part C of these Account and Mobile Banking Services Terms and Conditions, constitute part of these EB Services Terms and Conditions. We may from time to time add to, remove or change such additional or supplementary terms and conditions.

1.5 Indemnities. A reference in these Account and MB Services Terms and Conditions to you indemnifying us in respect of an event or circumstance shall include indemnifying and keeping us and each Bank Member harmless, on an after tax basis, from all actions, claims and proceedings from time to time made against us and each Bank Member and all losses, damages, liabilities, payments, costs or expenses suffered, made or incurred by us and each Bank Member as a consequence of or in connection with that event or circumstance.

1.6 Binding Nature. These Account and MB Services Terms and Conditions apply to the Bank accounts and MB Services provided to you and are binding on you

2. Preface

The terms and conditions shall act as the main governing guidelines for the use of CP BANK's Account services and mobile banking application named as "CP BANK Mobile". As a customer and user of CP BANK Mobile, we feel the importance of reading this terms and conditions and request you to read the Specific Terms and Conditions carefully. We understand that by signing this and/or registering for, pressing "Accept", you confirm that you have read, understood, acknowledged, accepted, and given your express consent to the Specific Terms and Conditions and you agree to be bound by the Specific Terms and Conditions.

Every customer shall fulfill the terms and conditions of account services, mobile banking services and ATM/Debit Card in compliance with the Bank's policy and procedure and applicable laws and regulations of Cambodia including the required documents.

By applying for the account services and mobile banking services and ATM/Debit Card, the customer acknowledges and accepts this Terms and Conditions and acknowledges that he/she/they are required to follow them at all times.

Please also note that any other written terms and conditions which relate to your CP BANK accounts and services will continue to apply. To the extent such other terms and conditions are inconsistent with the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail (unless such other terms and conditions are expressed to apply instead to the Specific Terms and Conditions).

3. Service Description

3.1 Account Opening

Customer shall ensure that all provided information and documents (filled in account opening application form) are accurate and true and those are in compliance with the policy and laws and regulations of Cambodia.

Customer must promptly notify in writing for any changes in account information that not limited to address, contact number, email address that Bank use to communicate. Customer must also send the Bank any documents that needs to support those changes.

Customer shall be fully liable for any damage, cost and loss resulting from those changes.

3.2 Account Closure

Account closure can be done at any time both by customer and the Bank. Customer must provide formal request to effect any account closure in compliance with the Bank's policy. During account closing, customer must pay us promptly all amounts customer(s) owe us, including overdrawn amounts (if any), interest, costs, expenses, commission and any other charges customer owe on the account. Any credit balance in the account will be paid (after deducting any amount customer owe the Bank) by cashier's order or a banker's draft and send to the address we have for the customer in Bank's records; or transfer to the account as requested by the customer or in any other alternate method the Bank decide.

Bank will not pay any interest on unclaimed balances of any closed accounts.

Any Premature withdrawal of any agreed term deposits will be subject to zero interest.

Saving Passbook, Certificate of Fixed deposit, cheque Book(s), ATM/Debit Card and / or Credit Card must be returned; otherwise, customer shall be fully liable for any cost or loss incurred.

The Bank reserves the right to close any customer's account with a nil balance for the period of 6 months and dormant accounts with no financial transaction (even with any balance) for more than 12 months without any prior notice.

Bank reserves the right to close the account or terminate any agreement if it is found that the account holder does not follow the Bank policy, procedure or laws of the Cambodia without any prior notice.

Bank reserves its right to freeze or block account(s) or cheque(s) of customer in case there have a request from competent authorities as required by laws and regulations of Cambodia.

3.3 Term Deposit Account Roll Over

Customer may request the Bank to renew or non-renew the fixed deposit account by providing a notice at least 15 working days prior to the maturity date to the Bank and that renewal/non-renewal shall be in compliance with the Bank's procedure and policy.

Bank will automatically renew the term deposit with Rollover option "Yes" with the terms and conditions and interest applicable during the time of any such renewal.

Any Auto rollover will automatically change the interest rate to the default prevailing interest rate of that time of roll over unless it is specifically agreed at the time of rolling over.

3.4 Interest Payment

The interest payment shall be made and calculated in accordance with the Bank's policy. Bank reserves the right to change any such interest without any prior notice to the customer. The interest earned is subject to withholding tax determined by the General Department of Taxation. The amount of withholding tax is automatically deducted from the accountholder at the time of crediting the interest earned.

3.5 Fees and Charges

The account holder (s) agree to pay all service fees and charges in compliance with the Bank's policy. The service fees and/or other services fee will be automatically charged/debited from customer's account directly. The Bank reserves the right to change any such service fees & charges from time to time without any prior notice.

3.6 Special Conditions

The account holder(s) must immediately notify Bank in writing in case of any loss or damage of Certificate of Fixed Deposit, Savings Passbook and/or Bank cheque Book, ATM/Debit Card of the account holder(s).

The Bank shall not be liable for any transaction(s) in the account or cheque(s) resulting from such damage and loss prior to any written notification to the Bank in this regard.

Every request of new certificate of Fixed Deposit or Savings Passbook, cheque Book, ATM/Debit card and process to make any stop payment of any cheque shall be subject to the fees and charges as determined by the Bank time to time.

Right of Set-off – Upon default of the Customer in the payment of any purchases and/or related interest charges, penalties or fees, any money, deposit or other property of any kind whatsoever of the customer in the custody of the Bank, in transit or in its possession, may without notice, be applied at its sole discretion, to the full or partial payment of the customer's and/or Co-Borrower / or Supplementary Cardholder/s or Guarantor credit obligations. The Customer irrevocably constitute/s and appoint/s the Bank as attorney-in-fact with full power and authority for the Customer's name and behalf but without the necessity of prior notice, apply monies, deposits or other property of any kind whatsoever, to the payment of the indebtedness of the Customer.

3.7 CP BANK Mobile Banking

This allows you to access your Account and some of our banking services made available in CP BANK Mobile from time

to time in a format that is easier to view and to take effective of transaction on your smartphone. For more detailed information about CP BANK Mobile, please refer to the FAQs available on our website <https://www.cambodiapostbank.com/banks/other-services>.

Key features of CP BANK Mobile include:

- a. View all your account and transaction details;
- b. Make local and international transfers;
- c. Card-less withdrawal
- d. Fingerprint / Face ID setup
- e. Enable and lock card
- f. Pay bills
- g. Create virtual Visa/MasterCard Debit card;
- h. Send money to ATM with E-Cash service; / Transfer to E-Wallet
- i. Open new CP BANK account; / Online CP Bank account opening
- j. Pay in-store or at online merchants with CP BANK Pay

For more details about CP BANK Mobile features and services, please see Appendix-A.

Customer(s) agree that the Bank has full accessibility and authority to customer's information and account(s) for enabling banking and/or other transaction(s) services of the customer through the Mobile Banking services.

Customer agrees that Bank may delay, block or refuse to process any transaction(s) without incurring any liability if the Bank suspects that: (i) the transaction(s) may breach any law in Cambodia or any other country (ii) the transaction(s) may directly or indirectly involve the proceed of or applied for the purpose of unlawful conduct.

The Mobile Banking Service, scope, feature and functionality may be varied, added to, altered, suspended or removed any part of or all of the Mobile Banking service by the Bank from time to time.

The customer agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without any prior notice to suspend the operation of the Mobile Banking service for updating, maintenance, and upgrading purpose or any other purpose whatsoever the Bank deems fit, and such event the bank shall not be liable for any loss, liability or damage which may be incurred as result by customer or any third party.

3.7.1 User Eligibility Criteria:

To use CP Bank Mobile Banking service, you must

- be CP BANK account holder
- have an eligible smartphone/device with a valid and active mobile phone number.
- have downloaded and installed CP BANK Mobile on your device using a valid phone number registered with CP BANK
- have activated the MB Services
- read and accept the terms and conditions of the usages; and
- acknowledge that CP BANK reserves the rights to reject your request for CP BANK Mobile activation without assigning any reason during the activation process.

3.7.2 Fees, Charges and Taxes:

- CP Bank does not currently charge you for the use/purchase of the Mobile Banking App or any updates or subsequent releases although we reserve the right to do so at a future date. Please make sure you understand the costs which will be charged to you by your mobile service provider both in your country or territory and if you access the Mobile Banking Services abroad.
- Fees and charges may apply when you make certain transactions or use specific products or services available in CP BANK Mobile in accordance with the Specific Terms and Conditions. You authorize CP BANK to debit from your account these fees and other applicable charges as described in the respective Specific Terms and

Conditions. CP BANK may introduce additional fees and charges for your use of CP BANK Mobile from time to time, and fees and other charges may also be changed by CP BANK from time to time. Details of CP BANK's current fees and charges are available at any branch or at CP BANK's website <https://www.cambodiapostbank.com/>. Before making any transaction, you agree to check the current fees and charges, and you agree to accept these fees and charges by making a transaction.

- You may incur charges from your mobile service provider for downloading, updating, and using CP BANK Mobile. Any such charges are your sole responsibility and any matters regarding these charges should be rightraised with your Mobile Operator. You should contact your Mobile Operator for more information on their fees and charges.
- You must pay all our charges, costs and expenses for providing the MB Services and any and all ancillary services in accordance with the scale of charges agreed from time to time between the parties and any other sums which you have agreed to bear under these MB Services Terms and Conditions. You shall make all payments under these MB Services Terms and Conditions free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future.
- You authorize CP Bank to debit such charges, costs, expenses and sums from any of your Account(s) with us (where applicable), even if such debiting may result in your Account being overdrawn. If such charges, costs, expenses and sums are debited from your Account denominated in another currency, you agree that we may convert the amount to be debited using our prevailing exchange rates. You undertake to execute and furnish us such additional written authority as we may require to effect such debiting.
- In addition, you will be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to us. If we are required by law to collect and make payment in respect of such tax, you will indemnify us against such payments.
- For any reasons, if any transaction cannot be processed completely and successfully before the relevant cut-off time on a business day (as notified to you from time to time), we reserve our right to cancel, rescind or modify the Transaction. You agree that you may be required to bear any loss, fees, costs, tax or charges arising from such cancellation, rescission or modification (including without limitation, cancellation or reversal cost of the Bank arising from any reasons) determined by the Bank in its sole discretion, and you hereby authorize us to carry out such deductions from any of your Accounts with us.

3.7.3 Limitations of Services:

- **Transaction Limits:** CP BANK reserves the right to set and change limitations on the transaction amount, condition, as well as transfer destinations and other matters at any time without giving prior notice as part of constant risk mitigation and compliance measures. For more details on transaction limits, please see Appendix-B.
- **Access Restrictions:** In order to prevent any possible risks, you will not be allowed to use CP BANK Mobile in the following situations:
 - make copies of, distribute, modify or reverse engineer the Mobile Banking App;
 - not using the App solely for the purpose of accessing and
 - not using the MB Services in accordance with any license, user guide or other documentation provided
- **Connectivity:** You also acknowledge any electronic platform is subject to risks associated with electronic systems, such as hardware or software or human failures, connectivity problems, computer viruses, system or power failures and other external factors beyond CP Bank's reasonable control. CP BANK shall not be liable to you for any incompleteness, unavailability, failure, interruption, suspension or delay in CP BANK Mobile (including the transmission of any alerts or Notifications or in receipt or execution of any Instructions) due to any such factors that are not under CP BANK's reasonable control. Please refer to clause 9 for more information on the limits of CP BANK's liability.
- **Maintenance of system:**

CP BANK may add or disable any features or suspend the operation of CP BANK Mobile or any its services at any

time if any threat is posed to any CP BANK Mobile related system or part of any system and for the purposes of carrying out periodic maintenance and administration tasks.

CP Bank will notify you of the preferred hardware and software requirements (including updates and/or patches that need to be installed) for accessing and using the MB Services from time to time (the "Requirements"). CP Bank will not be responsible for your failure to access or use the MB Services if your System or other facilities do not satisfy the Requirements. Bank may at any time upgrade or change the requirements by giving you at least one-month prior notice. You will, at your own cost and expense, make any necessary upgrade or change to your own system or other facilities to ensure continued access to and use of the MB Services. We may at your request inspect your System or other facilities to ascertain whether you satisfy the requirements, and you will be responsible for any costs reasonably incurred as a result.

CP BANK Mobile may have frequent releases in order to bring new features, improvements and updated operating systems. You must update and use only the most up-to-date version of the CP BANK Mobile. CP BANK may force its users to update CP BANK Mobile to the latest version for security and compatibility reasons. You might not be able to continue using an old version of CP BANK Mobile unless you update to the latest version.

3.7.4 Security

3.7.4.1 General Precautions: You will take all commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you and your mobile banking Account(s) (where applicable) provided to you pursuant to these MB Services Terms and Conditions.

- It is your responsibility to set up and maintain your own system and other facilities for accessing and using the MB Services and monitor/regularly review the adequacy of your system and other facilities, and security arrangements protecting such system and other facilities from unauthorized access or use
- You must comply with the instructions set out in the User Guide at all times.
- You must ensure your best endeavors to prevent any unauthorized use of, and access to CP BANK Mobile on your mobile and/or other device and to protect your Personal Information and Security Credentials at all times.
- You must not let any other person use your Security Credentials to access your account(s) or CP BANK Mobile on your mobile device;
- You must not let any other person unlock your mobile device or store their Biometric Identifier on CP BANK Mobile; and/or
- You must not leave your mobile device unattended while you remain logged in to your account(s) or CP BANK Mobile
- You must ensure that your Security Credentials to access CP BANK Mobile remain confidential to you alone and that you take all reasonable steps to prevent them from being disclosed. For example, you must: memorize your Security Credentials; not write down or save your Security Credentials anywhere in any form, including electronically, for example, in your mobile phone or device
- You must not disclose your Security Credentials to anyone (including the police, bank staff or your loved ones); and/or
- You must take care to ensure that no-one else can see you enter your Security Credentials.
- You must lock your mobile device or take other steps necessary to stop unauthorized use of CP BANK Mobile.
- You must notify CP BANK immediately by calling our Callcenter or our social media channel or nearest branches if your mobile device is lost or stolen or your PIN code has become known or may be known by another person; or if another person may unlock your mobile device and/or store their fingerprint(s) and other biometric identifiers on your mobile device if you have fingerprint identification enabled on CP BANK Mobile; or there has been unauthorized access to your account(s) accessible via CP BANK Mobile; or you notice that CP BANK Mobile is requesting you to re-activate

the application (which may indicate that CP BANK Mobile is being activated with your Security Credentials on another device).

- You must install only approved applications on your mobile device and you will not override the software lockdown on your mobile device (i.e., jailbreak or root your mobile device)
- You must promptly update, and keep updated, the operating system and security software for your mobile device when released by your mobile device manufacturer or mobile device operating system provider.
- You must not allow any other person to store their Biometric Identifier on your mobile device.
- Before you sell or permanently give your mobile device to any person, you must delete the CP BANK Mobile and any your Biometric Identifiers (e.g., Touch ID or Face ID) registered in the device.

3.7.4.2 Security Credentials

- CP BANK Mobile and its services require the use of Security Credentials that consist of Username and 6-digit PIN code.
- During the first activation of CP BANK Mobile, you must set up a secure and memorable Username and secret 4-digit PIN code that will be used to log on to CP BANK Mobile.
- Your secret 4-digit PIN must not be unsuitable by including any birth dates, months or years; sequential numbers (e.g. 3456); number combinations that may be easily guessed (e.g. 1111); parts of your telephone number; other easily accessible personal data (e.g., driver's license number, locker number or other numbers easily connected with you).
- In addition, you should consider using different codes to unlock your mobile device and other cards, bank services or equipment. We recommend you change your secure PIN on a regular basis.
- Requirements to joint-account holders:
 - i. Joint account holders of CP BANK using CP BANK Mobile are not permitted to share an CP BANK Mobile PIN. If each joint account holder wishes to use CP BANK Mobile, each of you must have their own CIF (Client Information) number and register separately for CP BANK Mobile.
 - ii. Joint-account holders can use their own profiles with joint-account details to activate CP BANK Mobile. The access rights on the joint-account will follow the joint-account mandate.
 - iii. During registration, each joint account holder will be required to enter their unique CIF number respectively.

3.7.4.3 Biometric Authentication (including but not limited to fingerprint and face)

- In order to use biometric/face ID credentials to access and/or approve transactions via and/or otherwise use of Mobile Banking Services, you shall have (1) activated the biometric/face ID authentication function on your Mobile Device; (2) registered your biometric/face ID credential on your Mobile Device; and (3) undergone a registration process to opt for biometric/face ID login of Mobile Banking Services. Upon activation of biometric/face ID login of Mobile Banking Services, all the biometric/face ID credentials stored on your Mobile Device will be used for authentication for login and/or approve transactions and/or other uses of the services.
- You acknowledge that only your biometric/face ID credentials are stored on your Mobile Device and you understand that upon the successful activation of biometric/face ID login of Mobile Banking Service, any biometric/face ID credentials that is stored on your Mobile Device can be used to access Mobile Banking Services including access to and/or initiate and/or otherwise carry out transactions relating to your Account(s).
- You as a user with an eligible mobile device may choose to enable biometric/face ID authentication to log on to CP BANK Mobile using a Biometric/face ID Identifier registered on your mobile device. CP BANK Mobile does not collect or store this Biometric/face ID Identifier, and it is stored on your mobile device.

- If you enable or use a Biometric/face ID Identifier to access CP BANK Mobile, you must ensure that your Biometric/face ID Identifier is the only Biometric/face ID Identifier stored on the mobile device you use to access CP BANK Mobile. However, if another person has stored their Biometric/face ID Identifiers on the mobile device you used to access CP BANK Mobile, it is in breach of the Specific Terms and Conditions, and you acknowledge that they will be able to access your Accounts including to view and conduct certain transactions on CP BANK Mobile and these transactions will be treated as having been authorized by you and conducted with your knowledge and consent.
- You should ensure the security of the password or code that a person can use to register, add or vary the biometric/face ID credential on your Mobile Device.
- You acknowledge that the authentication is performed by Mobile Banking Services by interfacing with the biometric/face ID authentication module on your Mobile Device and that you agree to the authentication process.
- You acknowledge and agree that, for the purposes of biometric/face ID login, Mobile Banking Services will be accessing the biometric/face ID credential registered on your Mobile Device, and you hereby consent to the Bank accessing and using such information for the provision of Mobile Banking Services.
- You understand that the biometric/face ID authentication module of your Mobile Device is not provided by the Bank, and the Bank makes no representation or warranty as to the security of the biometric/face ID authentication function of any mobile device and whether it works in the way that the manufacturer of the device represents;
- The Bank does not represent or warrant that biometric/face ID authentication will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that the Bank may offer from time to time;
- Unless a law prohibits the Bank from excluding or limiting the Bank's liability, the Bank is not liable for any loss you incur in connection with the use or attempted use of biometric/face ID login of Mobile Banking Services, or your instructions, or any unauthorized transactions through or in connection with biometric/face ID login of Mobile Banking Services or use of biometric/face ID credentials under this Clause; and
- You shall indemnify the Bank against all loss and damage which the Bank may incur in connection with any improper use of biometric/face ID login and/or transaction approval via Mobile Banking Services or such other use of biometric/face ID credentials under this Clause.

3.7.5 Assignment and Transfer

- Use of and access to the Mobile Banking Services is personal to you. You may not assign or otherwise dispose of any benefit which you may receive under these MB Services Terms and Conditions to any third party without our written consent. We may transfer any or all of our rights and obligations under these MB Services Terms and Conditions without your consent to any Bank Member. Once we notify you of the transfer, the transferee will assume all transferred rights and obligations from the date of the transfer.
- In addition, we may, without notice to you or your consent, delegate or sub-contract any rights or obligations under these MB Services Terms and Conditions to any third party, and appoint third party Providers, agents or sub-contractors to provide the whole or part of the MB Services.

3.7.6 Suspension or Termination of CP BANK Mobile

- Termination or Suspension of Access: Despite anything else in these MB Services Terms and Conditions and

without prejudice to any other rights or remedies which we may have under these MB Services Terms and Conditions or at law, we may without liability to you immediately terminate or suspend your access to the MB Services and/or stop the processing of any Transaction if we are of the reasonable view that it would be in our interest to do so, including where:

- You are in breach of these MB Services Terms and Conditions or any other agreement with us;
 - Your such action that is required to fulfil our legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or our internal policies and procedures;
 - You are insolvent, unable to pay your debts as they fall due, have a receiver, administrator or manager appointed over the whole or any part of your assets or business, make any composition or arrangement with your creditors or an order or resolution is made for your dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);
 - Any relevant license or authorization which is required in order for us to fulfil these MB Services Terms and Conditions, provide the MB Services or operate the system, is terminated or suspended;
 - You are or become subject to a regulatory investigation and/or legal proceeding whereby continuing to offer the MB Services to you is likely to raise reputational issues for us; or
 - Your such action is required in order to protect our System from harm, including from any form of denial of service attack or from viruses or malicious codes.
- We may, without giving any reason, modify, remove, suspend or discontinue the provision of the MB Services or the content or any channels through which the MB Services or the content are provided, whether in whole or in part. To the extent not prohibited by any law, regulation or our internal policy or procedure, we will, wherever possible, endeavor to provide reasonable notice to you regarding such modification, removal, suspension or discontinuance.
 - You may cancel CP BANK Mobile usage at any time by notifying CP BANK in writing or by phone. You will remain responsible for any transactions made on your account/s using CP BANK Mobile up until the time at which such cancellation becomes effective.
 - CP BANK may withdraw access at any time without giving prior notice, suspend and/ or terminate your access to CP BANK Mobile or to any its services for any reason, including (but not limited to) where CP BANK is of the opinion that you have acted in breach of the Specific Terms and Conditions
 - In case you change mobile device and wish to continue using CP BANK Mobile, you must download CP BANK Mobile on your new mobile device and follow the registration process. You may uninstall CP BANK Mobile from your existing device prior to, or during, the registration process for your new device.

3.7.7 Additional Specific Terms and Conditions

- **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and use of CP Bank Account and Mobile Financial Services to transmit transaction and non-transaction instructions to us and receive payment status, statements, and other information from us.
- **Acceptance of Inherent Risk:** You understand that any messages exchanged between us via systems are subject to risks. The following are given as illustrations including without limitation of the types of risks which you may encounter of using our mobile banking Service. You agree to accept the risks and agree that we are not responsible for any damages or losses result from service interruption from time to time due to related software, system, or equipment malfunction, updates, maintenance and repair of the network, or other reasons that are beyond our control. We reserve the right to suspend or interrupt Mobile Banking Service during any such time or unresolved period without notice, and this may impact your ability to use our Service and complete any transaction and non-transaction instructions or our ability to receive or handle the

instructions for the duration of such suspension or interruption.

- For the duration of Service suspension, you may use other banking channels, branches, or any other service channels to proceed with transactions or any related services.
- There is a risk that any network latency in Mobile Service may cause delays in transmission of messages beyond the applicable cut-off times and affect the completion time of any instructions. For example, the value-dating of your payment instructions may be delayed.
- Risk Disclosure: You agree that any Transactions that are entered into via your use of the Online Service or the use of APIs are subject to risks. Before considering any Transaction, you must consider whether the Transaction is appropriate in light of your objectives, experience, financial, risk management and operational resources and other relevant circumstances. Before entering into any Transaction, you should inform yourself of the various types of risks and the nature and extent of the exposure to risk of loss and you understand and are willing to assume the risks associated with such Transactions. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of entering into foreign exchange, treasury and derivative transactions.
 - Market Risk. There is a general risk of market failure which arises from political or financial or macro-economic developments. In particular, changes in exchange rate(s) can be unpredictable, sudden and large and may be affected by complex and interrelated global and regional political, economic, financial and other factors that (directly or indirectly) can affect the currency markets on which the relevant currency is traded.
 - Credit Risk. Any Transaction may subject to the credit risk of the Bank.
 - Legal and Enforcement Risks. There is a risk that default due to, for example, credit failure, will lead to consequential legal and enforcement problems.
 - Liquidity Risk. The benefits of customization in achieving particular financial and risk management objectives may be offset by significant liquidity risks.
 - Operational Risk. It is essential to ensure that proper internal systems and controls are sufficient to monitor the various types of risks which can arise and which can be quite complex.
 - Emerging Markets. Transactions involving emerging markets involve higher risk as the markets are highly unpredictable and there may be inadequate regulations and safeguards available to participants in such markets.
 - In addition, Transactions involving certain currencies may involve specific risk factors only relevant to such currencies and we may provide you with additional risk disclosure statements from time to time. You are deemed to have acknowledged the receipt of such risk disclosure statements and the relevant risks involved should you proceed to execute a Transaction with us.
 - You also acknowledge that trading on any electronic platform is subject to risks associated with electronic trading systems, such as hardware or software or human failures, connectivity problems, computer viruses and system or power failures.

3.8 CP BANK ATM / Debit Card

This allows customer to access their accounts 24 hours using Automated Teller Machine (ATM), Cash Deposit Machine (CDM) of the Bank or the other party's ATM/CDM as indicated time to time. The Bank reserve its right to cancel, replace, or refuse to issue new ATM/Debit Card without any reason and any prior notice to the customer(S).

The customer is required to notify the Bank immediately in writing/call to the Call Center if the password of mobile banking or ATM/Debit Card is known by any unauthorized person or any other person(s). ATM/Debit Card fees shall be charged as monthly or annually as determined by the Bank including but not limited to the new request, change and renew of ATM/ Debit Card. The fee charge as determined in this terms and conditions shall be varied from time to time as decided by the Bank without any prior notice.

3.9 Cash Deposit into Cash Deposit Machine

- Cash deposited through Cash Deposit Machines will only be credited to your Account when collected and verified by us (and, for cheques, when the cheques are cleared). You cannot withdraw or utilize the amount deposited until it is so credited. The customer advice issued by the CDMs upon acceptance of deposit is not binding upon us and our determination of the amount deposited shall be conclusive against and binding on you.
- You agree to have your name and list of your accounts disclosed on Cash-in machine screens after a QR code is scanned by CP BANK Mobile installed on your device.

3.10 CP BANK Pay (QR)

You agree to have your Account listed and displayed when you scan a QR code with CP BANK Mobile installed on your device. With certain validation, certain ineligible Accounts are not displayed for choosing.

4. Users Acknowledgement

4.1 Transfers

- Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this clause and the applicable provisions in the rest these MB Services Terms and Conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- Any instruction or request received by us, believed by us in good faith to be given by you or any person authorized by you, will be irrevocable and binding on you;
- You are also responsible for ensuring that each person authorized by you will comply with the provisions of this Clause that are applicable to him/her when acting on your behalf.
- For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of yourself, the recipient of any payment or funds transfer to be made by you, where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorized persons and representatives
- You understand and agree that the Customer Information may be further disclosed or transferred by us or any other Participants to their customers and any other third parties who are users of Mobile Banking Services for the purposes of providing and operating the Addressing Service and other services.
- If the Customer Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by us and the other Participants.
- When initiating any fund transfers, you will be required to provide certain information of the recipient, which will vary depending on the type of transfer.
- When making a transfer to a recipient with an CP BANK Account or Payment Service Providers (PSP's) wallet, CP BANK Mobile will display the name of the recipient for the sole purpose of assisting you in

identifying the recipient of the transfer only, and you agree not to share or disclose the recipient's name to any third-parties. In the event that you share or disclose the receipt's name to any third parties, you agree that you will be liable for any damage or loss suffered by us (including consequential loss and regulatory fines) which results from your sharing or disclosure of the recipient's name and Account number to any third party in accordance with clause 9 on obligations, liability and indemnity.

- You provide your express consent that CP BANK can disclose your name to any person attempting to initiate a fund transfer to you from their CP BANK Account or PSP's wallets to your CP BANK Account at that point in time that they input your Account number, even when the transfer may not be completed.
- Transactions involving transfer of funds between any Account or between any Account and other accounts of you and/or third parties held with us and/or with other banks can only be accepted if the necessary arrangements have been established by us. Wherever possible, such fund transfers shall be transferred on the same day or otherwise on the next business day at our discretion or on any other day specified by you and agreed by us.
- To help reduce the risks, we may set (and from time to time revise) limits on the transaction size, payee/ transfer destinations and other features of the bill payment/ fund transfer services and/or may set user requirements. You shall not issue (and we shall not be obliged to accept) Electronic Instructions to make payments/ transfer funds which (whether individually or in aggregate) fail to comply with the relevant limits specified by us from time to time. We shall not be liable to you for any loss or damage to you as a result of our non-acceptance of such Electronic Instructions.

4.2 Payment/ Purchase

- Any payment has been made by us pursuant to your Electronic Instructions, we shall be entitled, at any time, to: debit the Account (where applicable) with the amount paid by us; and/or dishonor or and/or reverse any other payment instruction from you if there are insufficient funds available in the Account.
- For any payment / purchase transaction made via CP BANK Mobile, you agree that we can disclose your name and payment details you made to Vendor or merchant in order to notify and assist them in identifying the transaction.
- If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you credit to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts we may notify to you from time to time.
- We may cancel or suspend a payment at any time without notice to the recipient. Under certain circumstances, CP BANK might not be able to cancel a payment or purchase immediately as requested by payer. As required by applicable law or under legal arrangements, you will be informed through different means (including Notification) of payment failure or cancellation in different stage of reconciliation. You are obliged to review and acknowledge such cancellation.

4.3 Bill Payment and Fund Transfers

- You may from time to time instruct us to effect payment to merchants, government, charity organizations or any other third parties as pre-defined by us from time to time for bill payment on the date as specified by you subject to acceptance by us. You acknowledge that the crediting of payments using the bill payment service to the payee will be subject to the minimum turnaround times prescribed by us from time to time. You agree that we may provide a report (on a daily or other regular basis) to each payee participating in the bill payment program. The report will list all the users

of the service who have made payments to that payee and the respective amounts paid by each of them and credited into that account of the payee in each day.

4.4 Refunds

- Once a refund on a transaction is made, it cannot be reversed and you may not make more than one refund per transaction notwithstanding that the refund may not be for the full amount;
- You may perform multiple partial refunds in respect of a transaction but the aggregate of such refunds shall not exceed the full amount of that transaction.
- Refunds must be made to the bank account of your payers from which the initial payment was made.
- You acknowledge that refunds cannot be made to a payer if the account which the payer's payment originates is closed, frozen or suspended for any reason whatsoever; the outlet from which the refund is to be made has been de-registered; your use of the CP Bank Mobile Banking Service has been terminated and/or suspended; and/or we are prevented from processing your refund so as to keep to any regulatory, legal, court or statutory requirement, request or order.

4.5 Exchange Rate

- You agree that the exchange rate and calculation presented in CP BANK Mobile is for general reference only, and you understand that the exchange rate in CP BANK Mobile may not be presented in real-time, and the exchange rate applied to you in your actual transaction may be different than exchange rate presented in CP BANK Mobile.
- You authorize us to debit any charges, costs, expenses and sums from any of your Account(s) with us (where applicable). If such charges, costs, expenses and sums are debited from your Account denominated in another currency, you agree that we may convert the amount to be debited using our prevailing exchange rates. You undertake to execute and furnish us such additional written authority as we may require to effect such debiting.

4.6 Notifications

- **Provision of Electronic Advice:** We may allow you to receive requested prompts or notifications in respect of certain Content from time to time (the "Electronic Advice"). Such Electronic Advice will be transmitted to you using such mode of delivery as we may determine from time to time. You will be responsible for any charges incurred in respect of your receipt of such Electronic Advice. Although we will put in place reasonable safeguards, we do not warrant the security of any Electronic Advice transmitted to you and you accept the risk of the Electronic Advice being accessed by unauthorized third parties.
- **SMS Notification:** You agree that, by registering for CP BANK Mobile, CP BANK may send or be requested to send an SMS to your mobile device. CP BANK is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMSs and their content as a result of your negligence. You may incur charges from your Mobile Operator as a result of using CP BANK Mobile or SMSs. Any such charges are solely your responsibility.

- In-App Push Notification: You agree to receive alerts or Notification for your CP BANK Account for certain Transaction or formarketing communications or announcements from CP BANK.

5. Obligations, Liability and Indemnity

- All information that you provide to us in connection with the Account and MB Services (including your particulars and those of your Users) is complete, true and accurate;
- You are (i) validly existing; (ii) not insolvent; and (iii) legally capable of entering into and performing your obligations under these Account and MB Services Terms and Conditions and any applicable laws;
- You have satisfied all conditions and performed all actions required to be taken in order to (i) enable you to lawfully enter into and perform your obligations under these Account and MB Services Terms and Conditions and any applicable laws; and (ii) ensure that those obligations are valid, legally binding and enforceable.
- Compliance with Legal Obligations: We can act in compliance with any order of court, judgment or arbitral award served upon us in relation to any transaction, without your approval. We may act pursuant to the advice of counsel with respect to any matter relating to these MB Services Terms and Conditions and are not, to the maximum extent permitted under applicable law, liable for any action taken or omitted in accordance with such advice.
- Liability Arising from Compliance with Legal Obligations: In addition, we are not liable for any loss, liability, delay or cost incurred by you because of us taking such action as is necessary to comply with legal or regulatory obligations in the jurisdiction.
- You must not use CP BANK Account and Mobile Banking for any purpose other than to undertake legitimate banking enquiries or transaction on accounts you are legally entitled to operate in accordance with the specific terms and Conditions and the terms and conditions applicable to you.
- You must not use CP BANK Account and Mobile Banking for prohibited business activities.
- You must not act fraudulently or maliciously in relation to CP BANK Account, Mobile or software. As examples, you must not copy, modify, adversely affect, reverse engineer, hack into or insert malicious code into CP BANK Mobile or software.
- If you use photos to personalize your accounts that can be accessed using CP BANK Mobile, you warrant that the photos used by you do not contain content which is offensive or illegal, or would be considered unacceptable for viewing by a person under 18 years old; and you took the photo (or are the owner of the copyright in the photo).
- You acknowledge that you are responsible for and must take all reasonable care to ensure that information you supply via CP BANK Mobile is true, complete, accurate and up-to-date.
- Information Requests: You must promptly make available to us and/or to any relevant regulatory authority any information and/or documentation (a) we may reasonably request in order to fulfil our legal or regulatory obligations or any requirements which we need or agree to comply with from time to time or (b) requested by any relevant regulatory authority. You must provide upon our reasonable request such assistance or cooperation as we may require in connection with any investigation or dispute resolution process.
- Conduct of Audit: We reserve the right to inspect and conduct an audit to ensure that you have complied

with your obligations under these Account and MB Services Terms and Conditions and you must forthwith comply with such requests and render all necessary help to us. If any non-compliance is discovered as a result of such audit, you will be responsible for any costs reasonably incurred in respect of the conduct of the audit and any rectification action

- Governing Law and Submission to Jurisdiction: These Account and MB Services Terms and Conditions and any obligations arising therefrom are governed by the laws of the Jurisdiction. Unless we elect otherwise in writing, all disputes arising from or pursuant to these Account and MB Services Terms and Conditions shall be resolved before the courts of the Kingdom of Cambodia, and you agree to submit to the jurisdiction of such courts.
- We may suspend your or any User access to or use of any EB Services where such action is required to fulfil our legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or our internal policies and procedures.
- You must use the Bank Services in a responsible manner. You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures.
- Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this Clause and the applicable provisions in the rest these Account and MB Services Terms and Conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- Without reducing the effect of any indemnity given by you under these Account and MB Services Terms and Conditions or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services.
- The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or willful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services
- CP BANK will not be liable for any loss arising from your use of CP BANK Account, Mobile Banking, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your mobile device other than those available from the Apple App Store or Google Play market, or if you have caused or contributed to that loss, for example, by failing to comply with any of the Specific Terms and Conditions or other applicable terms and conditions. It is your choice to download and install CP BANK Mobile. To the extent permitted by law, CP BANK accepts no liability for any loss or consequences to you whatsoever that result from this decision, including in the event CP BANK refuses or fails to process a transaction request or delays in doing so.
- To the extent permitted by law, we will not be liable to you for any direct or indirect costs, losses, damages or other liabilities resulting from your use of any service provided through CP BANK Mobile; your failure to comply with the Specific Terms and Conditions; any delay or loss of access to, or use of any Mobile Operators at any time; any fault or error in the design, content or engineering of any Mobile Operators that is reasonably beyond our control; malfunction of any equipment or system, or any telecommunications link

failure; or any cause or event reasonably beyond our control.

- CP BANK has no authority to act for or to incur any obligation on behalf of any Mobile Operator;
- CP BANK is at no time acting as an agent or partner of any Mobile Operator in providing any mobile service and no representation is made or given by CP BANK that any such relationship exists.
- You acknowledge that any unauthorized reproduction by you of any proprietary information provided or available via CP BANK Mobile or any portion of it may result in legal action being taken.
- You will be liable for any loss suffered by us (including consequential loss) which results from your fraud or negligence, or your violation of the Specific Terms and Conditions. You will be liable for any loss suffered by us which results from the unauthorized access to or use of any service available in CP BANK Mobile and to which you have contributed by your failure to comply with the Specific Terms and Conditions. This includes if you select an unsuitable PIN code; fail to reasonably safeguard your PIN; fail to disable biometric/face ID authentication on CP BANK Mobile when you know or suspect another person can unlock your mobile device or has stored their Biometric/face ID Identifier(s) on your mobile device; fail to verify the recipient information before completing any transfer or payment to which lead to either direct or indirect loss; or you unreasonably delay notifying us of: (i) the loss or theft of your mobile phone or device or Security Credentials; (ii) the actual or suspected disclosure to any other person of your PIN code; (iii) when you know or suspect that another person may be able to unlock your mobile device and/or store Biometric Identifier(s) on your mobile device and you have biometric authentication enabled on CP BANK Mobile; or (iv) that there has been, or you suspect there has been unauthorized access or activity through CP BANK Mobile.
- You will not be liable for any loss caused by us acting fraudulently or negligently; or a fault occurring in the machines or systems used as part of the CP BANK Mobile system unless such fault is obvious, or you have been advised of such fault by a message or notice on display and the loss occurred after such notification.

6. Disputes and Resolutions

- **Governing Law and Submission to Jurisdiction:** These Account and MB Services Terms and Conditions and any obligations arising therefrom are governed by the laws of the Kingdom of Cambodia. Unless we elect otherwise in writing, all disputes arising from or pursuant to these Account and MB Services Terms and Conditions shall be resolved before the courts of the Jurisdiction, and you agree to submit to the jurisdiction of such courts.
- Any dispute arising out of or in connection with the Specific Terms and Conditions, including any question regarding its existence, validity, performance or termination, shall be referred to and finally resolved by arbitration in the Kingdom of Cambodia in accordance with the Arbitration Rules of the National Commercial Arbitration Center (“NCAC Rules”) being in force at the time of commencement of arbitration and by reference in this clause the NCAC Rules are deemed to be incorporated as part of this contract. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English/Khmer. The Specific Terms and Conditions are governed by the laws of Cambodia.
- CP BANK has no liability for any purchases or payments made by Scan QR service or other payment options presented in CP BANK Mobile if there is any defect or deficiency in the provision of the goods or services; or you decide you no longer want the goods or services. Any such dispute is to be resolved between you and the merchant or Vendor directly.
- You are responsible for exercising reasonable care and be aware of the risks of paying for goods and services in advance of receiving them. You should consider the standing of the person or entity you are doing business with, including when purchasing goods or services that are not face-to-face.

- Even if you have a dispute with a merchant or vendor, you must still pay all amounts due to us.

7. Disclosure of Account Information and Personal Data

- **Protection of Confidentiality:** We will take all commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you and your Account(s) (where applicable) provided to us pursuant to these MB Services Terms and Conditions.
- You acknowledge and agree that we and our officers, employees and agents are authorized to provide or disclose any information whatsoever relating to you, your use of the Account and MB Services, the Transactions and your Account(s), including Personal Data to any Provider; Bank Member; prospective or actual successor, assignee or transferee of, or participant in, any of our rights or obligations under these Account and MB Services Terms and Conditions; person to the extent necessary for the purpose of giving effect to any Electronic Instructions; person to the extent necessary for complying with applicable laws and regulations or with any order, directive or request in any jurisdiction which we are required to, or which we in good faith believe that we should, comply with, including in relation to alleged money laundering, terrorism or other illegal activities; or any Person where we in good faith deem it reasonable to disclose, (collectively, the "Recipients").
- You acknowledge and agree that we (and each of the Recipients) can use, hold and disclose any Personal Data provided pursuant to your and each User's access to and use of the Account and MB Services in connection with the following purposes and for any and all of the purposes:
 - the provision of Account and MB Services and for any other purpose connected with your or your Users' access to or use of the Account and MB Services;
 - the notification of relevant products or services to you unless you have told us that you do not wish to receive such marketing materials or notices;
 - the monitoring and analysis of Accounts and positions;
 - the assessment and determination of Account criteria, status, credit limits and credit decisions;
 - the carrying out of statistical and other analysis;
 - the monitoring and enforcement of compliance with these Account and MB Services Terms and Conditions;
 - to comply with applicable laws, including anti-money laundering and anti-terrorism laws
 - as part of satisfying CP BANK's KYC (Know Your Customer) requirements, CP BANK Mobile may collect Personal Information from you; you provide warrantee and assurance that Personal Information disposed by you through CP BANK Mobile are true, complete, and up-to-date. Further, you acknowledge and agree that failure to provide up-to-date Personal Information required by CP BANK Mobile will result in certain inconveniences and restrictions of access to CP BANK Mobile's features.
 - Personal Information collected as part of your identity can be held by CP BANK for the purpose of enabling you to use the services provided by CP BANK;
 - CP BANK can collect any information on your usage behavior for the purpose of security enhancements and user experience improvements;
 - CP BANK may require that location tracking be enabled on your mobile device so that some specific features in CP BANK Mobile can work.
- CP BANK may also be required under certain legislation to disclose your Personal Information and confidential information relating to the operation of your Account, and you expressly consent to and agree to such disclosure.
- You provide your consent and agree that CP BANK will be collecting your information to include it in the Credit Reporting System (CRS) regulated by National Bank of Cambodia as deemed necessary. The information collected will be used for the evaluating credit worthiness, and it will be shared with other creditors participating in the CRS under the rules established in the Prakas on Credit Reporting and in the code of

conduct. If you want to access or correct your information, you may send a written request to the Credit Reporting System Service Provider (CRSP) with a proof of your identity and you will receive a response from the CRSP.

- You provide your consent and agree that CP BANK may share the collected personal information with third parties including but not limited to the CRSP to comply with a legal obligation and for the purposes established under the Prakas on Credit Reporting, when CP BANK believes in good faith that an applicable law requires it, at the request of governmental authorities pursuant to applicable law, to verify or enforce our contractual rights or other applicable policies, to detect and protect against fraud, or any technical or security vulnerabilities, to respond to an emergency, and/or so that third parties, such as third party payment processors, can provide services necessary for CP BANK to provide any services under the Specific Terms and Conditions. If there is any breach of your information by a third party, you agree to release CP BANK from any liability and pursue any legal action against such third party.
- You acknowledge and agree that the third parties including but not limited to the CRSP will be responsible for the collection, processing and dissemination of the data. You are entitled to access your information and data and complain to obtain the correction or deletion of such data when there is adequate reason in line with the procedures established under the Prakas on Credit Reporting and /or the code of conduct.

8. Intellectual property rights & confidentiality

- **No Rights Transferred:** You acknowledge that, except as expressly provided under these Account and MB Services Terms and Conditions or other agreements between the parties, you do not acquire any proprietary or intellectual property rights in any Content, information, data, software or other materials provided by us in connection with the Account and MB Services (including the User Guide and the Security Mechanism). To the extent that you may acquire any such rights, you agree to (a) transfer and assign these rights to us, and (b) sign any additional documents we may require to effect this.
- **Confidentiality of Data Transmitted:** Any data, information or message transmitted to you through our System and/or via the MB Services is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message (and all copies).
- **Confidentiality of Other Information:** You must keep, and must procure that any Person given access keeps, confidential all information about the MB Services, our System, the Security Mechanism, the Security Code, any Content and the User Guide. You may only disclose such information to only the allowed and legitimate Users to the extent strictly necessary for the proper use of the MB Services.
- CP BANK owns or has obtained a valid license to use all intellectual property used in connection with the provision of CP BANK Mobile. Information provided to you as part of CP BANK Mobile may only be used for personal use and reference only and may not be reproduced, distributed or transmitted to any person or incorporated into any other document without CP BANK's prior written consent.
- **Restriction on Copying.** You must not permit any Person to make copies of all or any part of any User Guide other than for the purpose of your own access or use of the Account and MB Services.

9. Amendments

CP BANK has privileges to revise this Terms and Conditions at any time without any prior notice to customer. However, CP BANK will always give you a reasonable notice period required by applicable law

and communicate these changes, either by direct communication, by display in CP BANK's branches, by notice in the media (including public notices), by notice on CP BANK's website or any other method of electronic communication used by you.

APPENDIX-A

List of key services and functions available on CP BANK Mobile as of January 31st, 2023

ACCOUNT

Under the Account section, a user can see all Accounts existing with CP BANK and can access the following features and services:

- See all Accounts (Deposit, loan and Credit card)
- See the Account balances
- Overview of transactions history

CARDS

CP BANK Mobile user can view all available CP BANK physical and virtual cards including ATM, VISA and access to the following relevant features and services:

- See list of all available cards
- See all card related transactions under linked Account
- Manage and control transaction limits of the card
- Block or unblock card whenever needed
- Activate newly issued physical card
- Credit Card repayment
- Set PIN

FUND TRANSFER

CP BANK Mobile users can make various type of local and international transfers instantly in 24/7 mode:

- Transfer to Own account
- Transfer to any other CP BANK account
- Transfers money between CP BANK account and local e-wallet Wing
- Local bank transfer via FAST
- Local bank transfer via RFT
- Local bank transfer via Bakong

TOP UP

User can access and pay to all mobile operation for free. User can also perform Mobile top-up and generate PIN Code for mobile top up to share with their family and friends.

PAYMENTS

User can access and pay to a wide range of popular service providers under the following categories for free:

- Utilities Bill including Electricity, Water supply and Waste management.
- Education
- Insurance
- Credit card bill

CASH OUT

Cash out is one of the unique services that allows users to withdraw money to any CP BANK ATM in either USD or KHR currency and withdraw it without a card.

SCAN QR

With Scan QR feature, a user can scan QR codes to process the following transactions:

- Pay with QR at online or in store merchants who accepts CP BANK PAY and Bakong

VIRTUAL CARD

Using this option customer can create virtual card and also top up the virtual cards

e-WALLET TOP UP

Using this option customer can top up Bakong e-Wallet and Wing e-Wallet

CP BANK PUSH NOTIFICATION

User receives instant Notification of financial transactions or fund movements under user's account or card. The Notification message appears as a pop-up on the screen instantly after each transaction is made.

CONTACT US

Under this function a user can contact CP BANK's Customer Support Center 24/7, quick access to CP Bank website.,.

CP BANK LOCATION

User can access to interactive map where can be found locations of all CP BANK Branches, ATM's and Cash-in kiosks.

EXCHANGE RATES

This section shows the exchange rates for all popular currencies in Cambodia.

ACCOUNT OPENING

This section provides quick link to open on-line accounts in CP Bank.

SETTINGS

User can view personal information and manage other settings in the application such as change PIN, enable Face-ID, notification set up, manage beneficiary list etc.

APPENDIX-B

List of transaction limits and fee charges in the CP BANK Account and Mobile application as of January 31st, 2023

Transaction and Fee Charge

No	Transaction type	Number of transaction	Amount	Fee
		Normal & VIP	Normal & VIP	
1	Mobile Topup	50	1USD-1,000USD/day or equal	Free
2	Bill Payment	50	1USD-50,000USD/day or equal	Free
3	Phnom Penh Solid Waste Collection	50	1USD-50,000USD/day or equal	300KHR or 0.8USD or 3THB
4	Purchase PIN code (topup)	50	01USD-1,000USD/day or equal	Free
5	Intra-bank Own Account Transfer	20	01USD-200,000 USD/day (50,000USD/txn) or equal	Free
6	Intra-Bank Account Transfer	20	01USD-200,000USD/day (50,000USD/txn) or equal	Free
7	Inter-Bank Account Transfer (Fast System)	20	>= 10,000 KHR to <= 4,000,000KHR	4 000 KHR
			>4,000,000 KHR to <= 20,000,000KHR	8 000 KHR
			>20,000,000KHR to <=40,000,000 KHR	12 000 KHR
8	Topup Wing wallet	20	1USD-5,000USD/day (1,000USD/txn) or equal	Free
9	Topup Bakong wallet	10	01USD-10,000USD/day 2,500USD/txn or equal	Free
10	Inter-Bank Account Transfer (Bakong)	10	1USD-50,000USD/day (10,000USD/txn) or equal	Free
11	Credit Card Pyament	20	1USD-10,000USD/day (2,500USD/txn) or equal	Free
12	Cash out via ATM	20	1USD-10,000USD/day (5,000USD/txn) or equal	Free
13	Topup Virtual Card	20	1USD-2,500USD/day	Free
14	Create Virtual Card	20	01USD-2,500USD/day	Free
15		20	≤4 M KHR or 1.000 USD or equal	3.000KHR or 0,76USD

	Inter-Bank Account Transfer(Retail Pay)		>4 M KHR or 1.000 USD and ≤20 M KHR or 5.000 USD or equal	6.000 KHR or 1,51 USD
			>20 M KHR or 5.000 USD and ≤40 M KHR or 10.000 USD or equal	9.000 KHR or 2,31 USD
			>40 M KHR or 10.000 USD and ≤100 M KHR or 25.000 USD or equal	12.000 KHR or 3,06 USD
			>100 M KHR or 25.000 USD and ≤200 M KHR or 50.000 USD or equal	15.000 KHR or 3,81 USD
16	Transfer to non-bank account (Retail Pay)	20	≤4 M KHR or 1.000 USD or equal	3.000KHR or 0,76USD
17	Bakong QR Payment	20	01USD-10,000USD/day 2,500USD/txn or equal	Free

PAYMENTS

No	Transaction type	Number of transaction	Amount	Fee
1	Utilities (EDC)	50	\$50,000 or equal per day	Free
2	Insurance	50	\$50,000 or equal per day	Free
3	Education	50	\$50,000 or equal per day	Free
4	Phnom Penh Solid Waste and Other Bills	50	\$50,000 or equal per day	KHR300 or 0.80USD or 3THB