

TERMS & CONDITIONS

Terms and Conditions for RHB Now Internet Banking and/or Mobile Banking

These terms and conditions govern use of Internet Banking and/or Mobile Banking Service (hereinafter referred to as "the Services") to its eligible customers, in order to enable them to electronically access and use their Accounts and other banking facilities, products and services as made available by RHB Indochina Bank Limited (hereinafter referred to as "RHB Bank") via www.rhbnow.rhbgroup.com/kh (hereinafter referred to as "the Website").

By successfully registering as RHB Internet Banking or RHB Mobile Banking user and accessing to the Services, it will be your acknowledgment and agreement that these terms and conditions are binding on you and constitute an agreement between you, the Customer, and RHB Bank (as defined in clause 1.17 below) for such access and/or use.

These current terms and conditions supersede any previous terms and conditions you may have received or accessed to date via the website and/or mobile devices. Your continued use and/or access of the services will be deemed to be your acceptance of these current terms and conditions.

This Agreement is to be read in conjunction with any other terms and conditions of each and specific product and service which RHB Bank may prescribe from time to time. Terms and conditions of each and specific product and service are herein incorporated by reference.

1. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:

- 1.1 "Access ID" means any one of the following:-
 - a. your ATM Card / Debit Card number; or
 - b. your credit card number; or
 - c. any other access identification number allocated to you by RHB Bank.
- 1.2 "Account(s)" means any one or more of your accounts held with RHB Bank which includes your savings, credit, current, fixed deposit, loan or any other account that may be accessed through the Internet Banking Services and/or Mobile Banking Services under the Websites as may be determined by RHB Bank from time to time.
- 1.3 "Application" is referred the application to be installed to the user's mobile device; subject to the necessary changes being made in construction, and as amended by these terms and conditions.
- 1.4 "ATM" means any of RHB Bank Automated Teller Machines, wheresoever situated.
- 1.5 "ATM PIN" means your personal identification number selected by you through any ATM in accordance with the subscription procedures to the ATM Services.
- 1.6 "Business day" means any day which RHB Bank is open for business in Cambodia.
- 1.7 "Content" means any and all materials, information, graphics, texts, images, links, advertisements and data appearing or contained in the Website.
- 1.8 "CVV2/CVC2" means the 3 digits numbers stated behind your RHB Bank Credit/Debit Card.
- 1.9 "Identifiers" means your Access ID, Username, Password, Secret Word, One-Time Password (OTP), Security Code and any one or more of the same.
- 1.10 "Internet Banking Services" means the products and services provided by us to you through the Internet via our Website in accordance with these Terms and Conditions or any other rules and regulations determined by RHB Bank.
- 1.11 "Link" means a link which is marked as a highlighted word, a different coloured word and/or a graphic (e.g. a trademarked logo or a button) on the Website which alerts the user of the Website to the existence of a link to another page on the Internet or World Wide Web on a site other than the Website.
- 1.12 "Mobile Banking Services" means the Internet Banking Services offered by RHB Bank, the services of which may be accessed by you via Internet/GPRS/3G or any other electronic medium approved by RHB Bank in accordance with terms and condition or any other rules and regulations determined by RHB Bank.

- 1.13 Mobile device means the mobile device or such other communication device which is used to access the Mobile Banking service.
- 1.14 "One Time Password (OTP)" means the unique alphanumeric code that is only valid for a single transaction when you perform any high risk transaction. The OTP will be sent together with Security Code via SMS to your registered handphone number. You have to make sure that the Security Code displayed on the Confirmation Page is an exact match with the Security Code sent via SMS before entering your OTP to complete the transaction.
- 1.15 "Password" means the string of alphanumeric characters selected by you which, being unique to you and known only to you and RHB Bank's computer system, authenticates your SignOn ID whenever you access the Internet Banking Services and/or Mobile Banking Services and together with your SignOn ID constitutes the other part of your electronic signature.
- 1.16 "Personal Financial Management (PFM)" means application that is offered to eligible customer to assist them to plan and manage your financial. PFM is able to categorize transactions and add accounts from multiple institutions into a single view which will includes data visualizations such as cash flow, spending trends, goals, net worth, and debt management.
- 1.17 "RHB Bank" means RHB Indochina Bank Limited (Company No: 00001812), a public limited company incorporated under the laws of the Kingdom of Cambodia and licensed to undertake banking business by the National Bank of Cambodia, having its registered office at No. 263, Preah Ang Duong Street, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia.
- 1.18 "Service" or "Services" means the products and services provided by us through the Internet via our Website and/or Internet Banking Services offered by RHB Bank which may be accessed by you via internet/GPRS/3G or any other electronic medium approved by RHB Bank in accordance with the terms and condition or any other rules and regulations determined by RHB Bank.
- 1.29 "Service Provider" means the service provider for the PFM Services.
- 1.20 "Secret Word" means the string of alphanumeric characters selected by you which, being unique to you and known only to you and RHB Bank's computer system, will be displayed on screen after you have entered your Login Username. This is the mutual authentication function used by RHB Bank to verify that the login page is from a genuine RHB Bank's site.
- 1.21 "Security Code" means the unique 6 digit code that will be displayed on the 'Confirmation Page' for any high risk transaction and will also be sent via SMS to your registered handphone number. You have to make sure that the Security Code displayed on Confirmation Page is an exact match with the Security Code sent via SMS.
- 1.22 "Standard Terms" means RHB Bank's existing standard terms and conditions governing RHB Bank's usual Accounts, products, services and items, whether or not such products, services or items are accessed or offered through or in the Internet Banking Services and/or Mobile Banking Services.
- 1.23 "Terms and Conditions" means these Terms and Conditions For Access and Use of the Internet Banking Services and/or Mobile Banking Services as modified from time to time.
- 1.24 "Username" means the name made up of a string of characters selected by you which, being unique to you, constitutes one part of your electronic signature hereunder and is the only means by which to allow RHB Bank's Internet Banking system to identify you and your Account(s) when you access the Internet Banking Services and/or Mobile Banking Services"
- 1.25 Use of the expressions "we", "us" "RHB" and "our" means RHB Bank.
- 1.26 Use of the expressions "you", "your" or "yourself" means respective RHB Bank's customer in whose name one or more account is held by RHB Bank and each person who uses or is authorized to use a sign on ID, Internet Banking and/or Mobile Banking password or other means of access as may be established or approved by RHB Bank.
- 1.27 "Website" means RHB Bank's website at <http://www.rhbgroup.com/cambodia>

2. Getting started to enroll and access to RHB Internet Banking and/or Mobile Banking

- 2.1 Subject to the terms and conditions herein, RHB Internet Banking and/or Mobile Banking is made available for application and enrolment to any customers who already have an existing savings/current account and/or debit/credit card account with RHB Bank and which account is valid whenever the Service is accessed and/or used, performing a one-time online registration at the Website to start using the Services. Notwithstanding the above, we may at our absolute discretion refuse registration to any first-time access customer and/or change the eligibility criteria above without giving any reason.
- 2.2 For online registration at the Website to use RHB Internet Banking service, an Access ID and its required information such as ATM/Debit Card PIN or Credit Card CVV2 will be required. Thereafter, you will create your own Username, Password and Secret Word to access the Services.
- 2.3 Upon successfully registering with RHB Internet Banking; you may use the same SignOn ID and Password to access Mobile Banking.
- 2.4 Upon enrollment and accessing Mobile Banking, you shall be deemed to have read, understood and agreed to be bound by the terms and conditions and you further acknowledge and accept all inherent risks associated in conducting any transactions over the Internet/GPRS/3G or such other electronic medium approved by RHB Bank.
- 2.5 All your Accounts (including your joint accounts) that are linked to an Access ID will be automatically linked and accessible under the Services via your Username, subject to a maximum number of Accounts as may be prescribed by RHB Bank from time to time. You may initiate to link new Accounts to or delete existing Accounts from your Username by using the 'Manage Account' function made available via Internet Banking. You understand and acknowledge therefore that you will strictly observe your obligations under Clauses 4 and 6 hereunder, and that RHB Bank shall not be responsible for any loss or damages suffered by you howsoever arising from your non-observance thereof. Further, notwithstanding anything herein to the contrary, and notwithstanding your personal compliance with the subscription procedures of the Services, RHB Bank is entitled (but is not obligated) to restrict your access to the Services until RHB Bank has received the written consent of your joint accountholder (if applicable) for your access to and use of the Services.
- 2.6 You are required to provide, true, accurate current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate, and to notify us in the event that they have changed, and that RHB Bank shall not be responsible for any loss or damages suffered by you howsoever arising from your non-observance thereof. Further, notwithstanding anything herein to the contrary, and notwithstanding your personal compliance with the subscription procedures of the Services, RHB Bank is entitled (but is not obligated) to restrict your access to the Services until RHB Bank has received the written consent of your joint accountholder (if applicable) for your access to and use of the Services.

3. Services (includes all Fund Transfer services, Bill Payments, Prepaid Reloads, Viewing of Accounts etc)

3. You must keep your Accounts in sufficient funds to enable RHB Bank to complete any instructions to debit your
1 account and effect a transfer of funds.
 - 3.1.1 Services offered by RHB Internet Banking
 - Transfer between your own accounts (including joint accounts)
 - Transfers to a third party (Open and Favorite Transfer)
 - Bill payments (Open and Favorite Payment)
 - Prepaid Services (Open and Favorite Prepaid Reload)
 - Foreign Telegraphic Transfer
 - Interbank Transfer (Open and Favorite Transfer)
 - Fixed Deposit (Placement, Upliftment, Withdrawal)
 - Cheque Management
 - eStatement (eStatement Management and View eStatement)
 - 3.1.2 Services offered by RHB Mobile Banking
 - Transfer between your own accounts (including joint accounts)
 - Transfers to a third party (Favorite and Open Transfer)
 - Bill payments (Favorite and Open Payment)
 - Prepaid Services (Favorite and Open Prepaid Reload)
 - Interbank Transfer (Open and Favorite Transfer)
 - E-Wallet Top Up

Note:

1. Favourite transfers in RHB Mobile Banking ONLY, set up is done via RHB Internet Banking
 2. Open transfer, payment and reload only available on iOS platform (iPhone & iPad).
3. The transaction types and its respective current limits imposed by RHB Internet Banking and/or Mobile Banking are as follows:-

Transaction	Default Limit (KHR)	Allowed Limit Change (KHR)	Default Limit (USD)	Allowed Limit Change (USD)
Own Account Transfer	No limit	0 - No limit	No limit	0 - No limit
Other RHB Account Transfer	40,000,000	0 - 200,000,000	10,000	0 - 50,000
Interbank Transfer	40,000,000	0 - 200,000,000	10,000	0 - 50,000
BillPay To Own Account	No limit	0 - No limit	No limit	0 - No limit
BillPay To Other Biller	2,000,000	0 - 4,000,000	500	0 - 1,000
Reload	400,000	0 - 400,000	100	0 - 100
Foreign Telegraphic Transfer	20,000,000	0 - 40,000,000	5,000	0 - 10,000
Other Remittance -FAST	40,000,000	0 - 40,000,000	10,000	0 - 10,000
E-Wallet Top Up	10,000,000	0 - 10,000,000	2,500	0 - 2,500
RHB Pay Anyone™	4,000,000	0 - 4,000,000	1,000	0 - 1,000

3. The operation of the above limits is subject always to the availability of funds in your account(s), and RHB Bank hereby reserves the right to vary such limit by giving notice to you from time to time hereafter.

3.3.1 RHB Bank will not be liable for any delayed or failed funds transfer. It is recommended that you allow a reasonable period of time for RHB Bank to effect your bill payments / funds transfers / remittances and / or notify you of any problem or restriction in effecting the same. RHB Bank will only be liable for funds transfers that it has confirmed in writing to you to have been effected.

3.3.2 RHB Bank shall be at liberty on your behalf to make use of any independent third parties in any issuance of demand drafts, cashier's orders or in effecting any other type of remittance (such as IBG Fund Transfer and RHB-PayPal services) and shall not assume any liability for any delay, non-remittance or non-receipt of such proceeds arising on the part of such independent third parties.

3.3.3 RHB Bank shall at its absolute discretion determine the order or priority of funds transfers instructed by you, and may at its absolute discretion use your overdraft facility (if applicable) to effect such funds transfers instead of another Account (if unspecified by you), and may subsequent thereto transfer funds from any of your Accounts to cover any overdrawn amount in your current account. In addition, RHB Bank shall be at liberty to effect a transfer for full settlement of all credit card payments outstanding in the event your credit card is cancelled.

3.3.4 Any instructions for funds transfers is subject to any arrangement now subsisting or which may hereafter subsist between you and RHB Bank in relation to your Account or any banking accommodation afforded to you. In particular, RHB Bank hereby reserves the right to :-

3.3.4.1 refuse at any time to carry out any one or more of your funds transfer instructions (whether in relation to one-off funds transfers or standing instructions/recurring bill payments) without assigning any reason therefor; and/or

3.3.4.2 impose limits, restrictions or conditions on your funds transfer (whether in relation to type, currency, purpose, number, or any other aspect thereof) as may be required by RHB Bank or any relevant authority(ies) or payment service providers.

4. PIN and Other Security Features

4.1 In order for you to access and use the Internet Banking /Mobile Banking Services, you must key in your ATM Card/Debit Card number with ATM/Debit Card PIN, or Credit Card number with CVV2 or CVC2 numbers as required when you register to use the Services for the first time at www.rhbgroup.com/cambodia.

4.1.1 ATM Card / Debit Card user

4.1.1.1 In order for you to access and use the Internet Banking Services to view CA/SA account or Credit Card balance and perform financial transactions, you must register your ATM Card / Debit Card when you log on to Internet Banking Services for the first time.

4.1.1.2 Upon acceptance of your ATM Card / Debit Card registration, you will be required to key in your Username and Password. Upon acceptance of the aforementioned and your acceptance of these Terms and Conditions, your access to the Internet Banking Services will be activated.

4.1.2 Credit Card user

4.1.2.1 In order for you to access and use the Internet Banking Services to view your Credit Card account balance and transaction summary, you must register your Credit Card number and CVV2/CVC2 numbers when you log on to Internet Banking Services for the first time.

4.1.2.2 Upon acceptance of your Credit Card registration, you will be required to key in your Username, Password and Secret Word. Upon acceptance of the aforementioned and your acceptance of these Terms and Conditions, your access to the Internet Banking Services will be activated.

4.2 Thereafter, you are required to key in your Username and Password only for subsequent access to the Internet Banking /Mobile Banking Service. Secret Word verification only applicable for access to Internet Banking.

4.3 Upon completion of the prescribed registration and activation procedures via Internet Banking, you will be permitted to download the application for installation into your Mobile Phone and be granted the non-exclusive, non-transferable right to use the application, but based upon and subject always to your agreement to the following conditions:

4.3.1 You will not use the application for any purpose other than to access your own account(s) via the Mobile Banking service on your own Mobile device;

4.3.2 You will not download or install the application into a mobile device which you do not own or have exclusive control and you will not permit or enable any person to access the application, or leave your Mobile device unattended in such a manner as to enable a person to access the application.

4.4 To perform a financial transaction or change your personal profiles:

4.4.1 You are required to register your handphone number with RHB Now Internet Banking during the First Registration. This is only a one-time process. However, if you have changed your handphone number, you are also required to re-register the handphone number as an online banking security measure.

4.4.2 You are required to verify the Security Code and key in the OTP that are automatically sent to your registered mobile phone and successfully complete the requirements presented therein.

4.5 Mobile Banking financial transactions are only allowed for favourite transfers that you have setup via Internet Banking. One-Time Passcode is not applicable for this Service.

4.6 RHB Bank is entitled at any time, to invalidate or cancel any or all of your Identifiers with prior notice and you will be informed as soon as practicable thereafter. Such invalidation or cancellation will normally be effected if the integrity or security of your Identifiers is compromised or are suspected to have been compromised, or if the security and integrity of any part of the Services is threatened in any way whatsoever. However, RHB Bank is not obligated to share its reasons with you, and shall not be held liable or responsible for any loss or damage that you may suffer as a result of such invalidation or cancellation.

5. Notification, Alerts and Messages

5.1 In order for you to receive alerts and/or notifications from RHB Bank for BillPay, Fund Transfer, and system downtime, you have to choose your preferred channel either via SMS, secure message and/or external email from your Username by using the 'Notification' function made available online.

5.2 You can also alert your beneficiary on the fund transfers that you have made by setting up their email and mobile number during 'Add Favourite' for Fund Transfers or 'Open Transfer' function made available via Internet Banking.

5.3 You agree to receive messages and push notification from RHB Bank to your registered device via Internet and RHB Now Internet Banking and Mobile Banking.

5.4 Your reply to RHB Now Internet Banking and Mobile Banking's messages or push notification is deemed as a valid response/instruction to RHB Bank.

5.5 RHB Bank shall use reasonable efforts to ensure the accuracy and validity of the Materials and Information sent by Authorised Personnel from RHB Bank. RHB Bank reserves the right at all time to vary, modify, delete or add to the material and information given, provided that RHB Bank has given to you notice of twenty one (21) calendar days.

6. Your Responsibilities for Security

6.1 To ensure you alone can access and give instructions using the Services, you must keep strictly to the following security procedures:

6.1.1 It is your sole responsibility to ensure your Identifiers stay secret. You must not disclose any of your Identifiers to anyone - even to your joint account holder, or a Bank staff member, or someone on our helpdesk. If you think any of your Identifiers is known to someone else, you must change it through the Services as soon as possible. If this is not possible you must notify us immediately by e-mailing us at ibanksupport.kh@rhbgrou.com or call (855) 16 988 288.

6.1.2 You must not let anyone else operate the Services for you, leave your computer terminal unattended whilst you are logged on to the Service, nor save your Identifiers on any prompt in your PC (so that the same is automatically entered upon accessing the Website without requiring you to physically key in your Identifiers). You acknowledge and agree that we shall not be held accountable or liable for any loss or damage (including without limitation any loss of funds) incurred or suffered by you or any other party in the event any or all of your information or funds are accessed, used or howsoever otherwise dealt with by third parties under the Service.

6.1.3 In addition, you are responsible for your own personal computer anti-virus and security measures to prevent unauthorised access to your transactions and Accounts via the Services.

6.1.4 You should check your account balances periodically and/or upon the appropriate length of time subsequent to any transaction and let us know urgently about any errors. If you become aware or suspect that there are unauthorised transactions or unauthorised access to the Services, you must notify us immediately by e-mailing us at ibanksupport.kh@rhbgrou.com or call (855) 16 988 288.

6.1.5 You must ensure the application downloaded for Mobile Banking is genuine.

6.1.6 All such passwords must be kept strictly confidential and must not be disclosed to anyone else.

6.1.7 You must not leave your Computer / Mobile Device unattended or permit any person access to your computer / Mobile Device in such a manner that he may access your Internet Banking, application or the Mobile Banking Service, whether with or without your consent.

6.1.8 In the event that you lose or replace or part with possession or control of your Mobile Device or any other device in which the application are installed, or if you have reason to believe that someone has accessed your bank account(s) using the application, you must immediately notify and instruct RHB Bank to invalidate the identifiers immediately, and make a fresh application to register for the Internet Banking to enable you to access Internet banking/Mobile Banking service.

6.1.9 If your mobile phones lost or stolen, report any unauthorized payments via this Services as a result of your lost or stolen mobile phone immediately.

6.2 In case of suspicion of unauthorized transactions, we may suspend your access and use of the Services until your Identifiers have been set up.

7. Operating Times

7.1 The Service will usually be available for use 24 hours, 7 days a week unless otherwise specified in these Terms and Conditions or in the Website.

7.2 Some or all of the Services that may be accessed through the Website/Mobile banking application may not be available at certain times due to routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances beyond our control. RHB Bank makes no warranty that the Service (or any part thereof) provided under the Website/ Mobile Banking application will be available at the times stated herein. In the event of any failure or disruption in the Service (or any part thereof), you may e-mail us at ibanksupport.kh@rhbgrou.com or call (855) 16 988 288. Please be reminded that banking transactions may still be conducted via our other service delivery channels (eg. Branch, ATM,etc.).

8. Instructions

8.1 You irrevocably agree and authorise us to act on all your instruction(s) (including funds transfers, bill payments, stop payment instructions, viewing of Accounts and your accounts maintained at other website etc.) via the Services after you have successfully logged on to the Services, and accept full responsibility for all such instruction(s), and in particular for ensuring the accuracy and completeness of your instruction(s), and also for ensuring that the same instructions are not inadvertently transmitted to us twice.

8.2 All instruction(s) issued after successful log on to the Services, when received by us, shall be effected in accordance with the procedures, limits and conditions determined by us and any applicable laws from time to time. We may delay or refuse to carry out or determine the priority of or execute any such instruction(s), without

prior notice and at our absolute discretion, at any time without giving any reason to you. Please be reminded that certain transactions may only be processed during normal banking hours and may take a number of business days to complete, despite the extended operating times of the Service.

8.3 All instruction(s) issued after successful log on to the Services shall be binding on you once transmitted to us regardless of whether the instruction(s) are issued by you or by some other person, whether authorised or not and notwithstanding any error, fraud, or forgery. We will not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by you as a result of :-

8.3.1 any unauthorised instructions or transactions effected using your Identifiers, as a result of your non-observance with your obligations under Clause 6 hereof;

8.3.2 our refusal to act upon any instruction(s) given to us under, in RHB Bank's absolute opinion, suspicious or irregular circumstances;

8.3.2.1 our effecting instruction(s) without verifying the accuracy and/or completeness of such instruction(s), although RHB Bank is entitled at its sole discretion to seek such confirmation from you; or

8.3.2.2 your non-observance of any of the Terms and Conditions herein, including but not limited to bounced cheques caused by insufficient funds in your Account(s) after the debiting of the fees and charges under Clause 11 hereof.

8.4 Once you have given an instruction, you cannot cancel or amend it. However, upon your request, we may, at our absolute discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any earlier instruction of yours. All costs and charges incurred by us in implementing any such requests by you shall be borne by you and may be debited from your Account(s) as RHB Bank deems fit.

8.5 It shall be your responsibility to notify us immediately:

8.5.1 upon receipt of incomplete, garbled or inaccurate data or information from us of any and all instructions, transactions or other use under the Service.

8.5.2 upon receipt of any data or information which is not intended for you and you shall delete such data or information immediately and not retain the same (or copies thereof).

8.5.3 upon becoming aware, or where you suspect or have any reason to believe that any instruction(s) sent by you has not been received by us or is not accurate including without limitation any mistaken, fraudulent or unauthorised payments or funds transfers from or to your Account(s).

9. Rights of & Liabilities to Third Parties

9.1 At times you may require services of and/or software provided by third parties, which are not under our control, to access and operate the Internet Banking / Mobile Banking Services. In this regard, you understand and agree as follows :-

9.1.1 you are solely responsible for and shall not in any way hold us responsible or liable for any services and/or software through which you access the Internet Banking / Mobile Banking Services that are not controlled by us;

9.1.2 you shall be solely responsible to ensure that the software that is supplied to you is compatible with any computer, computer system or other device from which you access the Internet Banking Services or Mobile Banking services and any other software on that computer or any other provider on other device;

9.1.3 you shall be bound by all terms and conditions prescribed by such services and/or software as aforementioned used by you to access the Internet Banking Services or Mobile Banking Service without any recourse to us;

9.1.4 we shall not be held liable or responsible for any loss or damage or other charges or expenses that may be incurred by you by your use of such services and/or software as aforementioned.

9.2 You understand that any access to the Website or the Internet Banking or Mobile banking Services will be effected through the relevant internet service provider, network provider or communication network provider or any other provider in the country from which such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider, network provider or communication network provider or any other provider.

9.3 We do not warrant the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction via

the Internet Banking /Mobile Banking Services. In addition thereto, you accept and agree that we shall bear no responsibility for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant internet service provider, network provider or communication network provider or any other provider.

9.4 RHB Bank will, from time to time, and at our sole and absolute discretion, display certain third party products or services in the Website, or a link to the website of such third party in our Website. While RHB Bank will endeavour to ensure a minimum quality and standard for all products and services offered within our Website and Mobile Banking application, since your purchase of such products or services will be directly from the third party concerned, we cannot make any representations or warranties on the pedigree of such third party and/or the quality or standard of their products or services.

9.5 You shall indemnify, defend and hold us harmless from and against any and all suits, actions, judgments, damages, costs, losses, expenses (including legal fees on a solicitor and client basis) and other liabilities arising from a breach and/or contravention and/or non-compliance with any provision under this Clause 9.

10. Equipment and Software

10.1 You also agree that you are solely responsible for your computer, system or other device from which you access the Internet Banking Services, including without limitation the maintenance, operation and permitted use of such computer, system or other device and that it is your obligation to comply with any criteria imposed by us from time to time with respect to your computer, system or other device from which you access the Internet Banking Services (including any software used).

10.2 You shall not access the Service using any computer, system or other device which you do not own unless you have received the owner's permission. You shall also ensure that any computer, system or other device from which you access and use the Internet Banking Services shall be properly maintained and shall be free from any defects, viruses or errors. You are to further ensure that your PC or laptop is loaded with the latest anti-virus and anti-spyware software and that the said software are at all times installed and updated with the latest pattern. You shall also ensure that you downloaded application from trusted channels and genuine application and all downloaded application is at your own risk.

10.3 Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from RHB Bank or the Service Provider through or from the Services will create any warranty not expressly stated in these terms.

11. Fees and Charges

11.1 RHB Bank is entitled, from time to time, with advance notice to levy such fees and charges, or vary existing fees and charges, for the access and/or use of the Service or for any products, services or items provided in the Website, in accordance with any applicable rules, regulations or other directives imposed by any relevant authorities. Continued access and use of the Service shall be considered your acceptance of such fees and charges.

11.2 The fees and charges stated above relate only to the access and use of the Service or the Website or any product or service provided thereunder. You may also be liable for any other fees or charges imposed by RHB Bank for transactions and instructions made under or pursuant to this Service (including bank charges, administrative charges, processing fees, interest charges, etc.) and which are payable to us under the Standard Terms or under any other applicable agreements, terms, conditions or procedures determined by RHB Bank from time to time.

11.3 You further agree to pay all taxes, levies, stamp duties and governmental charges which arise from your access and use of the Service or the Website.

11.4 Please be reminded that RHB Bank has the right to automatically debit your Account(s) for all fees and charges for the access and use of the Service, and any governmental fees, taxes, levies and/or stamp duty, and also any other fees and charges payable on the transactions performed by you from time to time, herein mentioned. We shall be obligated to notify you or to obtain your consent prior to any debit made by us.

11.5 Please also be reminded that in the event your Account is overdrawn as a result of RHB Bank's exercise of its right to automatically debit your Account, the amount for which your Account is overdrawn including interest and any other bank, administrative or other charges imposed by us is a debt due and payable to us, which shall attract the usual overdraft facility interest and penalty rates.

12. Restrictions on Your Use of Internet Banking services / Mobile Banking services

- 12.1 As a condition of your permitted use of the Website / Mobile Banking Application, you undertake that you will not use the Website / Application (or any service, information or product thereunder) for any illegal or unlawful purpose or where otherwise prohibited under law or by these Terms and Conditions. You shall not use the Website / Mobile Banking Application (or any service, information or product thereunder) in any manner which could damage, disable, overburden, corrupt or impair the Website or the hardware or application and software system, security protocols, information/service provider networks or other operations or interfere with any party's use and enjoyment of the Website. You shall not attempt to gain unauthorised access to any account(s) (other than your own) or any hardware and software system, security protocols, information/service provider networks or other operations connected to the Website / Mobile Banking Application, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or the Internet Banking Services/ Mobile Banking Services
- 12.2 In addition to the aforesaid restrictions and conditions for your permitted use and access to the Website/ Mobile Banking Application you shall not modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or Content of the Website/ Mobile Banking Application without obtaining our prior written approval unless expressly allowed under these Terms and Conditions. Further, you shall not post, send or transmit any unauthorised content on to or through the Website/ Mobile Banking Application including without limitation, content that (i) is unlawful, vulgar, obscene, libelous, breach of privacy, abusive or otherwise objectionable; (ii) "junk mail", "spam", "chain letters" or any other form of unauthorised materials; and (iii) contains software viruses or any file or program that may interrupt, disable, overburden, corrupt or impair the Website or the hardware and software system, security protocols, information/service provider networks or other operations.
- 12.3 At all times you agree to keep and maintain sufficient funds in your Account(s) in order to facilitate any request given pursuant to these Terms and Conditions.

13. Ownership of Intellectual Property Rights

- 13.1 You are permitted to use content delivered to you through the Services only on the Services as provided within this terms and conditions.
- 13.2 We own absolutely and hereby assert whether now or in the future all registered and unregistered rights (including all moral rights) in the Internet Banking / Mobile Banking Services, the Content, application and the Website and any other legal and beneficial rights and interests of whatever nature related thereto conferred under the laws of the Kingdom of Cambodia and all the countries in the world for the full period thereof, together with any renewals and extensions thereof.
- 13.3 Nothing herein shall be deemed to grant any express or implied license (or other right) to you to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights set out in the aforesaid paragraph. The Internet Banking /Mobile Banking Services and the rights granted to you under these Terms and Conditions are made available to you strictly for your personal use and access. Any rights not expressly granted under these Terms and Conditions are entirely and exclusively reserved to and by RHB Bank.
- 13.4 You are licensing to RHB Bank and its Service Provider any information, data, passwords, materials or other content (collectively, "Customer Content") you provide through or to the Services. RHB Bank and Service Provider may use, modify, display, distribute and create new material using such Customer Content to provide the Services to you. By submitting Customer Content, you automatically agree, or promise that the owner of such Customer Content has expressly agreed that, without any particular time limit, and without the payment of any fees, RHB Bank and Service Provider may use the Customer Content for the purposes set out above. As between RHB Bank and Service Provider, RHB Bank owns your confidential account information.
- 13.5 You shall not yourself or through any third party commit or attempt to commit any infringing acts, including but not limited to framing, unauthorised linking, spamming, metatagging, and/or spidering.
- 13.6 You agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service.
- 13.7 From time to time RHB Bank may issue directives or instructions in relation to any use of the intellectual and proprietary rights belonging to RHB Bank (or to its designees) and you shall forthwith comply with any and all such directives or instructions.

14. Representations and Warranties

- 14.1 Except as specifically provided herein and to the fullest extent permitted by law, you understand and agree that the use of the Services and all information, products and other content (including that of third parties) included

in or accessible from the Services is at your sole risk. The Services is provided on an "as is" and "as available" basis. We and the Service Provider expressly disclaim all and any warranties, representations, guarantees or endorsements, whether express or implied, oral or written, including without limitation to warranties for merchantability, fitness for a particular purpose, accuracy, quality, adequacy, security, availability, reliability, timeliness, non-infringement and/or completeness of any product, service, information, Content or any other (including third party products, services, information and content) contained in the Website or made available to you under or pursuant to the Internet Banking / Mobile Banking Services or these Terms and Conditions or the performance, use and operation of any of the foregoing. RHB Bank and the Service Provider make no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or (v) any errors in the technology will be corrected (vi) the Service will not be suspended, terminated or cancelled due to any reason whatsoever.

14.2 You agree that you have placed no reliance on any representation, warranty or guarantee made by us save and except for those representations, warranties or guarantees which have been expressly stated under these Terms and Conditions. Any representations, whether written or oral, given by any officer or representative of RHB Bank shall be void and have no legal effect whatsoever.

15. Liability & Indemnity

15.1 We and Service Provider or any of our and their affiliates, account providers or any of their affiliates shall only be liable for your direct losses and damages caused solely by our gross negligence and/or willful default. In no event will we, our Service Provider or any of our and their affiliates, account providers or any of their affiliates be liable for any other losses or damages, whether direct or indirect, exemplary, consequential, incidental, punitive, special losses or damages, or loss of income, profits, goodwill, use, data or other intangible losses (including those of any third parties) howsoever arising, and all such damages are expressly excluded.

15.2 The above provision will apply notwithstanding the fact that RHB Bank or the Service Provider may have been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the Services; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Services; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of anyone on the Services; (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Services.

15.3 Without prejudice to the generality of the foregoing, you understand that you are personally responsible for your use and access to the Internet Banking / Mobile Banking Services and/or the Website, Application and hereby agree to indemnify, defend and hold RHB Bank harmless against any and all claims, demands, suits, actions, judgements, damages, costs, losses, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities whatsoever and howsoever caused that may arise or be incurred by RHB Bank in providing the Internet Banking / Mobile Banking Services to you, whether or not arising from or in connection with :-

15.3.1 your failure to strictly observe your security obligations under Clause 6 hereof, and/or the subsequent acts or omissions of any person using your Identifiers as a consequence of your failure to so observe your aforesaid security obligations;

15.3.2 an infringement of a trademark, or copyright, or other intellectual proprietary right of a third party (please refer to Clause 13 hereof);

15.3.3 any illegal, immoral and/or negligent act, error or omission via the Service, including but not limited to computer crimes, fraud, cheating, defamation, etc. (please refer to Clause 12 hereof) and/or your failure to observe the applicable laws and/or regulations applicable (please refer to Clause 16 hereof); and/or

15.3.4 your failure to ensure that you have sufficient funds in your Account(s).

The parties hereto agree that this provision shall take effect to the widest and fullest extent permitted by law.

15.4 The provisions of this Clause 15 herein shall take effect to the widest and fullest extent permitted by law. Reference to the term "we" "us" or "our" in this Clause 15 herein and elsewhere in respect of RHB Bank's liability shall include, wherever applicable, RHB Bank's partners and contractors as well as RHB Bank's directors, employees, personnel, agents and/or representatives.

16. Suspension/Termination of Service

- 16.1 Notwithstanding any other provision herein, we may, at any time, with or without notice and without having to give any reason to you, immediately discontinue, suspend or terminate the Internet Banking or Mobile Banking Services (or any part thereof) or your right to access and use the Internet Banking or Mobile Banking Services (or any part thereof), unconditionally or otherwise, at our sole and absolute discretion. RHB Bank may also, at its sole and absolute discretion, impose conditions on the suspension including the period of suspension and reinstatement of the Services and the requirements before any reinstatement is made.
- 16.2 Upon suspension or termination of the Services we shall not be obligated to act upon any of your instructions, whether received before or after the effective date of suspension or termination and which have not been already implemented by us, at our sole and absolute discretion. If there are any outstanding matters or activities that we require you to comply with, you shall take all steps required by us to effect completion or termination of all the activities under or pursuant to the Services or the Website. Any and all rights and licenses granted to you hereunder shall cease with immediate effect. Termination or suspension by us of the Services under this Clause 16 herein shall not entitle you to, and you hereby waive all rights to any claim or compensation against us for, any and all loss or damage suffered or incurred by you as a direct or indirect result of the act of termination or suspension.

17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia. The parties hereto shall submit to the exclusive jurisdiction of the courts in the Kingdom of Cambodia.
- 17.2 Without in anyway limiting or prejudicing the generality of this Clause 17 herein, you agree that :
- 17.2.1 the issue and utilisation of the Service and these Terms and Conditions shall be subject to the National Bank of Cambodia's guidelines and/or regulations in force from time to time.
- 17.2.2 All transactions or use by you under or pursuant to this Service shall not violate the laws of the Kingdom of Cambodia nor (if applicable) the laws existing in the country (ies) involved in your transaction or use thereof. It shall be your sole obligation to comply with the laws of the Kingdom of Cambodia or any other applicable country (ies) without our being obligated to inform or notify you of such laws.

18. Notices

- 18.1 Unless otherwise specifically provided under these Terms and Conditions or where otherwise notified by RHB Bank to you from time to time, any and all notices, instructions or other communications to be given hereunder by you to RHB Bank shall be either :-
- 18.1.1 by way of secure message via the Internet Banking service, which shall be effective only upon RHB Bank's acknowledgement receipt by return secure message to you via the Internet Banking service; or
- 18.1.2 in writing signed by you and sent by registered post, which shall be effective upon its receipt by RHB Bank at the following address:
RHB Indochina Bank Limited (00001812)
Digital Banking Department
No 263, Ang Duong Street (St 110),
Phnom Penh, Cambodia
- 18.2 In addition to the usual methods, RHB Bank may also give notice to you in any one of the following methods at RHB Bank's sole discretion :-
- 18.2.1 by secure message via the Internet Banking service, which shall be effective 24 hours after sending
- 18.2.2 by electronic mail to your last known electronic mail address in accordance with RHB Bank's records, which shall be effective 24 hours after sending;
- 18.2.3 by posting the notice or communication on the Website, which (if not otherwise stated in such notice or communication) shall be effective on the date of posting;
- 18.2.4 by any other manner of notification at RHB Bank's discretion from time to time.
- 18.3 Except where specifically provided under these Terms and Conditions for specific time periods for notification, any notices given or required to be given by RHB Bank hereunder may be given in such manner as RHB Bank deems suitable, and with immediate effect or within any time period at RHB Bank's sole discretion.

19. Enquiries and Dispute Resolution

19.1 Should you have any queries that require further assistance in relation to Internet and Mobile Banking, you may call (855) 16 988 288, or email to kh.customerservice@rhbgroup.com.

In the event that you may have complaints or disputes, please either write in to the below address or contact us at (855) 16 988 288 and to state the nature of your complaints:

Customer Service

RHB Indochina Bank Limited

No 263, Ang Duong Street (St 110),

Phnom Penh, Cambodia

Fax: (855) 23 991 822

19.2 You may be required to disclose all relevant information relating to your enquiries, or complaints or disputes but not limited to your name, the relevant Account(s) number(s), description of your query or complaint, amount(s) involved in the query or complaints, as maybe relevant. Where any communication involves your confidential information in relation to your Account(s) or transactions made in relation to your query or complaint, we encourage communication via Secure Message. In the event that you proceed to extend communication in relation to such information via non-secure message, you agree that you undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold RHB Bank responsible or liable for the security of such information of any Loss suffered in relation thereto.

19.3 Your complaint and query shall be investigated and attended to. You will be informed of the result of the investigation or the answer to your query within ten (10) business days of receipt of such query or complaint.

19.4 In the event that more time is required to conduct investigation, the period stated in Clause 19.3 above shall be extended to such reasonable period as necessary which shall not exceed thirty (30) days from the date of such query or complaint received. The customer shall be informed in writing via secure message on reason(s) of the delay and the need for additional time to resolve the complaint.

19.5 Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome by referring such complaint to the Bank Negara Malaysia or Financial Mediation Bureau (FMB).

20. Privacy Policy

20.1 By successfully registering as a RHB Internet Banking or RHB Mobile Banking user and accessing to the Services, you acknowledge that you have read the [RHB's Privacy Notice](#), and consent to RHB Bank processing your personal information in the manner described, including necessary disclosures and overseas transfers to relevant third parties, where required.

20.2 RHB Bank values your trust in us and respects the need to maintain the security and confidentiality of information that you provide to us as RHB customer who registered for the Service. We are therefore committed to protect our customer's privacy as stated in our Privacy Policy.

21. Confidentiality

You hereby consent to and authorize RHB Bank, its respective directors, officers, employees, agents and any other persons who by reason of their capacity or office are entitled to receive your information or documents relating to your affairs or account to disclose/share your information or documents to other companies within the RHB Banking Group (for purpose of this clause 21, which shall include RHB Bank's holding company, its subsidiary(s), any associated company(s) and/or any company/branch as a result of any restructuring, merger, sale or acquisition), whether in or outside Cambodia, for purposes of providing you with the Services, including, without limitation, advising me/us on management of my/our financials and/or cross-selling, marketing and promotions of products and services of RHB Banking Group."

22. Severance

If any provision or part-provision of this Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

23. General

23.1 These Terms and Conditions shall be read together with the Standard Terms. In the event of any inconsistency or conflict between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail only with respect to such inconsistency or conflict.

23.2 RHB Bank reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving you prior notice thereof. However, in cases of urgency or in order to protect the security of the Internet Banking

/Mobile Banking Service or in other circumstances beyond our control, when RHB Bank finds it necessary to vary, modify, delete or add to these Terms and Conditions without notice to you, RHB Bank will inform you of such changes as soon as practicable thereafter and/or the reasons for such changes. It is accepted that in order to keep yourself up-to-date with any variation, modification, deletion or addition to these Terms and Conditions, you agree to access and peruse these Terms and Conditions periodically and on a regular basis. You further agree and accept that your continued access and use of these Terms and Condition (as varied and modified from time to time) will amount to your acceptance of any variation, deletion, modification or addition to these Terms and Conditions.

- 23.3 The headings used in these Terms and Conditions are for reference and convenience only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.
- 23.4 RHB Bank's records of all and any communications by you during or pursuant to the use and access to the Internet Banking / Mobile Banking Service in any form or medium whatsoever (including electronic information storage media) shall be conclusive evidence thereof. Any and all communications transmitted through the Internet Banking / Mobile Banking Services in accordance herewith shall be construed to be valid, accurate, authentic and shall have the same effect as a written and/or signed document.
- 23.5 The Terms and Conditions in this Agreement are prepared in both Khmer and English language. In the event of inconsistencies between both versions of the Agreement, the English version shall prevail.