

TERMS AND CONDITIONS GOVERNING THE SUBSCRIPTION AND ACCESS OF INTERNET BANKING SERVICES (“TERMS”)

Important Notice: Please read and understand the Terms prior to subscribing to and/or accessing the Internet Banking services. If there is any provision under the Terms is not fully understood, the Customer shall seek clarification from the Bank.

1. DEFINITIONS AND INTERPRETATIONS**1.1. DEFINITIONS**

“Account(s)”	means the account(s) specified by the Customer in the Internet Banking application form for accessing the Internet Banking Services.
“Authorised User(s)”	means the person(s) authorised by the Customer to access the Internet Banking Services.
“Android”	means an open-source operating system developed by Google and Android, which is installed on mobile devices allowing users to execute applications. Android versions may vary depending on the device manufacturer.
“Biometric Authentication”	means the authentication using Fingerprint, Facial Recognition, Touch ID or Face ID via the supported and registered mobile device to access the Internet Banking Services Mobile App.
“Biometric Data”	means the fingerprint imprints, digital representations of facial characteristics and any other means that are used for verifying customer identity, as captured via the Fingerprints / Facial Recognition or Touch ID or Face ID module of your mobile device.
“Browser”	means a compatible internet browser or web browser and other means that allow users to locate, display and access the Internet Banking Services website.
“Bank”	means CIMB Bank PLC (Registration No. 00010524).
“Business Day”	means any day in which the Bank is opened for banking business.
“CIMB Group”	means CIMB Group Holdings Berhad and all its related companies.
“Fees and Charges”	means all fees, commission, charges, costs and expenses required to be paid under the Terms by the Customer to the Bank from time to time.
“Common Terms and	means Terms annexed hereto, including any amendments,

Conditions”	supplementals, modifications, or variation made thereto from time to time, which forms part of the Terms.
“Company ID”	means the unique identification code(s) assigned by the Bank for the Customer for the purposes of accessing Internet Banking Services.
"Internet Banking Services"	means the online banking channel/platform of the Bank, also known as BizChannel@CIMB (or OCTOBiz), which enables the Customer and/or its Authorised User to have access to certain Banking Services by electronic means via the use of personal computers or mobile devices.
"Internet Banking Services Mobile App”	means the mobile banking application which may be downloaded to a Mobile App” supported mobile device that runs on iOS, Android, HarmonyOS (an operating system used for mobile devices manufactured by Huawei Technologies Co., Ltd), or any other supported operating systems as may be determined by the Bank from time to time.
"Customer"	means a person whose application for access to the Internet Banking Services has been approved by the Bank, which expression shall include the Authorised Users.
"Debiting Account"	means account referred to in the Internet Banking application form duly signed by the Customer for the purpose of debiting Fees and Charges.
"Device Scanning”	means the identification of data or checking the status of device to ensure everything is functioning as expected or to detect potential issues.
"Facial ID"	means the facial identification or recognition feature saved on the Authorised User’s mobile device using the iOS operating system which supports facial recognition authentication function and may be used in place of the customer’s Company ID and password to access Internet Banking Services.
"Facial Recognition"	means the facial recognition feature saved on the Authorised User’s mobile device using the Android operating system which supports facial recognition authentication function and may be used in place of the Customer’s Company ID and password to access Internet Banking Services.
"Fingerprint"	means the fingerprint imprints saved on the Authorised User’s mobile device which uses the Android operating system that supports the fingerprint authentication function, and which may be used in place of the Customer’s Company ID and password to access the Authorised User’s Internet Banking Services Mobile App.

"Instructions"	means any request, authorisation, instruction, transmitted to the Bank via Internet Banking Services or through other channels as the bank may expressly permit from time to time, , provided that such communications are verified against the customer's registered contact details with the Bank and are subject to the Bank's operational controls.
"Loss"	means all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity).
"IOS"	means an operating system used for mobile devices manufactured by Apple Incorporated.
"Linked Account"	means all accounts of the Customer and any such account designated by the Customer in Internet Banking application form or later adding for access to Internet Banking Services.
"Registration ID"	means the unique identification code(s) assigned by the Bank for the Customer for the purposes of accessing the Internet Banking Services.
"Property Rights"	means any graphics, text, scripts, music, sound, photographs, images, art, video and other multimedia work or any combination thereof which is available on Internet Banking Services and are always protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights.
"Push Notification(s)"	means notifications and other types of messages that may be sent to the mobile device where Internet Banking Services Mobile App has been installed.
"Regional Account Linking"	means a feature available under Internet Banking Services Mobile App where the Authorised User(s) may link and view any account(s) opened and maintained within CIMB Group outside Cambodia.
"Secure Token"	means any device designated by the Bank at any time from time to time in its discretion to be used by the Authorized User to generate Security Tokens.
"Security Tokens"	means the unique identification code(s) including the company ID, token, user ID, password and/or such other codes generated by a Secure Token(s) or such other device(s) approved, assigned or prescribed at any time from time to time in its discretion for the purpose of accessing Internet Banking Services.

"Security Codes"	means the Registration ID, User Password, User ID and/or such other security codes to the access of the Internet Banking Services.
"Signatory"	means a person authorised by the Customer (whether alone or jointly with any other person) to give any Instructions and/or sign any document or agreement in respect of the Internet Banking Services.
"Terms"	means the terms and conditions of subscription and access of the Internet Banking Services including any amendments, variations or modifications from time to time imposed by the Bank.
"Touch ID"	means the touch identification imprint(s) saved on the Authorised User's mobile device which uses the iOS operating system which supports the fingerprint authentication function, and which may be used in place of the Customer's Company ID and password to access the Customer's Internet Banking Services to perform selected Banking Services.
"Unauthorised Contents"	means any materials, data, communication and/or information which is/are illegal, unlawful or contrary to public or the Bank's interests including any abusive, defamatory, infringement of rights, criminal offence or civil liabilities, racism, promotion of hatred, pornography or paedophilia, or contains any viruses or deleterious files.
"User ID"	means the unique identification code(s) assigned by the Bank for the respective Authorised Users of the Internet Banking Services.
"User Password"	means the unique code(s), word(s), depiction(s) or other identification (electronic or otherwise) assigned to the Authorised Users and includes any change thereof from time to time by the Authorised Users.

1.2 Interpretations

in the interpretation of these Terms:

- (a) words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.
- (b) the subtitle headings and the division of provisions into sections and clauses in these Terms are for ease of reference only and shall not be considered in the interpretation of the substantive provisions of these Terms.
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- (d) any reference to a party in these Terms shall include a reference to his successors in title and permitted assigns.

2 Access

2.1 The Customer shall ensure that only the Authorised Users access the Internet Banking Services and shall be solely and fully responsible for all acts and omission of the Authorised Users, including the compliance with the Terms.

3 Internet Banking Services Mobile App

3.1 The Customer acknowledges that the download and use of Internet Banking Services Mobile App by the Authorised Users shall be on a non-exclusive, non-sublicensable, non-transferrable, revocable license basis and is subject to the following:

- (a) Purpose: Internet Banking Services Mobile App shall only be used for the purpose of accessing and/or performing selected banking services as determined by the Bank.
- (b) Mobile Device: the download and access of Internet Banking Services Mobile App on the mobile device is subject to any applicable terms and conditions of the mobile device manufacturer. The Authorised Users may download and install Internet Banking Services Mobile App on multiple mobile devices; however, simultaneous login and concurrent access on multiple mobile devices shall not be permitted.
- (c) Security: the Authorised Users shall keep the mobile devices safe and not to download or install Internet Banking Services Mobile App on any mobile devices that such Authorised Users do not own or have exclusive control or mobile devices which have been jail-broken or rooted. The Bank strongly cautions against installing Internet Banking Services Mobile App on such mobile devices as they are unsecured and are vulnerable to fraudulent attacks. For the purpose of the Terms, 'jail-breaking' or 'rooting' refers to unauthorised modifications to or hacking of any mobile device operating system to bypass security features.
- (d) No Alterations or Modifications: the Customer and/or the Authorised Users shall not, or permit anyone to, alter or modify, reverse engineer, decompile, reverse input or disassemble Internet Banking Mobile App.
- (e) Mobile Device(s) Compatibility: Internet Banking Services Mobile App currently works on certain compatible mobile devices as determined by the Bank. The Bank does not warrant that Internet Banking Services Mobile App is compatible with all mobile devices and the Bank reserves the right to change the version of the operating system that works with Internet Banking Services Mobile App at any time.
- (f) Internet Banking Services Mobile App Version: if a new, updated or improved version of Internet Banking Services Mobile App is made available by the Bank to the Customer, the Bank reserves the right to discontinue the use of previous version of Internet Banking Services Mobile App . It is mandatory for the Customer to download and upgrade to the latest version of the mobile banking apps on their registered device as required by the Bank. If the Customer fails to do so, the Bank may reject the Customer's Instructions and terminate their access to Internet Banking Services.
- (g) Biometric(s) Authentication: Internet Banking Services Mobile App may offer the Customer an option to opt in for biometric data authentication (if available) to verify

the Authorised User and enable the Authorised User to securely login to the Internet Banking Services Mobile App . The biometric data authentication feature depends on and works on certain compatible and supported mobile devices.

- (h) Data Tracking Consent and Control: the Customer and the Authorised Users acknowledge, understand, and consent that the Internet Banking Services Mobile App may collect, process, and track certain data and information for the purposes of enhancing user experience including to aid in troubleshooting any issue related to the application. This may include, without limitation, other electronic data or information relating to IP addresses, device identifiers, usage patterns and location data. The Authorised Users may control the tracking preference in-app or through device settings.
- (i) Push Notification(s): Push Notification(s) will be sent to all mobile devices which the Authorised Users have logged onto previously unless such Authorised Users has disconnected the mobile devices from Internet Banking Services Mobile App .
- (j) Regional Account Linking: Upon the Customer's request and subject to the fulfilment of all requirements imposed by the Bank for the purpose of Regional Account Linking, the Authorised User may view other account(s) opened and maintained within CIMB Group outside Cambodia ("**Other Accounts**") provided always the view and access of such Other Accounts shall be subject to the applicable terms and conditions of the Other Accounts.

4 Unauthorised Contents

- 4.1 The Customer shall not, at any time attempt or assist, whether directly or otherwise, any person to transmit any Unauthorised Contents. If at any time the Customer is aware or suspect the occurrence of any of the aforesaid activities, the Customer shall notify the Bank immediately.
- 4.2 The Bank may, but shall not be obliged to, monitor, supervise or review the Customer's access of the Internet Banking and/or Internet Banking Services Mobile App. The Bank reserves the absolute right to edit or delete any Unauthorised Contents which violate any of the provisions in these Terms without notice and without any liability whatsoever to the Customer for doing so.
- 4.3 The Customer agrees that access of the Internet Banking and/or Internet Banking Services Mobile App shall at all times be in accordance with all legislations, laws and regulations governing the same.

5 Property Rights

- 5.1 The Customer hereby agrees that all the Property Rights in respect of the Internet Banking Services shall at all times be owned exclusively by the Bank or the relevant third-party vendors, advertisers, affiliates or any other third persons, where applicable.
- 5.2 The Customer agrees that it shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, disseminate, communicate, display, license, modify, edit, censor, alter, hyper link or use in whole or in part in any manner the Property Rights without the Bank's prior express written consent or that of the relevant third party vendors, advertisers, affiliates or other third persons, where applicable, to the same. Further thereto, the Customer shall not insert a hyperlink on the Internet Banking Services.

6 Fees and Charges

- 6.1 The Customer hereby agrees to pay the Bank all Fees and Charges at such rates and on such terms as the Bank may stipulate from time to time in respect of the access of the Internet Banking Services.
- 6.2 The Customer hereby authorises and agrees that the Bank may debit or deduct any applicable Fees and Charges from the Debiting Account and in the event that there are insufficient funds in the Debiting Account, from any other Accounts maintained by the Customer with the Bank.
- 6.3 All payments payable to the Bank shall be made in US Dollar or equivalent to the lawful currency of Cambodia.
- 6.4 The Bank reserves the right to impose the Fees and Charges in respect of the Internet Banking Services which the Bank have previously waived.
- 6.5 The Bank may vary the Fees and Charges from time to time at the Bank's discretion by giving not less than thirty (30) days' prior notice to the Customer. All notices and communications given by the Bank shall be deemed to have been received by the following means:
 - Send notification directly to you via e-mail when dispatched;
 - Publicise on newspapers, upon such publication being made;
 - Display at the Bank branches and offices, upon such display being made;
 - Display on the Bank's website upon such display being made; or
 - Display on the Bank's social media channel upon such display being made.

7 Hyperlinks To Third Parties

- 7.1 The Customer agrees that the Internet Banking Services may contain hyperlinks to third-parties' websites, which are not under the control of the Bank. These hyperlinks are provided solely for the Customer reference and shall not be construed as an endorsement, recommendation, approval, or representation, or warranty by the Bank of such third-party websites, applications, platforms, services, or the contents thereof. Accordingly, the Bank shall not be responsible or liable for the Customer's access to the same or any information or materials available therein. The Bank shall also not be responsible for any form of transmission or communication between the Customer and the said third parties or the Customer's participation or use of their information, materials, services or promotions. For this purpose, the Customer hereby acknowledges and agrees that access to and use of such third-party websites, applications, platforms, and services shall be entirely at the Customer's own risk and responsibility. The Customer is therefore advised to obtain independent professional advice where appropriate.

8 Disclaimer

- 8.1 All contents and information which are available on the Internet Banking Services are provided on an "as is" and "as available" basis and not to be taken as investment, financial, commercial or business advice or recommendations. Such information and materials are provided for general information only and the Customer should seek professional advice at all times and obtain independent verification of the information and materials contained before making any decision based on any such information or materials.
- 8.2 The Bank does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. The Bank also does not warrant that the

Internet Banking Services will meet the Customer's requirements, be uninterrupted, timely or secure. The Customer agrees that the Customer's access shall be at all times at the Customer's sole risk.

- 8.3 The Bank shall not, at any time whatsoever, be liable to the Customer or any other person for any loss or damage arising from any interruption or unavailability of the Internet Banking Services or the access of the Internet Banking Services for whatever reason other than due to the Bank's own wilful default.
- 8.4 While the Bank shall make reasonable efforts to ensure that the information (including the product information, pricing and rates on their website) are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, the Bank shall have the right at their sole and absolute discretion, to refuse avoid nullify and/or cancel any orders placed, services or any transaction effected under Internet Banking Services and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. The Bank assumes no responsibility for any error or omission in the content of the said website and expressly disclaim liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.

9 Internet Banking Company ID, Password, Security Tokens, Biometric Data, Secure Token, And Device Scanning

- 9.1 The Customer shall ensure that the Authorised Users shall at all times, keep their Internet Banking Services Company ID, password, Security Token, and Biometric Data confidential and shall take necessary steps to prevent the disclosure and/or Authorised Users' Internet Banking Services Company ID, password, Security Tokens, and Biometric Data to any unauthorised person, including any officer of the Bank. The Customer and Authorised Users are under a duty to exercise utmost care, diligence, and caution to safeguard Authorised User's mobile devices from loss, theft or fraudulent use of the mobile device in order to prevent any unauthorized access to Internet Banking Services.
- 9.2 The Customer must ensure that Authorised User shall, at all times:
 - 9.2.1 observe all security measures as may be prescribed by the Bank from time to time in relation to Internet Banking Services Company ID, password, Security Tokens, and Biometric Data.
 - 9.2.2 follow strictly the "dos" and "don'ts" in relation to the protection and safeguarding of the Customer's and/or Authorised User's: (i) private and confidential information including personal data, (ii) Internet Banking Services details, and computer/mobile devices and online information, by taking the steps and measures recommended by the Bank which will be shared in Internet Banking webpage on a periodic basis.
 - 9.2.3 take all reasonable precautions necessary to ensure that no other parties have or will be granted access to the Customer's and Authorised User's Internet Banking Services Company ID, password, Security Token, and Biometric Data. Such precautions shall include, but not limited to, immediately memorizing the Customer's Internet Banking Services Company ID and password, and destroying any letter, envelope or document on which it is stated (if any).
 - 9.2.4 not retain the Internet Banking Services Company ID, password or Security Tokens, in any form except in memory.
 - 9.2.5 not leave computers assigned to or used by Authorised User and/or Authorised User mobile device unattended whilst accessing Internet Banking services.

- 9.2.6 not show or reveal the Customer's Internet Banking Services Company ID, password or Security Tokens, when accessing Internet Banking Services and ensure to log off properly from Internet Banking Services after each access or completing any use of Internet Banking Services.
- 9.3 The Customer shall ensure that Authorised Users shall be responsible for all access and/or use of Internet Banking Services made via the Customer's and the Authorised User's, as the case may be, Internet Banking Services Company ID, password, Security Tokens, and Biometric Data whether it was in fact made by the Authorised Users or by any other person purporting to be the Authorised Users. The Customer further consents and agrees that the Authorised Users, Internet Banking Services password, Internet Banking Services login ID, and/or Biometric Data will serve as a means of verifying the Customer's identity to the Bank for purposes of the transactions contemplated under Internet Banking Services. In this regard, the Customer authorises the Bank to accept, follow and act upon the Authorised User's instructions when verifying his/her identity through Internet Banking Company ID, password, Security Tokens, and/or Biometric Data. The Bank shall not be liable for acting upon such instructions in good faith. The Customer shall be solely responsible for the security and care of the computers or Secure Token used to generate and/or receive the Security Token.
- 9.4 If the Customer and/or the Authorised Users suspect or discovered or have reasonable grounds to believe that the Customer's and/or the Authorised User's Internet Banking Services Company ID, password, Security Tokens, Biometric Data, and/or computer and/or mobile devices has/have been compromised in any way (including any loss, theft, remote takeover or interception of the Security Tokens and/or any other unauthorised device used to generate and/or receive the Security Tokens, including the Authorised User mobile telecommunication device) and/or the Customer and/or its Authorised Users has/have received any statement, data or information sent to the Customer by the Bank via Push Notification in Internet Banking Services or by SMS or other modes of communication which either indicates that an unauthorized transaction has taken place, or is otherwise not intended for the Customer, the Customer and/or Authorised Users shall immediately notify the Bank via telephone at its Business Call Centre in Clause 16.3 to prevent the fraudulent or unauthorised use of the Accounts and/or Internet Banking Services. Notwithstanding that, the Customer shall be continue liable for any and all unauthorised Instructions until the Bank has taken the necessary steps, in accordance with its prevailing practice to prevent any Instructions from being effected through the use of such Internet Banking Services Company ID, password, Security Tokens, Biometric Data, and/or computer and/or mobile devices.
- 9.5 Notwithstanding that the Customer and Authorised Users have fulfilled the obligations under Clauses 9.1 to 9.4 above to the Bank's satisfaction, if the Bank received a notification that the Customer's and/or Authorised User's Internet Banking Services Company ID, password, Security Token, Biometric Data has/have been compromised, the Customer remains liable for all transactions and Instructions that arise due to such compromise up to the point in time when such notification is made or should have been made. For the avoidance of doubt, the point in time when notification should be made is immediately upon the Customer or Authorised Users discovering or having reasonable grounds to believe that the events or unauthorised actions stated in Clause 9.4 above happens or has happened. If the Customer fails to notify the Bank at such point in time, the Customer shall, in addition to being liable for all transactions and Instruction performed up to such point in time, be liable for its actual loss which occurs after such point in time, until the Bank receives and records actual notification made by the Customer, subject to Clause 9.8 below.

- 9.6 Upon the Bank's receipt of the Customer's or Authorised User's notification made pursuant to Clause 9.4 above, the Bank may suspend the Customer's and/or Authorised User's access to Internet Banking services until a new Company ID is provided for, a new Internet Banking Services password and/or Security Tokens (as the case may be) is issued or applied for and/or such reported/unreported issues are resolved by the Bank.
- 9.7 Where any unauthorised use of Internet Banking Services Company ID password, Security Tokens, Biometric Data, the Customer's computer and/or Authorised User's mobile device is due to the Customer's or Authorised User's own action or any fraud, unauthorised disclosure, abuse or misuse, which is deliberate, the Customer shall be liable for such use even if the Customer makes a notification pursuant to Clause 9.4 above.
- 9.8 By opting in and activating Biometric Authentication feature on Authorised User's registered mobile device to access the Internet Banking Services Mobile App instead of using the Customer's Internet Banking Services Company ID and Internet Banking services password, the Customer hereby agrees, understands and acknowledges that the Biometric Data registered on and stored on Authorised User mobile devices will be used to verify its Authorised User's identity, access and authorise logins to Internet Banking Services Mobile App to perform selected Banking Services as may be determined by the Bank from time to time.
- 9.9 The Customer acknowledges that Internet Banking Services Mobile App performs Authorised User identity authentication by interfacing with the Biometric Authentication module on its Authorised User's mobile devices and that the Customer agrees to such authentication process. The Customer understands that the Biometric Authentication module of Authorised User's mobile devices is not provided by the Bank, and the Bank makes no representation or warranty as to the security of the Biometric Authentication function of any mobile devices and whether it works in the way represented by the manufacturer of the mobile devices.
- 9.10 The Bank shall not represent or warrant that Biometric Authentication will be accessible at all times or that it will function with any electronic equipment, software, infrastructure, or other electronic banking services that the Bank may offer from time to time.
- 9.11 The Customer and Authorised Users are advised to take necessary precautions to safeguard Authorised User's mobile devices and to not save any other Biometric Data except Authorised User's own on his/her mobile devices.
- 9.12 To the fullest extent permitted by the applicable laws, the Bank shall not be liable for any loss, damages, charges, costs and expenses incurred by the Customer and Authorised Users in connection with the use or attempted use of the Biometric Data login, Instructions or any unauthorised transactions through or in connection with the use of Biometric Authentication to access the Internet Banking Services Mobile App to perform selected Banking Services or as a result of the Customer's and/or Authorised User's failure to comply with the obligations under the Terms. The Customer undertakes indemnify the Bank for any loss, damages, charges, costs and expenses which the Bank may incur or suffer in connection with or as a result of any improper use of your Biometric Data to log into Internet Banking Services Mobile App to perform selected Banking Services except to the extent due to the Bank's gross negligence and or wilful default.
- 9.13 By enabling the Security Tokens on the Internet Banking Services Mobile App, the Customer agrees and acknowledges that:
- 9.13.1 the Secure Token linked to the customer ID and Primary Device will enable the customer to perform certain Banking Services made available on Internet Banking Services.
- 9.13.2 the type of Banking Services subject to the Security Token will be determined by the Bank and/or pursuant to any applicable laws.

- 9.14 The Bank reserves the right to issue any Security Tokens in any combination of characters as it deems fit. The Security Tokens once issued shall not be subject to any change by the Customer unless agreed to by the Bank.
- 9.15 The Security Tokens may be used as it deems fit to:
- 9.15.1 initiate, effect, perform and/or dispatch any of the Instructions.
 - 9.15.2 communicate with the Bank and access and obtain information as may be permitted by the Bank whether relating to the Accounts or Internet Banking Services.
 - 9.15.3 Subject to the Terms and such other restrictions and limitations as the Bank may impose in discretion.
- 9.16 If new or enhanced versions of any of the password and/or Security Tokens necessary for the operation of Internet Banking Services are available or developed, the Bank reserves the right not to continue with the use of the previous Security Tokens. In the event that the Customer fails to upgrade or use the enhanced version of the Security Tokens as required by the Bank, the Bank is entitled to reject the Customer's Instructions and terminate the Customer's access to Internet Banking Services.
- 9.17 The Bank is entitled at discretion, to de-activate or revoke the Security Token in relation to the Customer and/or the Authorised Users at any time without assigning any reason whatsoever and/or without prior notice to the Customer. The Bank shall also be entitled to de-activate or revoke, including the Customer's and/or any Authorised User's access to Internet Banking if Internet Banking cannot be lawfully accessed after a few attempts has been made.
- 9.18 The Bank may issue to any Authorised User one (1) or more Secure Tokens whether in respect of any Accounts and/or for the purposes of enabling the Customer to utilise Internet Banking Services. All Secure Tokens issued are the property of the Bank. The Bank may recall any of the Secure Tokens at any time and may (but shall not be obliged to) re-issue a new Secure Token.
- 9.19 The Customer shall and will ensure that Authorised Users shall:
- 9.19.1 not to alter, tamper with, disassemble or in any way copy, modify or exploit the Secure Tokens;
 - 9.19.2 take all precautions necessary to prevent the loss, theft or unauthorised use of the Secure Tokens and not to part possession with them;
 - 9.19.3 be responsible for the maintenance and operation of the Secure Tokens and all other computer; and
 - 9.19.4 system, mobile devices and/or software necessary for accessing Internet Banking Services. The Bank makes no warranties, whether express or implied, that any or all of the Secure Tokens is merchantable or will be suitable for the Customer's computer system, mobile devices and/or software or is fit for any other purpose whatsoever or is free of errors.
- 9.20 The Customer shall immediately notify CIMB if a Secure Token issued to the Authorised User is lost or fails to function as intended and if there has been any unauthorised use of any Secure Token and the Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.
- 9.21 Where a Secure Token issued to the Authorised User fails to function properly, the Bank may replace the same with a new Secure Token upon payment by the Customer of a fee as determined by the Bank, save where the Bank is satisfied that the Customer and/or Authorised User did not cause or contribute to the failure of the Secure Token. Where a Secure Token is lost by the Authorised User, the Bank may replace the same upon payment by the Customer of such fee.

- 9.22 The Bank may send any of the Secure Token via ordinary post or such other means as the Bank may, in discretion deem fit. The Customer shall not hold the Bank responsible or liable in the event that the Secure Token fails to reach the Customer and/or the Authorised User after dispatch or if the same is lost, delayed or stolen whilst in transit.
- 9.23 The Secure Tokens and the Security Codes are provided to the Customer and/or the Authorised User on an “as is” and “as available” basis. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Secure Tokens, Security Tokens or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Security Tokens.
- 9.24 The Bank remains committed to enhancing security measures to better protect the Customer from potential fraud and scam at its best effort basis. The Customer agrees and acknowledges that by accessing Internet Banking Services Mobile App, it allows the Bank to scan device in order to monitor, detect security threats and/or compromised access to Internet Banking Services Mobile App. The Customer acknowledges that prevention and mitigations against cybercrime constitute a joint and shared responsibility between the Customer and the Bank.

10 Instructions

- 10.1 The Bank shall be entitled to treat and accept any or all Instructions received by it as duly authorised Instructions by the Customer. The Bank shall not be liable for any unauthorised or fraudulent Instructions received by the Bank. The Bank shall not be under any obligation to check or verify the authenticity of the Instructions or to confirm the authority of the person or persons giving them.
- 10.2 Where the Bank has reason to believe that an Instruction purporting to come from the Customer has not been properly authorised by the Customer or that a breach of security has occurred in relation to the Customer's access of Internet Banking Services, the Bank reserves the right not to act, or to delay acting on the Instructions without being liable to the Customer for any Loss for so doing.
- 10.3 The Customer is responsible for the accuracy, correctness, authenticity and completeness of the Instructions. The Bank is not liable for any Loss or delay resulting from any breach, non-compliance or non-observance of the foregoing.
- 10.4 Any Instructions given will be dealt with in the normal course of business. If Instructions are given at a time after the deadline set by the Bank for transactions for any particular day, the said Instructions may not be carried out until the next Business Day.
- 10.5 Any instructions or requests for change or variation of any particulars in the Application Form shall be in writing and in such manner as may be prescribed or agreed to by the Bank from time to time and shall be served on the Bank at least seven (7) Business days.

11 Cancellation Or Change Of Instructions

The Bank shall not be obliged to cancel or change any Instructions after the same have been transmitted to the Bank. The Bank shall use all reasonable efforts to act on such cancellation or change prior to the Bank's execution of such Instructions, but the Bank shall have no liability whatsoever if such cancellation, or change is not effected in time or could not be made. In the event that the Bank attempts to cancel or change any Instructions at the Customer's request, the Customer shall be liable to pay any and all costs and expenses which may be incurred by the Bank. For the avoidance of doubt, the Bank shall not be taken to have received or to have

notice of any cancellation or change until the Bank actually receives the notice of cancellation or change.

12 Exclusion Of Liability

12.1 The Bank shall not be liable for any Loss incurred or suffered by the Customer or any third party by reason or arising from:-

- 12.1.1 the Customer's inability to perform any of the transactions due to limits set by the Bank from time to time;
- 12.1.2 any error, alteration, destruction of the Instructions, data or information to or from the Bank or during the course of transmission through the Internet Banking Services.
- 12.1.3 any intrusion or attack by any person or party on any data, hardware, software or system used in relation to the Internet Banking services or during the course of transmission, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Internet Banking Services or any part thereof or hijacking the data or any spoofing attack;
- 12.1.4 any restriction or prohibition on the access of the Internet Banking Services by any laws or regulations of any country from where the Customer access the Internet Banking Services;
- 12.1.5 the insufficiency of funds in any of the Customer's Account;
- 12.1.6 any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;
- 12.1.7 any breakdown or malfunction of any equipment, system or software used in connection with the Internet Banking Services, whether belonging to the Bank or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system;
- 12.1.8 any use, misuse, purported use or misuse, loss, the theft or unauthorised use of any of the Security Codes and/or the purported use or misuse of the Internet Banking Services;
- 12.1.9 the Customer's failure to comply with the latest instructions, procedures and directions for access of the Internet Banking Services.
- 12.1.10 the corruption or loss of any data or instruction in the course of transmission thereof through the Internet Banking Services;
- 12.1.11 the funds in any of the Accounts are not available for utilization because it has been earmarked or provided to the Bank as security or the Bank is exercising its lien over the funds in the Accounts, or pursuant to the Bank's rights under the Bank's various standard terms and conditions governing various banking facilities and services prevailing from time to time;
- 12.1.12 any fraud, criminal act, offence or violation of any law or regulation has been or will be committed; or
- 12.1.13 any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Customer's accessing the Internet Banking Services even if the Bank had been advised as to the possibility.
- 12.1.14 any delay or failure by third party service or system integration with Internet Banking Services; and/or

12.1.15 any action taken by the Bank pursuant to the Terms deemed as appropriate by the Bank at its discretion.

12.2 Notwithstanding anything to the contrary, the Bank and/or any of its officers and employees shall not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including any loss of profits or income, savings, opportunity loss, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages which may be suffered or incurred by the Customer or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against the Customer or the third party.

13 General Indemnity

13.1 In addition to, and without prejudice to, any of the other rights or remedies of the Bank, the Customer hereby irrevocably and unconditionally agrees to indemnify and hold the Bank harmless from and against any and all Loss suffered or incurred by the Bank, arising out of or in connection with any of the following:-

13.1.1 any failure, omission and breach by the Customer to comply with the Terms;

13.1.2 the Bank acting in accordance with any Instructions or in any manner permitted under the Terms; and/or

13.1.3 in relation to the use of any Security Tokens and/or Secure Token with or without the Customer's authority.

13.2 The Customer hereby acknowledges and agrees that the Customer's indemnities and undertakings under this clause shall survive any termination hereof.

14 Termination

14.1 The Customer agrees and acknowledges that the Bank reserves the sole right and discretion to suspend, terminate, withdraw or restrict, without any liability whatsoever, the access to all or any part of the Internet Banking Services without having to attribute any reasons by giving not less than Thirty (30) days prior notice to the Customer.

14.2 Notwithstanding Clause 14.1, the Bank may immediately terminate, suspend or restrict the Customer's access to the Internet Banking Services if:-

14.2.1 the Customer breaches or fails to observe any provision of the Terms or where the provision of the Internet Banking Services shall be contrary or prohibited by law or regulatory authority or body;

14.2.2 the Customer's fails to pay any Fees and Charges when due;

14.2.3 the Customer has provided the Bank with false or incomplete information;

14.2.4 the Customer becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;

14.2.5 in Bank's opinion, it is in the public interest to do so; or

14.2.6 there are any directions or instructions from National Bank of Cambodia or any other relevant authorities to the Bank to discontinue the Internet Banking services or the Customer's access to the Internet Banking Services.

14.3 Notwithstanding any provisions in this Clause 14, the Customer acknowledges and agrees that the Bank is entitled to terminate or suspend the Customer's use and access to the Internet Banking Services without further notice to the Customer in the event that the Customer fails to use or access the Internet Banking Services for a consecutive period of sixty (60) days or such other period as may be stipulated and notified by the Bank.

14.4 The Customer may terminate its access to the Internet Banking Services without assigning any reasons whatsoever, by giving at least thirty (30) days' prior written notice to the Bank. Such termination shall only take effect upon the Bank's receipt and accept

written notice of termination from the Signatory or the Customer in accordance with the Bank's requirements.

- 14.5 The Customer agrees and acknowledges that the termination does not affect the Customer's liability or obligation in respect of the Instructions received by the Bank prior to such termination that have been processed or are being processed by the Bank.
- 14.6 The Customer further agrees and acknowledges that where an Instruction has been received by the Bank prior to such notice of termination but has not been processed, and the Customer's access to the Internet Banking Services is thereafter terminated, the Bank shall not be responsible nor liable for any failure to process the said Instruction.
- 14.7 Any rights and obligations under the Terms, which by their terms would survive the termination, shall continue to be in full force and effect.

15 Variation

The Bank reserves the right to change, modify, delete, amend, add or vary the Terms at any time by giving prior notice to the Customer, and such amendments shall be binding upon the Customer.

16 Notices

- 16.1 Unless otherwise specified, all notices and communications by the Bank in relation to the Internet Banking Services may be given in any one of the following manners:
- 16.1.1 by ordinary post to the Customer's last address in our records and deemed received forty eight (48) hours after posting;
 - 16.1.2 by facsimile, email or other forms of instantaneous communication to the Customer's last known contact number or email address in the Bank's records and deemed received twenty four (24) hours after sending;
 - 16.1.3 by display at the Bank's premises, including our branches and deemed effective upon the display being made; and/or
 - 16.1.4 by display on the screen upon access to the Internet Banking Services and deemed effective upon the display being made.
- 16.2 Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the Customer and sent to the Bank's address as may be notified to the Customer from time to time and all notices from the Customer shall take effect only upon the Bank receiving the same.
- 16.3 For any query relating to Internet Banking Services, the Customer may contact the Bank's contact centre as follows:
CIMB Call Centre
Tel: 855 (23) 988 388 / 855 (87) 988 398
Email: www.cimbbank.com.kh

For the avoidance of doubt, all telephone calls made to the CIMB's Call Centre will be logged and recorded by the Bank.

17 International

- 17.1 The Customer agrees and acknowledges that the access to the Internet Banking Services from outside of Cambodia may be subject to, among others:
- 17.1.1 exchange control regulations of Nation Bank of Cambodia;
 - 17.1.2 other fiscal or exchange control requirements of the country where the transaction is effected or requested; or

- 17.1.3 other relevant laws and regulations of Cambodia and the country where the transaction is effected or requested.

18 Disclosure And Confidentiality

18.1 The Customer agrees that the Bank may, without further consent from the Customer, disclose any information in respect of the Customer, the Instructions and the Customer's subscription and access to the Internet Banking Services:

- 18.1.1 to any of the Bank's related corporations, including but not limited to companies within the group of the Bank as well as companies within CIMB Group, branches, affiliates, business partners and/or any of other persons, whether such Companies are residing, situated, carrying on business, incorporated or constituted within or outside Cambodia, where the Bank deem disclosure necessary to give effect, complete, verify or restrict a transaction or Instruction;
- 18.1.2 to any of the Bank's related corporations, including but not limited to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company.
- 18.1.3 to National Bank of Cambodia or other regulatory authorities in or outside Cambodia including court orders and requests;
- 18.1.4 to protect and/or defend our rights and the Bank's property;
- 18.1.5 to protect the interests of the public including but not limited to the detection of crimes and the apprehension of criminals; or
- 18.1.6 where disclosure is required or permitted by laws.

18.2 Due to the nature of access via internet, the Customer agrees and acknowledges that the Bank does not guarantee or ensure and does not make any representations or warranties in respect of the confidentiality of the information and the Customer hereby agrees to accept the risk associated with the use of the internet media including but not limited to the risk that all information transmitted through the Internet Banking Services may be accessed by unauthorised third parties and accordingly, the Customer agrees not to hold the Bank responsible or liable for any such unauthorised access.

19 Software And Hardware Upgrade

19.1 The Customer and Authorised User are responsible for their own computers, mobile devices, antivirus, software, hardware and security measures to prevent unauthorised access and use to the Customer's transactions and Accounts for the services provided via Internet Banking. The Customer must follow any other security rules prescribed by the Bank whether stated on the Bank's website, the Terms or otherwise notified to the Customer and/or Authorised User by the Bank in any way.

19.2 The Customer and Authorised User are responsible to provide sufficient and maintain their own equipment to access and use Internet Banking. This includes ensuring that their internet browser, computer, or mobile device is compatible with Internet Banking and free from any defects, viruses or errors. The Bank shall not be held responsible or liable for any loss or damage resulting from the Customer's and/or the Authorised User's use of any third-party computer, system or other unauthorised devices.

19.3 The Bank hereby reserves the right to change the type or versions or specifications of any of the Security Codes, hardware or equipment that the Customer may be required to access the Internet Banking Services and in the event that the Customer is not able to meet such requirements, the Bank may reject the Customer's Instructions and forthwith terminate the Customer's access to the Internet Banking Services without being liable to the Customer.

20 Force Majeure

In the event that the Bank is unable to observe or perform the Terms, whether in whole or in part, by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Cambodian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under the Terms as they are affected by such causes shall be excused for the duration of the abovementioned disabling events. The Bank shall not be liable for any Loss or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned disabling events.

21 Evidence

- 21.1 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of the Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 21.2 Except in the event of manifest error or fraud, the Customer agrees to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of the Instructions and other communications received or sent by the Bank. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.
- 21.3 All such Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

22 Rates

- 22.1 Foreign exchange rates and such other rates and information, including but not limited to news and reports on such rates or information made available under the Internet Banking Services are only indicative of the actual rates, quotes or information and are subject to change without prior notice.
- 22.2 The Customer hereby agrees that the Customer will bear sole responsibility for any and all loss and damage arising from or in relation to the Customer's reliance on such news and reports in making decisions to undertake any transactions through the Internet Banking Services.

23 Currency Exchange Indemnity

- 23.1 The Customer hereby agrees that any currency conversion in connection with the Internet Banking Services shall be effected in such manner as the Bank may at its sole and absolute discretion deem fit and at the Bank's then prevailing rate of exchange. The Customer further agrees that any loss, cost, charge and risk resulting from the conversion of one currency into another in connection with the Internet Banking Services shall be

borne solely by the Customer and the Customer hereby authorises the Bank to debit any such loss, cost or charge to any of the Customer's accounts (whether linked to Internet Banking Services with the Bank or not).

- 23.2 In the event that the Accounts does not have sufficient funds to pay for any transactions in full, the Bank reserves the right to liquidate any of the Customer's foreign exchange positions and cancel the transaction and the Customer shall be liable for any and all losses (including but not limited to foreign exchange loss), damages, Fees and Charges (including replacement fees) which may be incurred thereby.
- 23.3 Any amount received or recovered by the Bank in respect of any sum due to it from the Customer under this Terms in a currency ("Foreign Currency") other than the specified Currency ("Contractual Currency") for any transaction shall only constitute a discharge to the Customer to the extent of the amount in the Contractual Currency which the Bank is able, in accordance with its usual practice, to purchase with the amount so received or recovered in the Foreign Currency on the date of such receipt or recovery (or, if it is not practicable to make such purchase on such date, on the first date on which it is practicable to do so). If that amount in the Foreign Currency is less than the amount in the Contractual Currency due to the Bank under this Terms, the Customer shall indemnify the Bank from and against any and all loss that may be sustained by the Bank.

24 Miscellaneous

- 24.1 If any provision contained in the Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- 24.2 The Bank's rights under the Terms (a) may be exercised as often as necessary, (b) are cumulative and not exclusive of any other rights under any applicable law, and (c) may be waived only in writing and specifically. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 24.3 In the event that the Bank fails or neglects to enforce any provision or remedy under the Terms for whatever reason(s), the Bank shall neither be construed as having waived our rights to enforce the same nor as having waived our rights to any continuing, succeeding or subsequent breach of the same or any other provision in the Terms.
- 24.4 The Customer may not assign any right or benefit under the Terms without the Bank's prior written consent.

25 Privacy Clause

- 25.1 In the event the Customer provides the Bank personal data of any individuals ("**Relevant Persons**"), the Customer confirms that it has duly obtained the consent and authority of such Relevant Persons for the Bank to:
- 25.1.1 process the personal data in accordance with all legislations, laws and regulations governing banking services and Internet Banking Services;
 - 25.1.2 provide the said Relevant Persons with information on the Bank's products, services and/or offers which may be of interest and/or financial benefit to them.
- 25.2 The Customer agrees to notify the Relevant Persons and shall update the Bank in writing should there be any change to the personal information relating to the said Relevant Persons and any revocation of such consent. Should the consent and/or authority be

subsequently revoked by any of the Relevant Persons, the Bank shall have the right to terminate Internet Banking Services.

25.3 This Clause 25 shall be without prejudice to any other clause in the Terms which provides for the disclosure of information.

26 Third Party System Integration with Internet Banking Services

The Bank or its officers shall not be liable or responsible for any loss or damage in relation to any error or default of any third party system integration with Internet Banking Services as subscribed by the Customer including but not limited to any error or default on the part of the third party or in connectivity or data accuracy, completeness or authenticity. In the event any of the banking services cannot be carried out or performed via Internet Banking Services due to the aforesaid, the Bank is not under any obligation to rectify or perform or provide alternative modes or channel in respect of the aforesaid banking services. The Bank is under no obligation to ensure that any third-party system integration is free from viruses or defects.

27 Tax

27.1 If the Bank is required to make any payment on account of tax or otherwise in relation to any amount paid, transferred or received, or payable, transferable or receivable, pursuant to the banking services or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Bank, the Customer shall, to the extent that such payment or liability or a part thereof is in the Bank's opinion referable to the Customer, promptly indemnify the Bank against such payment or liability, together with any late payment charges, penalty, cost or expense payable or incurred in connection therewith.

27.2 The Customer shall furnish the Bank, with such documents and other information as the Bank may require concerning the tax consequences of the banking services (including, without limitation, whether there may or will be any withholding of tax) or for the purpose of complying with tax laws in any applicable jurisdictions.

27.3 The Customer shall continue to be bound by the provisions of this Clause 27 despite the termination of the banking services.

27.4 If any payment to be made under this Terms is subject to the deduction or withholding of tax, the sum payable by the Customer shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Bank receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

28 Governing Law & Jurisdiction

28.1 The Customer agrees that the Terms shall, at all times, be governed by and construed in accordance with the laws of the Kingdom of Cambodia. Further, the Customer agrees to submit and be bound by the non-exclusive jurisdiction of the Courts of Cambodia.

28.2 The Bank are entitled to act in accordance with the laws, regulations or directives of authorities operating in various jurisdictions including but not limited to foreign exchange restrictions, anti-money laundering and terrorist financing, and/or imposition of sanctions on any persons or entities (and/or the beneficiaries) to whom financial and/or other services are provided [irrespective of whether the said laws, regulations and/or directives have any legal and binding effect on the Bank].

28.3 The Bank may in its discretion take any action which it considers appropriate in the light of all such laws, regulations or directives. Such action may include but is not limited to:

- 28.3.1 the interception and investigation of any payment messages and other information or instructions sent to or by the Customer or on its behalf via the Bank's systems; and
 - 28.3.2 making further enquiries or requesting supporting document(s) from the Customer and/or any other persons or sources including for verification of compliance with foreign exchange restrictions or as to whether the imposition of sanctions on any named entities or persons is actually or indeed applicable or referable to the Customer, payee, beneficiaries and/or any other persons connected to or involved in the relevant transaction effected via the Bank.
- 28.4 The Bank reserves the right to reject suspend and/or withhold any transaction or funds at any point in time for the purpose of or in connection with the compliance of any laws, regulations or directives of authorities in any jurisdictions including but not limited to compliance with foreign exchange restrictions, anti-money laundering and terrorist financing and/or imposition of sanctions on any persons or entities. The Bank shall not be liable for any loss and damage suffered by the Customer and/or any other party arising out of the said rejection suspension and/or withholding.
- 28.5 The Customer shall ensure that it duly complies with the laws, regulations or directions of authorities operating in various jurisdictions which are applicable to it.

Acknowledged by

Authorized Person:
Name:
Date:

Authorized Person:
Name:
Date: