

**TERMS AND CONDITIONS GOVERNING  
CAMBODIA PUBLIC BANK INTERNET BANKING (CPBeBank.com)**

**NOTICE:**

THIS WEBSITE ALLOWS COMMUNICATION AND INTERACTION BETWEEN CAMBODIAN PUBLIC BANK PLC AND THE CUSTOMER.

BEFORE ACCESSING THIS WEBSITE AND/OR THE USE OF ALL OR ANY OF ITS PAGES, THE CUSTOMER MUST READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN AS WELL AS ANY OTHER TERMS WHICH THE BANK MAY PRESCRIBE. IF THE CUSTOMER DOES NOT AGREE TO ACCEPT ANY OF THE TERMS AND CONDITIONS, THE CUSTOMER IS ADVISED TO IMMEDIATELY DISCONTINUE ACCESS TO THIS WEBSITE AND/OR UTILISATION OF ANY PART THEREOF.

THE CUSTOMER IS TO NOTE THAT THE CUSTOMER'S ACCESS OR USE OF THIS WEBSITE SHALL BE AT THE CUSTOMER'S OWN RISK AND INITIATIVE, AND THE CUSTOMER SHALL BE RESPONSIBLE FOR COMPLIANCE OF ALL APPLICABLE LAWS.

**1. GENERAL**

- 1.1 The information, materials, contents or advice contained in this website do not constitute an invitation to treat or offer to enter into a legally binding contract with Cambodian Public Bank Plc and is provided for general information only.
- 1.2 The Customer is advised to seek independent legal, financial or other advice as the Customer deems necessary at all times before making any decision based on any information, materials or any content herein.
- 1.3 The information, materials, contents and functions provided in this website may be changed from time to time without notice at Cambodian Public Bank Plc's absolute discretion.
- 1.4 This service is only available to Cambodian Public Bank Plc's customers with USD and KHR accounts.

**2. DEFINITIONS AND CONSTRUCTION**

- 2.1 In these Terms and Conditions, the following words and expressions shall have the following meaning:

1. "Account" means one or more of the Customer's savings account, current account, credit card, loan, fixed deposit or any other accounts with Cambodian Public Bank Plc which may be accessed through the CPBeBank.com Services as determined by Cambodian Public Bank Plc.
2. "Agent" means any third party offering products, services, contents and information on this website.
3. "Agreement" means this agreement between the Customer and Cambodian Public Bank Plc. for the CPBeBank.com Services, all supplements, amendments and variations thereto.
4. "Authorised Person" means the Customer himself who has applied for the CPBeBank.com Services
5. "Bank" means Cambodian Public Bank Plc, a company incorporated in Cambodia having its registered office at Campu Bank Building No. 23, Kramuon Sar Avenue (Street No. 114), Sangkat Phsar Thmey 2, Khan Daun Penh, Phnom Penh, Cambodia as the case may be, and its respective successors in title and assigns and where applicable any of them.
6. "Banking Services" means products and services of Cambodian Public Bank Plc and its Agents as are made available to you on this website.
7. "Bill" means the bill, invoice, notice, renewal notice, form and/or payment demand received by the Customer from a Payee Corporation and which has to be paid within the time frame stipulated in the Payee Corporation's bill, invoice, notice, renewal notice, from and/or payment demand.
8. "Business Hours" means 24 hours daily including holidays.
9. "Customer" means the individual person or persons or the corporate entity in whose name (s) the Account(s) is/are maintained with Cambodian Public Bank Plc and to whom Cambodian Public Bank Plc has agreed to provide the CPBeBank.com Services and where applicable, the Customer's successors in title or legal representatives.
10. Eligible Accounts" means:
  - i. In the case of individual Customers, the individual accounts in the Customer's sole name or to joint accounts which the Customer maintains with another person/s and where the mandate for the operation of that joint account is "either one to sign"; or

- ii. In the case of a Corporate Customer, the accounts that the Appointed Person is authorised by the Corporate Customer to access and use the CPBeBank.com Services for and on behalf of the said Corporate Customer;
11. "Instruction" means instructions given by the Customer in respect of the Customer's Account(s) via the CPBeBank.com Services.
  12. "Internet" means a computer network consisting of a worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
  13. "Network Service Provider" means any Internet Service Provider ("ISP") or any commercial online service provider or a licensed telecommunications services provider approved by the Bank providing connection to the Internet or providing the Customer with telecommunications and connectivity services necessary for the provisions of any application in addition to its own proprietary network.
  14. "PAC" means the CPBe Authentication Code used to confirm and authorise the internet banking transaction effected by the Customer. The PAC will be sent via Short Message System ("SMS") Service by the telecommunications company to the Customer's handphone number registered in the Bank's records.
  15. "Password" means a unique string of characters issued by the Cambodian Public Bank Plc for the Customer's first time login to the CPBeBank.com Services and thereafter, chosen by the Customer and known only to the Customer and the CPB computer system, which must be keyed in by the Customer on the Customer's computer terminal in order to authenticate the Customer's User ID and grants the Customer access to the CPBeBank.com Services.
  16. "Payee Corporation" means those corporations or bodies approved by the Bank and whose names are displayed on the CPBeBank.com Services bill payment screen.
  17. "CPBeBank.com Services" means the Online Internet Banking Service which the Customer may access through the use of a personal computer terminal, modem and/or any other telecommunication device, over the Internet, upon the correct input of the Customer's User ID and Password.
  18. "CPB" means Cambodian Public Bank Plc.
  19. "Device" means a Computer Terminal or handphone that can be used to connect to the internet.

20. "US Dollar" or "USD" means the lawful currency in the Kingdom of Cambodia to be used for CPBeBank.com Services.
21. "Khmer Riel" or "KHR" means the lawful currency in the Kingdom of Cambodia to be used for CPBeBank.com Services.
22. "Terms and Conditions" means these Terms and Conditions governing the use of the CPBeBank.com Services.
23. "User ID" means the identification access code issued by CPB for the Customer's first time login to the CPBeBank.com Services and thereafter, chosen by the Customer which must be keyed in by the Customer in order for the CPBeBank.com Services system to associate the User ID with the Customer's user profile and account.
24. "Website" means CPBeBank.com or any other address as shall be determined and notified by CPB from time to time.

- 2.2 Words importing the singular shall include the plural and vice versa.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Cambodia. Any terms relating to computer technology not specifically defined or described herein shall be construed in accordance with the general practice and the information technology industry in Cambodia.
- 2.5 In the event of any conflict in the interpretation of this Terms and Conditions in any language the English version shall prevail.
- 2.6 Where there are 2 or more persons or parties comprised in the expression "the Customer", the agreements, covenants, stipulations, undertakings, terms and conditions expressed to be made by and on the part of the Customer herein shall be treated and understood as made by or binding upon such persons or parties jointly and severally.

### **3. THE AGREEMENT**

- 3.1 The Terms and Conditions herein and all supplements, amendments and variations thereto shall collectively constitute the agreement between the Customer and CPB ("the Agreement"), and shall apply to the CPBeBank.com Services.

- 3.2 The Terms and Conditions operate in conjunction with the respective Terms and Conditions and rules and regulations applicable to the Account(s) which the Customer represents that he/she has read, understood and agreed to be bound by without qualification or limitation by use of this website or any of its pages.
- 3.3 In the event of any conflict or inconsistency between the Terms and Conditions herein and the Terms and Conditions and rules and regulations governing the relevant Account(s), the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
- 3.4 In addition to the above, these Terms and Conditions operate in conjunction with the respective Terms and Conditions and rules and regulations applicable to PB engage KH Terms and Conditions.
- 3.5 In the event of any conflict or inconsistency between the Terms and Conditions herein and the Terms and Conditions and rules and regulations governing the relevant Account(s), the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
- 3.6 The rights to this Agreement may be transferred in part or in full to any company affiliated to CPB. The Customer's rights or obligation under this Agreement may not be transferred to other entity or person.
- 3.7 Use by the Customer of the CPBeBank.com Services at any time, shall indicate to CPB the Customer's acceptance and agreement to be bound by these Terms and Conditions.
- 3.8 In the event of any conflict in the interpretation of this Terms and Conditions, the English version shall prevail.

#### **4. PURPOSE OF THE CPBeBank.com Services**

- 4.1 The CPBeBank.com Services is provided to the Customer as a mechanism which will enable access to the financial services offered by the CPB.
- 4.2 The financial services available through the CPBeBank.com Services are provided by the CPB and may include products offered by its subsidiaries. CPB may exclude any financial services on the CPBeBank.com Services at its sole discretion.

- 4.3 The CPBeBank.com Services is made available to the Customer strictly on an "as is" basis and no warranty is made in relation to the CPBeBank.com Services, including any warranty in relation to its fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded.

In addition, the Customer agrees that CPB cannot ensure that the software will be compatible or may be used in conjunction with the Device and the Customer agrees that the Customer shall not hold the CPB liable for any such incompatibility or for any loss or damage to the Device which may be caused by the software or the installation process.

## **5. DISCLAIMERS**

- 5.1 CPB has taken reasonable care to ensure the accuracy of information materials and content given directly and exclusively by the CPB. Notwithstanding the same, the information, materials and contents provided by the CPB and third party service providers on this website are provided on an "as is" basis and are of a general nature and shall be subject to the Customer's obligation to take other independent legal, financial or other advice as the Customer shall deem necessary.
- 5.2 CPB, its directors, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality or fitness for purpose of the services or products transacted through this website.
- 5.3 Neither CPB nor any other parties involved in the creation, production or delivery of the CPBeBank.com Services assume any responsibilities with respect to the Customer's use thereof. No oral or written information or advice given by CPB, its agents or CPB's employees shall create a warranty or in any way increase the scope of this warranty, and the Customer shall not rely on any such information or advice.
- 5.4 CPB shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using any services offered.
- 5.5 CPB does not warrant or represent that access to the whole or part(s) of this website, the materials, contents, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect shall be corrected, or that there shall be no delay, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties shall be transmitted or that no damage shall occur to the Customer's computer system.

## **6. ACCESS AND USE OF CPBeBANK SERVICES**

- 6.1 Application for subscription to the CPBeBank.com Services shall be subject to the Customer maintaining a valid Account with the CPB and further subject to such eligibility criteria that CPB shall stipulate.
- 6.2 Use by the Customer of the CPBeBank.com Services at any time and from time to time shall indicate to CPB the Customer's acceptance and agreement of the provisions of the Terms and Conditions and of the risks in conducting any transaction over the Internet.
- 6.3 Upon approval of the Customer's application to subscribe to the CPBeBank.com Services over the counter, the Customer will be provided with a User ID and Password. When the Customer logs in for the first time, the Customer shall replace the User ID and Password provided with a new User ID and Password of his / her choice.
- 6.4 The Password selected by the Customer may be changed by the Customer at any time.
- 6.5 The Customer shall not disclose the Password to any person and must take all precautions and security measures to prevent unauthorised and fraudulent use of the Customer's User ID and/or Password and the CPBeBank.com Services by the use thereof.
- 6.6 The Customer shall immediately notify his account holding branch or the Bank at the address stated in Clause 31 below in writing in the event there is any change to his handphone number and/or the User ID and/or if his Password has been compromised in any manner whatsoever.
- 6.7 In the case of Joint Account Holders, the mandate for operation of the account shall be as indicated in the CPB's prescribed account opening form. Where the mandate for the operation of the account is either one to sign, each Joint Account Holder will be issued with a separate User ID and Password for each Joint Account Holder's personal use. All transactions on the Account shall be binding on all the account holders jointly and severally.
- 6.8 Access by the Customer to the CPBeBank.com Services shall be activated and all instructions and transactions issued thereafter shall be attributed to the Customer upon successful login of the User ID and Password and the use of PAC/SecureSign Token notwithstanding that such access, instruction or transaction may have been made by a third party whether authorised or unauthorised.

- 6.9 The Customer further represents, and warrants that all information and instruction forwarded to CPB through this website is correct, validly issued and legally binding on the Customer.
- 6.10 CPB and/or third party service providers shall be entitled to carry out any instruction or transaction and/or rely on any instruction or information provided in connection with the Customer User ID and Password and the use of PAC/SecureSign Token as if the Customer had transacted it and/or provided the information CPB shall not be liable for any loss or damage which the Customer and/or any third party may incur.
- 6.11 The Customer is advised to log in to the CPBeBank.com Services, as the case may be, on a regular basis to ensure his account(s) balances and transactions performed are in order. Any irregularities or inconsistencies in his account(s) balances or transaction history are to be notified to the CPB immediately.
- 6.12 The Customer agree that instructions or transactions received by CPB are irreversible when received completed or relied upon by CPB. Instructions received by CPB during Business Hours where practicable shall be effected on the same day provided that it shall be in accordance with normal banking practice, or such other date and/or time as CPB may determine having regard to the general practice of bankers.
- 6.13 CPB refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with CPB's policy or any law or any rule or regulation to which CPB is subject to or for any other reasons.
- 6.14 The Customer acknowledges that the CPBeBank.com Services, is dependent on the connectivity and services provided by the Network Service Providers and intermediaries engaged by the Bank. The Bank shall not be liable for non-delivery or delayed delivery of alert, error, loss or distortion in transmission of information and instructions to/from the Customer.
- 6.15 The Customer further acknowledges that he/she must not use the CPBeBank.com Services in an environment which may jeopardise the e-Banking Service's security features, function or the Customer's credentials.
- 6.16 Notwithstanding the above, CPB is hereby authorised to comply with instructions received by the CPB under the CPBeBank.com Services.



## **7. AVAILABILITY OF SERVICES**

- 7.1 The CPBeBank.com Services is intended to be available for twenty-four (24) hours daily, including on holidays. However, the Customer acknowledges that at certain times some or all of the CPBeBank.com Services may not be accessible due to system maintenance or other reasons or causes which are beyond the control of CPB. The Customer acknowledges that notwithstanding any provisions herein CPB does not warrant that the CPBeBank.com Services will be available at all times without interruption.
- 7.2 In the event that any or all of the CPBeBank.com Services are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to the Automated Teller Machines/Cash Recycling Machines or at a branch of CPB, to issue such instructions as shall be desired by the Customer at the material time.

## **8. AVAILABILITY OF FUNDS**

- 8.1 The Customer agrees and accepts that CPB is entitled to set such limits and conditions to all the transactions performed by the Customer through the CPBeBank.com Services as CPB deems fit from time to time. The Customer further agrees and accepts that the Customer's transactions inclusive of fund transfers (except as provided in Clause 10 below) is limited to such maximum daily limit that may be imposed by CPB. The Customer shall ensure that the limit shall be observed.
- 8.2 Subject always to CPB's right of set-off as herein referred CPB shall not be obliged to execute or give effect to any instructions given or transactions performed by the Customer unless and until the Customer's Account has sufficient available funds. CPB's right of set-off as herein reserved may be exercised by CPB and any transactions performed and/or instructions given by the Customer may be performed in such order as CPB thinks fit.
- 8.3 In the event the Customer's Account is overdrawn for any reason whatsoever including the exercise by CPB of its right of set-off or as a result of CPB executing the Customer's instructions, the Customer shall on demand pay to CPB the amount of moneys so overdrawn with interest/profile thereon at such rate of interest/profile as CPB determines and until such payment, the Customer shall abstain from performing any other transaction in the Customer's Account through the CPBeBank.com Services or through any other channel.

8.4 CPB does not warrant or represent that the information including details of the Customer's Account as relayed through the CPBeBank.com Services is a true and accurate representation or conclusive evidence of the state of the account. The Customer understands and agrees that details of the account as relayed above may not be current or up to date as there may be transactions performed and/or instructions given by the Customer pending processing by CPB at the material time.

8.5 A Statement of Account duly certified by an authorised officer of CPB shall be final and conclusive and shall be binding on the Customer as evidence of all transactions carried out on the Customer's instructions.

**9. PAYMENT (INCLUDING PAY BILLS, PAY LOAN, PAY CARDS, PREPAID TOP UP)**

9.1 CPB may at any time withdraw any Payee Corporation from CPB's list of Payee Corporations the Customer agrees that CPB shall not be liable for any loss or damage which the Customer may suffer as a result of CPB's actions.

9.2 The Customer shall adhere to the Terms and Conditions of each Payee Corporation with regard to settling of the respective bills.

9.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.

9.4 The Customer agrees that CPB shall not be liable for any loss or damage caused in the event that CPB is not able to effect payment, or to effect timely payment, to the Payee Corporation.

9.5 The Customer agrees and accepts that the limit for such Bill payment is limited as provided in Clause 8 above.

9.6 The Customer acknowledges and consents that where the CPBeBank.com Services is used to effect bill payments to the Payee Corporations, the information provided by the Customer to effect the said payment will be disclosed to the Payee Corporation for purposes of affecting the Customer's payment. The Customer's consent for disclosure of information to the Payee Corporation will be stored and will remain valid until revoked by the Customer.

9.7 The Customer acknowledges that the Customer can revoke his consent referred to above at any time. In the event that the Customer revokes his consent for disclosure of information to the Payee Corporation as stated above, the Customer agrees that the Bank will no longer be able to effect his payment to the Payee Corporation in question and the Customer undertakes to make alternative arrangements to effect payment to the Payee Corporation, where necessary. The Customer hereby agrees that he shall not hold the Bank liable for acting on the Customer's instructions revoking his consent as aforesaid.

## **10. FUND TRANSFER (INCLUDING TRANSFER TO CPB ACCOUNT OR TRANSFER TO OTHER BANKS)**

10.1 Transactions of funds transfers where the Customer is transferring funds between the Customer's own accounts maintained with CPB, such transfer is subject to a maximum daily limit as stipulated in Clause 8 above.

10.2 Fund Transfer instructions where the Customer is transferring funds to a third party account maintained with CPB or any account with any other bank, such transfer shall be subject to such maximum daily limit and conditions as are imposed and/or revised by the said company in CPB or relevant authorities.

10.3 Where the Customer transfers funds to a third party account ("the payee") as aforesaid in Clause 10.2 above, the Customer hereby confirms to the Bank that the Customer has obtained the payee's consent and approval to disclose to the Bank the payee's mobile phone number and/or e-mail address, which mobile phone number and/or e-mail will be used by the Bank as instructed by the Customer to notify the payee that the payee's account has been credited or a fund transfer has been effected to the payee's account.

## **11. EXCLUSION OF LIABILITY**

11.1 In addition to and nor in derogation of expressed provisions in the Terms and Conditions herein, the CPB shall not be responsible or liable for any damage (whether special or consequential), loss, embarrassment, goodwill expenses or loss of profit incurred or suffered by the Customer by reason of or in connection with the following:-

11.1.1 The Customer's use of the CPBeBank.com Services;

11.1.2 The CPBeBank.com Services not being available;

11.1.3 Any access, use or inability to access or use this website and/or any other website linked to this website;

- 11.1.4 Any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of CPB or its agents;
- 11.1.5 Attack or interference by any computer virus, corruption, worms or by any person;
- 11.1.6 Any failure or delay attributable to services provided by any Network Service Provider;
- 11.1.7 Failure or delay in the execution of any of CPB's obligations due to any cause beyond the control of CPB including but not limited to governmental directive of Cambodia or any other country, pandemic or causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides or Acts of God or computer, electronic, communications or electrical system failures of any nature whatsoever, malfunction or breakdown, or the interruption, non-supply, breakdown or failure in supply of electricity or power for any length of time;
- 11.1.8 Any inaccuracies, errors, defects of any content of this website or other website linked to the CPBeBank.com Services;
- 11.1.9 Any operation malfunction or defect of the Customer's computer terminal, systems or software used in accessing the CPBeBank.com Services;
- 11.1.10 Any omission, delay in performance or non-performance of the Customer's obligations under the provisions of the Terms and Conditions;
- 11.1.11 CPB acting on instruction transmitted with the use of the Customer's User ID and Password;
- 11.1.12 CPB acting on instructions of any one authorised signatory of a Joint Account; and
- 11.1.13 The access of any site linked to the CPBeBank.com Services;

## **12. COPYRIGHT AND TRADEMARK**

- 12.1 Unless otherwise indicated, all copyrights, trademarks/servicemarks, patents, logos and other intellectual property rights of CPB or others in this website and contents whereof and in the CPBeBank.com Services (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in Cambodia Public Bank, CPB or the relevant third party proprietor as the case may be. No part or parts of this website may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorised person of CPB or the relevant third party proprietor as the case may be. The insertion of a link to this website on any other website, frame or "mirror" any content of this website on another website or server is prohibited unless with the prior express written consent of an authorised person of CPB or the relevant third party proprietor as the case may be.
- 12.2 The Bank may display and use external party logo for the purpose of promoting the Bank's own services and/or products.
- 12.3 The Customer understands that the CPBeBank.com Services, or the Bank's website shall not be used for any purpose which is unlawful, abusive, libelous, obscene, or threatening nor shall it be used in contravention of any law or regulatory requirements.

## **13. LINKS**

- 13.1 The Customer understands that CPB may include hyperlinks from or to websites that are owned or operated by third parties not under the control of CPB and /or the PBB Group.
- 13.2 By providing hyperlinks within the CPBeBank.com Services, the Bank does not endorse and is not responsible for any linked website and disclaims any liability for the privacy practices or the content of these linked websites. The Customer understands and acknowledges the necessity to review the intended link's Terms and Conditions, policy and any other corresponding documents to understand the effect of the third party content or services prior to its usage.
- 13.3 Any person who links to this website without the express written consent of the authorised person of CPB shall be liable for any claim arising out of such unauthorised linking.

## **14. RIGHT OF SET-OFF**

14.1 The Customer hereby agrees that CPB may at any time with seven (7) calendar days prior written notice recover from the Customer by way of set-off any monies owing to CPB as a result of or incidental to the transactions executed through the CPBeBank.com Services. The Customer shall not hold CPB responsible for any claims arising out of CPB exercising its right of set-off.

## **15. DISCLOSURE**

15.1 In order to provide the Customer with the wide range of financial products and services offered by CPB on the Internet, it is necessary for information about the Customer to be made known or available through the Internet to each company in CPB and to CPB's agents, suppliers, vendors and service companies that provide support or services for CPB's products and services. Customer's information will not be provided to third parties for purposes other than the above and only such information as is required will be provided.

15.2 If the Customer does not agree to the CPB revealing or divulging the information provided by the Customer within the CPB Group and CPB's agents, suppliers, vendors and service companies, the Customer shall write in to the CPB at the address below:-

Campu Bank Building  
No. 23, Kramuon Sar Avenue (Street No. 114),  
Sangkat Phsar Thmey 2,  
Khan Daun Penh,  
Phnom Penh,  
Cambodia

15.3 The Customer is agreeable to the disclosure of the Customer's personal information to such persons stated therein and as permitted by law.

15.4 Whilst CPB is committed to take reasonable care and use its best endeavors to ensure that information transmitted and received is secure, the Customer acknowledges the risks involved in using the Internet and that CPB cannot guarantee the security of the said information and that it may not be accessed by unauthorised third parties. The Customer agrees not to hold CPB responsible for any loss or damage suffered arising from the disclosures as specified herein.

## **16. BANK CHARGES**

16.1 The Customer hereby agrees and undertakes to pay to CPB all such service or transaction charges which CPB may impose from time to time in respect of or in connection with the CPBeBank.com Services, and such service or transaction charges shall be debited from the Customer's Eligible Account as and when the same is incurred. All such service fees or transactional charges payable shall be inclusive of applicable tax (es).

## **17. TERMINATION**

17.1 Notwithstanding anything herein to the contrary, CPB may suspend or terminate the Customer's right of access to the CPBeBank.com Services or any portion thereof notice.

17.2 CPB is entitled to terminate the Customer's rights of access to the CPBeBank.com Services should the Customer cease to maintain any Account with CPB which can be accessed via the CPBeBank.com Services or should the Customer's access to such Account(s) be restricted by CPB or any other party for any reason.

17.3 The Customer may terminate the Customer's use of and access to the CPBeBank.com Services by giving prior written notice to CPB. The CPBeBank.com Services to the Customer will be cancelled within seven (7) days from the date of CPB's receipt of the said notice of termination. The Customer hereby agrees not to use the CPBeBank.com Services with effect from the date of the Customer's termination notice and further agrees that CPB shall not be obliged to effect any of the Customer's instructions received on any day falling after the receipt of the Customer's notice of termination.

17.4 In the case of Joint Accounts, each and everyone of the Joint Account Holders agrees that the termination of the CPBeBank.com Services may be given by any one of the authorised signatories of the Joint Account.

17.5 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions already processed and/or effected by CPB on the Customer's behalf.

## **18. EVIDENCE**

18.1 All records kept by the Bank in whatever form, shall be final and conclusive evidence against the Customer of the contents of the Instructions.

18.2 The Customer agrees that all Instructions transmitted by the Device or otherwise issued by the Customer, though in electronic form:

- 18.2.1 Are written documents and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and the Customer hereby waives any such right the Customer may have at law; and
- 18.2.2 Are original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.
- 18.3 The Customer acknowledges and agrees that the Bank's records and any records of any Instructions made or performed, processed or effected through the CPBeBank.com Services by the Customer or any person purporting to be the Customer, or any record of transactions relating to the CPBeBank.com Services and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the CPBeBank.com Services, whether stored in electronic or printed form, shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Customer hereby waives any of your rights (if any) to so object.

## **19. EQUIPMENT AND NETWORK ACCESS**

- 19.1 The Customer shall, at his own cost and expense, be responsible for the purchase, cost, installation, maintenance use and repairs (if any) of the computer equipment, other telecommunication equipment and software ("the Equipment") necessary for the Customer to access the Internet and to the CPBeBank.com Services. The Equipment shall be in accordance with the specifications, if any, prescribed by CPB.
- 19.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties.

## **20. CUSTOMER'S DUTY OF CONFIDENTIALITY**

- 20.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon CPB under the Cambodian Laws and Regulations applicable to Banks and Financial Institutions, as the case may be and undertakes not to do or cause to be done any act or omission which may cause CPB to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of the Terms and Conditions herein.



20.2 In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer is hereby put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege. The Customer agrees to delete such material or data and further agrees to notify CPB by telephone immediately.

## **21. INDEMNITY**

21.1 The Customer agrees to indemnify and keep CPB fully indemnified against any and/or all liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind whatsoever which may be imposed on, incurred by or asserted against CPB in respect of any statement, representation, communication, act and/or omission in any way relating to or arising out of the negligence of or wilful misconduct of or breach of or any omission, delay, default or failure of the Customer's obligations under the Terms and Conditions as provided herein or howsoever caused by the Customer and/or any of its officers or employees in the performance of its obligations under the Terms and Conditions.

21.2 The Customer further agrees that CPB shall not be liable to the Customer for and with respect to any third party (including but not limited to the payee referred to in Clause 11.3 above) claim and the Customer shall indemnify and hold CPB harmless from and against any liability claim loss damage or expense of any kind (including strict liability in tort) relating to or arising out of third party rights or the payee as aforementioned and the infringement thereof.

21.3 The Customer undertakes to indemnify CPB for any breach of secrecy and any consequences arising therefrom, which shall include any unauthorised or unlawful access to the information by any third party employing any means whatsoever.

21.4 CPB shall not be responsible for fraudulent or unauthorized instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer unless arising through the negligence or willful default of CPB.

21.5 The Customer's obligations herein shall survive the termination of any of the CPBeBank.com Services to the Customer by either party.

## **22. WAIVER**

22.1 No failure or delay on the part of CPB in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

## **23. SEVERABILITY**

23.1 If any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.

## **24. CHANGE OF TERMS AND CONDITIONS**

24.1 CPB reserves the right to vary, amend or supplement any of the Terms and Conditions by way of notice in such manner as deemed suitable by CPB from time to time. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the CPBeBank.com Services at this website and use of the services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements.

## **25. SUCCESSORS BOUND**

25.1 The Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title of the Customer and on the successors in title, assigns of CPB or of any company by which the business of CPB may for the time being be carried on, and the Customer shall not be entitled to assign any of the Customer's rights or obligations under the Terms and Conditions herein unless with the express prior written consent of CPB.

## **26. FRAUD/UNAUTHORISED INSTRUCTIONS/SECURITY BREACH**

26.1 The Customer hereby acknowledges that the Bank shall not be responsible for any fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:

- The Customer has acted fraudulently; and/or
- The Customer failed to carry out the following obligations:
  - i. To safeguard the Customer's sensitive personal banking information such as the User ID, password and PAC by disclosing it verbally or in writing to a third party;
  - ii. To take responsible preventive steps to update and protect the Customer's Device to ensure that they are malware/virus free;
  - iii. To take responsible steps to ensure that the Customer changes the Customer's password, checks his banking information and balances

periodically and to keep his sensitive banking information and security devices and Device secured at all times;

- iv. To report a breach or a suspected compromise of security as soon as possible (within 24 hours) regardless of the Customer's location after becoming aware of the breach or loss, either verbally or in writing to the Bank's Customer Service Officers or any of the Bank's branches;
- v. To furnish the Bank with an official Cambodian report as soon as possible after reporting the breach of security to the Bank; and/or
- vi. To provide the Bank with the following information, either verbally or in writing, with respect to the disputed transaction(s): Customer's name, the affected account, the date and amount of the disputed transaction and reason why the Customer believes that it is a disputed transaction.

26.2 The Bank shall work with the relevant authorities and reserves the right to institute legal action against the Customer who delays, obstructs and/or withholds vital information from the Bank, publishes false claims on traditional or social media and/or lodges false police reports with respect to any transaction performed or purported to be performed through the CPBeBank.com Services

## **27. THE BANK'S ANTI-BRIBERY AND ANTI-CORRUPTION POLICY**

27.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. The Bank reserves the right to terminate this Agreement forthwith in the event the Customer or any of its officers or agents are found to be involved in any acts of bribery or corrupt practices.

## 28. NOTICES

- 28.1 The Customer hereby consents to all notices and other communications which concern the CPBeBank.com Services or are required under the Terms and Conditions or may be given by CPB in any one of the following manners:
- 28.2 By ordinary post to the Customer's last known address in CPB's records and such notification shall be deemed received two (2) days after posting.
- 28.3 By electronic mail to the Customer's last known e-mail address in CPB's records and such notification shall be agreed as received twenty four (24) hours after sending.
- 28.4 By display in CPB's business premises and such notification shall be effective upon such display.
- 28.5 By way of advertisement in one insertion in any national newspaper and such notification shall be effective on the date of publication of the advertisement in any such newspaper.
- 28.6 By inserting a notice in CPB's Statement of Account to the Customer and such notification shall be effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer.
- 28.7 Broadcasting a message on this website.
- 28.8 If notified to the Customer in any other manner as CPB deems fit.
- 28.9 All notices to CPB concerning the CPBeBank.com Services and the Terms and Conditions shall be in writing, signed by the Customer and shall be sent to CPB at the following address or delivered or transmitted or by such other way as CPB may notify the Customer from time to time:

Campu Bank Building  
No. 23, Kramuon Sar Avenue (Street No. 114),  
Sangkat Phsar Thmey 2,  
Khan Daun Penh,  
Phnom Penh,  
Cambodia

## **29. LAWS AND JURISDICTION**

- 29.1 The use of the CPBeBank.com Services on this website and the Terms and Conditions herein shall be governed by and construed in accordance with the laws of Cambodia and the parties hereby submit to the exclusive jurisdiction of the Courts of Cambodia notwithstanding that the CPBeBank.com Services on this website may be accessed in other jurisdictions and not restricted to Cambodia.
- 29.2 The use of the CPBeBank.com Services outside of Cambodia is subject to the Law on Foreign Exchange (August 22, 1997) and the Exchange Control Regulations of the Central Bank of Malaysia, any fiscal or Exchange Control requirements or regulations operating in the country where the transaction is effected or requested.
- 29.3 The maximum amount of a transaction and the purpose for which it is effected may be determined by the National Bank of Cambodia and the laws and regulations of the country in which the transaction is effected or requested.
- 29.4 The Customer hereby agrees that the Customer shall be solely responsible for the compliance with all laws applicable to the Customer in the Customer's jurisdiction in respect of the use of the CPBeBank.com Services.