



Terms and Conditions of eFixed Deposit (eFD)

1. Eligibility

- 1.1 The eFixed Deposit Account (hereinafter referred to as the “eFD”) is a fixed deposit account which allows account creation, placements and withdrawals to be performed online via Internet Banking/ Mobile Application (hereinafter referred to as the “Internet Banking/ Mobile Application”).
- 1.2 eFD is a conventional fixed deposit product.
- 1.3 eFD is only available to individual customers aged 18 years and above, who have existing conventional personal Current Accounts or Savings Accounts (CASA) and who have registered for Internet Banking/ Mobile Application (hereinafter referred to as the “account holder”).
- 1.4 “**BOTH** to sign” is NOT eligible to open or to operate eFD. The eFD is available for joint CASA with the mode of operations ‘either one to sign’ or ‘any one to sign’ only.
- 1.5 Non-individuals i.e. sole proprietorship, partnerships, corporate entities, associations, clubs and societies are NOT eligible to open or to operate eFD.

2. Account Opening and Placement

- 2.1 eFD can only be opened and transacted online via Internet Banking/ Mobile Application.
- 2.2 Over the counter transactions are **NOT** allowed.
- 2.3 A conventional personal CASA must be selected during the eFD account opening (hereinafter referred to as the “Designated CASA”) and tagged to the eFD account for placement/withdrawal/interest crediting purposes.
- 2.4 The eFD will be linked to the Designated CASA.
- 2.5 The eFD customer information will be the same as the information captured from the Designated CASA.
- 2.6 Multiple placements into the eFD are allowed and the transaction is available for 24 hours a day with 7 days a week.
- 2.7 Placements of each eFD must be made for a period of between one (1) month to twelve (12) months period and at such rate of interest to be determined by the Bank at any time.
- 2.8 The minimum of eFD are as follows:-

Interest Rate (Per Annum)	Minimum Initial Deposit	
	US Dollar (USD)	Khmer Riel (KHR)
Tenor		
1 Month	USD1,000.00	KHR4,000,000.00
2 Months	USD1,000.00	KHR4,000,000.00
3 Months	USD500.00	KHR2,000,000.00
6 Months	USD500.00	KHR2,000,000.00
9 Months	USD500.00	KHR2,000,000.00
12 Months	USD500.00	KHR2,000,000.00



- 2.9 No physical Fixed Deposit (FD) receipt will be issued for the eFD placement. In the absence of a physical FD receipt, the placement reflected online will be binding on the account holder as well as the Bank.
- 2.10 Upon successful placement, the eFD Placement/Renewal Slip will be generated which will contain details of the placement. Transactions in the eFD will also be reflected in the quarterly statement of eFD, which will be made available online via Internet Banking/ Mobile Application.
- 2.11 The source of funds for the eFD placement will be debited from the Designated CASA.
- 2.12 The Designated CASA is not allowed to be closed unless all outstanding eFD placement(s) have been withdrawn and the withdrawal proceeds have been credited to the Designated CASA.
- 2.13 The effective date of the eFD placement will be on the same day of placement if successfully placed via Internet Banking/ Mobile Application.
- 2.14 All placement(s) under eFD account shall NOT be used as collateral for pledging purposes.

3. Interest Rate and Interest Payment

- 3.1 Interest on this eFD will cease at due date. Accrued interest on the eFD is subject to the Bank’s right to withhold such sum(s) as are required as withholding or other taxes, levies or impositions from time to time.
- 3.2 The tenure and the mode of interest payment available are as follows:

Tenure	Interest Payment
1-12 months	<ul style="list-style-type: none"> • Credit into the Designated CASA upon maturity; or • Add on to the principal upon maturity

- 3.3 The interest payment mode is to be selected upon placement of the eFD.
- 3.4 Interest is calculated to the actual number of days.

4. Withdrawals

- 4.1 Withdrawals of eFD can only be performed via Internet Banking/ Mobile Application and partial withdrawals of any eFD are NOT allowed.
- 4.2 Upon withdrawal of an eFD, the principal sum and interest earned thereon (if any), shall be automatically credited into the Designated CASA.
- 4.3 eFD is not allowed to withdraw on the placement date.

5. Premature Withdrawal

- 5.1 Premature withdrawal of eFD can only be performed a day after placement date via Internet Banking/ Mobile Application.
- 5.2 In respect of eFD tenures of 1,2 or 3 months, the following shall apply:
 - a) No interest will be paid on placements withdrawn prior to maturity.



5.3 In respect of eFD tenures exceeding 3 months i.e. over 90 days, the following shall apply:

- a) No interest will be paid on eFDs uplifted before the completion of 3 months. For eFDs uplifted prematurely, after the completion of 3 months i.e. 90 days, interest will be calculated and paid at half (1/2) of the original contracted rate for each completed month.

6. Renewal/Rollover

6.1 Upon maturity, the eFD shall be automatically renewed for the same period at the prevailing interest rates.

7. Liability

7.1 Account holder hereby give consent to the Bank to disclose information such as may be required by National Bank of Cambodia in compliance with their directives and/or to companies in the Public Bank Group and other financial institutions for the purpose of a bona fide credit evaluation.

7.2 Should the Bank retain or is obliged to retain solicitors to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to the eFD account, the account holder shall be liable to pay to the Bank all costs, fees and charges in relation thereto. The Bank shall have the right to debit the account holder's Designated CASA or the eFD account for such costs, fees and charges.

8. Suspension of eFD account

8.1 The contractual relationship between the account holder and the Bank will be terminated and the operation of the eFD account will be suspended under any of the following circumstances:-

- a) The account holder's death, insanity or bankruptcy; and/or
- b) The service of any legal process or order by the court on the Bank against the account holder.

9. Right of Set-Off

9.1 The Bank may at any time with seven (7) days prior notice to the account holder to set off or transfer any sum(s) standing in the credit of the eFD account towards the satisfaction of any liabilities, jointly or severally, on any other account of the account holder.

10. The Bank's Anti-Bribery and Anti-Corruption Policy

10.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy (ABAC Policy) which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, the Customer is advised to visit the Bank's website. The Bank reserves the right to terminate this contractual relationship immediately 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.

11. Internet Banking/ Mobile Application

The account holder hereby undertakes to indemnify the Bank and at all times keep the Bank fully and completely indemnified from and against all claims and demands, actions and proceedings, loss and expenses including legal costs as between solicitor and client and all other liabilities made or taken against or incurred or suffered by the Bank arising out of the said authorisation given by the account



holder. The account holder agrees that his/her liabilities shall be a continuing liability and shall remain in full force and effect until the Bank's liabilities if any is fully discharged to the Bank's satisfaction.

12. Notices and Communication

- 12.1 The account holder shall notify the Bank of any change of address. All communications by the Bank, addressed to or delivered to the account holder shall be duly delivered if sent to the account holder's last known address registered with the Bank.
- 12.2 All notices and communications to the account holder will be in writing and may be sent to the account holder by internet e-mail or by displaying the same at the Bank's premises and website. All legal processes shall be duly delivered and received if sent to the account holder by post to or left at his address last registered with the Bank.
- 12.3 The Bank may levy or vary any approved fees and charges without prior written notice by displaying the new fees and charges at the Bank's premises and website.

13. General

- 13.1 The account holder hereby declare that prior to or at all times of the opening of this eFD account, the account holder has not:
- a) Been reported to Dishonored Cheque Information by the National Bank of Cambodia in the last 12 months; and/or
 - b) Committed any act of bankruptcy; and/or
 - c) Been subject to any resolution or petition for winding up or insolvency being made or presented against him/her.

The Bank shall have the right at any time to close this eFD account without prior notice in event the account holder commits an act of the above be contravened by him/her.

- 13.2 The Bank further reserves the right to vary, amend or revise any of the terms and conditions mentioned herein, the features and benefits of the eFD account by displaying a notice in the revisions at the Bank's premises and website before the revisions are effected.
- 13.3 Where this applicable for the Designated CASA as joint account, I/we, the account holders agree that in the event of the demise of one account holder, the Bank is authorised to pay the balance standing to the credit of this account to the survivor(s) and such payment shall constitute a valid discharge by the Bank of the amount due in this account.

Note: Join account is applicable for mode of operations as 'either one to sign or anyone to sign' only.

- 13.4 By accepting these Terms and Conditions, the account holder confirms that I/we has read and fully understood the Bank's Internet Banking/ Mobile Application Terms and Conditions. The account holder further agrees to comply with and be bound by and any amendment(s) or variation(s) to the same which the Bank may subsequently introduce, which will be made available on the Bank's website, www.cpbebank.com.kh and/or on the notice board at branches and/or which may be communicated by any other approved means.

The account holder continuing to maintain and operating the eFD account shall be construed as the account holder's acceptance to the amendments or variations to the Internet Banking/ Mobile Application Terms and Conditions.



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- 13.5 Notwithstanding the provisions herein, the Bank reserves the right to prevent any operation on this eFD account if the Bank suspects that the said account is being used for any illegal purpose whatsoever.
- 13.6 The Bank may accept or reject the opening of the eFD account without assigning any reasons.