

TERMS & CONDITIONS
OF USING SACOMBANK CAMBODIA EBANKING SERVICES

The content of below Terms & Conditions along with Application for using Sacombank Cambodia “called The Bank” eBanking services constitutes the Agreement of using The Bank eBanking services between The Bank and Client (Hereinafter called Agreement). By confirming to agree on these Terms & Conditions, Client acknowledges to have read, understood and accepted to be bound by the rights and obligations of this Agreement.

ARTICLE 1. DEFINITIONS

- 1) **The Bank** means Sai Gon Thuong Tin Bank Cambodia Plc.
- 2) **Client** means user who has registered to use The Bank eBanking services on the basis of meeting the conditions for registration of The Bank eBanking according to The Bank’s regulations from time to time.
- 3) **Transaction points mean Branches and Transaction Offices of The Bank in Cambodia.**
- 4) **Sacombank Cambodia eBanking (called eBanking)** means the electronic banking channel that is provided for Client by The Bank via any devices connected to the Internet, there are two channels in The Bank eBanking: iBanking and mBanking
- 5) **Sacombank Cambodia iBanking (called iBanking)** is one of eBanking channels in which Client shall make transactions via website <https://www.e-sacombankcambodia.com/>
- 6) **Sacombank Cambodia mBanking (mBanking)** is one of eBanking channels in which Client shall make transactions via application "The Bank mBanking".
- 7) **User** means the person who is registered with The Bank by Client for directly accessing channels and using services and products via eBanking under the decentralization.
- 8) **Login Information** includes
 - ✓ For iBanking: (1) Username, (2) Password, (3) Identification provided by eBanking System.
 - ✓ For mBanking: (1) User ID, (2) Password/ Fingerprint/Face ID
- 9) **Password - using for login** - includes all phrases, passwords, numbers, symbols or other forms of identification that are confidential and are provided to Client or registered with The Bank and used to access the system of The Bank eBanking, including temporary login password.

- 10) **Temporary Login Password** is the password provided for each User by eBanking System when Client registers for using and shall be used by User for eBanking first login and shall be used to create password for iBanking and mBanking of The Bank.
- 11) **Authentication Code** is the confidential code provided for User by authentication devices or any other transmission methods created by The Bank in order to perform transactions via eBanking as may be required.
- 12) **OTP (One-time Password)** is the password for one time using only and is valid for a given period of time.
- 13) **Authentication Device** is the device used for issuing the Authentication Code and chosen by Client for each User upon eBanking Registration, which functionally provides the Authentication Code for Client to process each transaction.
- 14) **Authentication Method** is the form of verifying transaction chosen for User by Client upon registering eBanking or other respective authentication method according to The Bank's regulations for each product, service or transaction that Client shall perform to authenticate Client and/or instruct or require Client to perform transaction confirmation prior to performing the transaction, including but not limited to authentication methods:
- OTP SMS: Providing OTP via SMS
 - OTP Token: Providing OTP via Token
- 15) **Confidential information** means login information, OTP authentication code, authentication device, telephone number, email of Client or any other elements or information that is registered with The Bank or provided by The Bank including, but not limited to, the information on the Registered Information Form, transaction history of Client. Depending on the service, product and transaction that Client performs on The Bank eBanking, one or more of the above factors will be used to validate Client on the basis of accordance with the authentication method specified by The Bank for that particular service, product, transaction.
- 16) **Statement** is the detailed list of transactions and the accrued charges for using account(s) during a specific period.
- 17) **Daily limit** is the maximum cumulative amount of transactions initiated by Client via eBanking within one day, registered by Client within the limit provided by The Bank, excluding the transactions relating to charges, online term deposit, and other transactions based on The

Bank notice from time to time. For Corporate Client, this daily limit applies for one Client regardless of the number of Users belonging to such Client.

- 18) **Transaction limit** for one transaction is the maximum cumulative amount for Client to conduct one transaction on eBanking registered by Client within the limit provided by The Bank, excluding the transactions relating to charges, online term deposit, online loan account, online trade finance, and other transactions based on The Bank notice from time to time. Transaction limit must be less than or equal to daily limit of such Client.
- 19) **Working day** means days from Monday to Friday (from 8.00 am to 4.00 pm), or the actual working time of The Bank from time to time; excepting for public holidays under the law or any day-off as published by The Bank.
- 20) **The time when The Bank processes transactions** is calculated from the time when the Client's request is properly recorded into The Bank's System after Client has completed all checking, approving steps as previously registered with The Bank (if any).
- 21) **Payment date** is the date and time the transaction is actually recorded to Client's account.
- 22) **Transaction date** is the date and time of initiating transaction.
- 23) **Value date** is the future date when Client requests The Bank to process transaction.
- 24) **Service provider/Payment accepting unit:** means organizations/individuals providing goods, services and accepting the payment of goods and services via payment service of The Bank and/or intermediary payment service provided by a payment service provider partner.
- 25) **Payment service provider partner:** is an organization acting as the intermediary between The Bank and the service provider, in collaboration with The Bank offering payment services to Clients.

ARTICLE 2. RIGHTS AND OBLIGATIONS OF CLIENT

1. Rights of Client:

- Access to Websites, Applications of eBanking and use services and products provided through these channels under service package having registered by Client;
- Request for investigation/complaint about any defect or violation (if any) occurred while using the services in accordance with the provisions of law. The complaint must be in writing and be sent to The Bank. Client is entitled to complain in a certain period of time according to regulations of The Bank from the date of arising transaction requested for investigation and complaint. Over the above mentioned period, The Bank is not liable for any accrued or

relevant liability. In case the complaint of Client is not related to The Bank's fault, Client shall bear all accrued charges for processing such complaint in accordance with the regulations of The Bank;

- Request The Bank to update registration information, or re-issue login password in accordance with the procedure of updating registration information required by The Bank. The Bank shall conduct the update accordingly after inspecting and accepting the changing request of Client;
- Other rights in accordance with these Terms & Conditions and other relevant provisions of law.

2. Obligations of Client:

- Read, understand, comply with and is bound by the regulation and guideline relating to this Agreement before using the service, the responsibilities stated in these Terms & Conditions shall bind all co-owners of the account in case the account using eBanking registration is a joint account;
- Clients register to use eBanking of the Bank must be at least 18 years of age. When using eBanking, Clients must also understand the Bank's terms & conditions of opening and using accounts;
- Fully and accurately providing necessary evidence, information as required by The Bank for eBanking registration and in the process of using services and products through eBanking; commit to take responsibility for such provided information;
- Payment transaction orders of Client cannot be processed if (i) there is insufficient necessary information and/or relevant documents as may be required by The Bank, or (ii) there is insufficient balance in the current account/card as designated for payment; or (iii) there is any limit or any ban on such payment transaction as imposed by the law;
- Authorize The Bank to block the account, debit fund from the account to implement transaction(s) and its relevant charges and fees relating to the transaction, complaint or dispute in accordance with the regulations of The Bank and law;
- Take responsibility for transaction(s) processed by Confidential information of Client (even when Client suspends or stops using eBanking) without cancelling, denying, rejecting, changing or declining for any reason, unless satisfying the conditions at Article 7.1 below and depending on the consideration and acceptance of The Bank;

- Refund The Bank the superfluous payment, over-permitted balance on account/card payment and its accrued interest in accordance with the regulations of The Bank, wrong and excessive credits into Client's account(s) as judged by The Bank (if any); Accordingly, Client must actively coordinate with the Bank to handle/refund these amounts;
- For each time of eBanking login, Client should not leave the computer, cellphone or allow another person to use such computer, telephone until Client has logged out of the program on those devices. Client is responsible for logging out after completing eBanking access;
- Take responsibility for the application of reasonable measures to ensure the safety, compatibility and connectivity of the connected machines, system software, application software, etc. used to connect in order to access eBanking system of The Bank. Install and regularly update antivirus programs on individual devices and ensure proper installation and the latest version of the application to control and prevent the unauthorized use or access of the services;
- During the use, Clients do not perform the intervention to change / modify data, software, interface ... of eBanking for any reason. The Bank will suspend Client's use of the Services immediately without prior notice when Client breaches this clause.
- Clients must ensure that all transaction information is entered into eBanking with high accuracy at the time of transaction. In case the Client uses a 3rd party means to log in to the ebankink Account opened at the Bank, the Client will bear all risks incurred. Any damage (including direct or indirect) to the Bank due to carelessness or intentional fraudulent actions of the Client, the Client will have to compensate the Bank and individuals/ groups in connection with the performance of Client transactions.
- When detecting or suspecting any unauthorized login into The Bank eBanking, or suspecting that the Login Information is no longer confidential, or authentication device is lost/stolen, Client has to notify The Bank Call Center by the fastest method at hotline: 023.223.423 / 0978.223.423, or any given number provided by The Bank from time to time;
- Fully pay the fees for using services defined in tariff promulgated by The Bank in each period;
- Promptly notify The Bank of any changes on Client information including but not limited to permanent residence address, communication address, phone number or other information as required by The Bank. For organizations, Client should promptly notify The Bank of any changes about the information relating to the legal representative of the organization, account

holder, users, stamp and chief accountant/person in charge of accounting (for case of registering chief accountant/person in charge of accounting with The Bank). If the Client fails to promptly notify The Bank or has notified but The Bank does not have sufficient time to update such changes, Client must be completely responsible for all losses and bear all obligations in respect of third party (if any) for using the account and eBanking services. This is not related to The Bank and does not affect the validity of all created transactions;

- For organizations, take responsibility for risk arising out of transaction(s) of Client who are not yet to register the signature of chief accountant and/or register one User for both transaction initiation and approval;
- Take responsibility for securing Login Information. For security reasons, Client should:
 - a. Change your Login Information regularly;
 - b. Do not write or save your Login Information in a way that can be understood by others, for example: birthday, phone number, name;
 - c. Do not save/record or store your Username, Login Password and Authentication Code together.
 - d. Do not disclose your Login Information to others, including bank staff;
 - e. Be careful with applications/programs that save your Login Information automatically.
 - f. Do not perform login on the network infrastructure does not guarantee security factors. Be cautious, restrict use of public computers, public wireless networks to access eBanking;
 - g. Do not respond to emails asking for confidential information even if they are sent from the Bank, in particular, should not disclose the Login Information in emails sent to any individual or organization, including the Bank.
- Declare and commit that Client shall comply with all regulations regarding foreign exchange control, money laundering and other relevant regulations of The Bank, law, and international practice;
- Cooperate and provide necessary documents, information as may be required by The Bank in accordance with any agreements with The Bank and law; including but not limited to case of The Bank and/or competent authorities request for legal and compliance sweeping;
- Use services and manage account according to the regulations of The Bank and the National Bank of Cambodia;

- When using cards to initiate transaction(s), Client must comply with the Terms & Conditions of each type of cards which are promulgated by The Bank from time to time;
- Commit not to conduct illegal transactions;
- Clients must immediately notify the Bank in case of any change in the telephone number used in connection with eBanking service;
- Other responsibilities as may be provided by The Bank and relevant regulations and the law.

ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE BANK

1. Rights of The Bank:

- Deny processing transaction submitted by Client because of any errors in processing system, communication system or any other reasons;
- Delete all transactions initiated by Client in case the time for approval of such transactions is expired but the transactions are not completely approved;
- Provide and use the inquiry information of Client's account;
- Provide the competent authorities and other authorized organizations or individuals with the information of Client and transaction(s) as required by law.
- Debit account for all transaction amount and its relevant fees regulated in tariff promulgated by The Bank from time to time, superfluous amount, over-permitted withdrawal of balance.
- Temporarily block/Block and debit account to collect any accrued charges in relation to any transactions initiated via eBanking of The Bank, including but not limit to any charges as may be requested by a third party and/or due to any refusal of beneficiary for payment (in case of charges born by the Beneficiary);
- The Bank is not obliged to verify the accuracy of any information as provided by Client via eBanking. Any mistakes occurred in providing information shall result in transferring money to an account other than the one as designated by Client or the transfer amount and the currency of such amount shall not be right or the payment transaction of such money shall not be completed. Client shall be responsible for any inaccuracy in any transaction initiated by Client or User and any losses resulted by such inaccuracy;
- Debit account for any disputing amount and accrued fees thereto when the dispute is submitted to any tribunals (court, arbitration) and Client is the losing party upon the tribunal's judgment;

- When The Bank processes any transaction orders of Client in term as provided in Article 6 of these Terms & Conditions, it does not depend on the dispute between Client and the beneficiary, Client shall be responsible for the accuracy and the legality of transaction orders submitted to The Bank via eBanking and such dispute (if any); without any prejudice to The Bank;
- For any service in which The Bank engages as the payment role, including but not limited to any payment services in which The Bank has corporated with suppliers or service providers to provide service on the channel of The Bank's products, The Bank is not responsible for any Client's damage or loss arising in the course of using the Service, unless the damage or loss is determined by subjective errors of The Bank;
- Client agrees that The Bank reserves the right to determine the range of transactions within the Limit registered by Client. At the same time, The Bank has the right to set the Limit for some transactions executed on The Bank eBanking;
- The Bank has the right to delay, suspend, deny or prevent all transactions in progress without informing the Client if it is deemed necessary by The Bank in following cases:
 - i. The Bank suspects and/or is informed by any third party that:
 - Transaction may be in breach of any regulations of The Bank and/or laws, including but not limit to regulations regarding foreign exchange control, money laundering, any conventions in which Vietnam engages and other international rules;
 - Transaction may include any party (individuals, organizations, competent authorities) having been sanctioned or connected, directly or indirectly, to any person being sanctioned under economic and trade imposed by the United Nations, international organizations, or any other countries' legislation;
 - Transaction may directly or indirectly includes source of fund from illegal activities or serve the illegal activities;
 - OR
 - ii. The Bank may request Client or the User to provide more information and/or any other relevant documents before making the transaction orders or Client refuses to provide more information and/or other relevant documents as may be requested by The Bank; or
 - iii. According to any decisions, requests under the law or from any competent authorities; or
 - iv. Any circumstances in relation to forgery and risk; or

- v. Client/The Bank/Any third party is affected or the transaction is any kind of forgery; or
 - vi. The Bank suspends the service for maintenance; or
 - vii. When Client breaches any terms of the Agreement or any commitments, or any agreements entered into with The Bank whether such agreements, commitments are in relation to using eBanking or not; or
 - viii. The transaction amount exceeds the transaction limit; or
 - ix. Client fails to meet enough conditions to use eBanking; or
 - x. Any force majeure events beyond the control of The Bank.
- The Bank may reject any orders regarding transaction cancellation/payment transaction completed by Client. Service provider/intermediary payment service provider/ payment accepting unit shall refund any completed transactions with the consent of The Bank. The Bank shall consider any request of cancellation of any transactions submitted and sent to The Bank under the policy and adjustment of The Bank from time to time. In this case, The Bank commits to assist the Client with best effort in canceling or modifying the payment order but shall not be bear any responsibilities when the cancellation and/or modification is not performed under any reasons;
 - In case there must be any currency conversion into Khmer Riel, the rate used for such conversion shall be the rate at time when such transaction may be completed by The Bank, Client agrees that such rate shall be different form the rate at time when Client requests;
 - The Bank has the right to suspend, cancel or consider suspending, canceling the use of eBanking by the Client in the following cases:
 - a. Client violates these **Terms & Conditions**;
 - b. Clients do not pay the payment obligations due;
 - c. Committing acts of law violation;
 - d. Being on the list of High Risk Clients;
 - e. Convicted of criminal acts according to the law;
 - f. be fired;
 - g. An order to deport or have been expelled from the Kingdom of Cambodia;
 - h. Going through procedures for bankruptcy.
 - Other rights are provided in this Agreement and the relevant regulations of law.

2. Obligations of The Bank:

- Comply with e-Commerce transactions prescribed by Cambodia Laws;
- The Bank does not declare or guarantee that the eBanking access by Client shall not be interrupted. In respect of time of annual system suspension, daily operation and crash-system restore regulated at Article 4 of this Terms & Conditions, Client agrees that The Bank shall notify Client of any changes through its website and Transaction Points in each period or other suitable methods in accordance with the decision of The Bank;
- Guarantee rights of Client as provided in the Agreement;
- Secure the information relating to Client, account, deposit, property deposit and transactions of Client as regulated by law;
- Lock the User right after receiving notification through Hotline of The Bank Call Center (after the Client completes all the steps of verifying the Client's information) or the writing document of the Client regarding to the loss of Authentication Device or disclosure of Login Information of the Client;
- Handle the request for investigation and complaint relating to the use of services from Client;
- The Bank shall give effort to provide information to Client accurately as recorded in computer system. However, it is based on the specification of product and reason out of The Bank's control, The Bank shall not ensure that all information is accurate and non-mistaken;
- The Bank is not liable for any indirect/direct damages suffered by Client (including transaction information of Client recorded in the system that does not match the arising transaction time, transaction is not recorded or is recorded late) which are arising out of/from the following reasons:
 - Any use of information in relation to eBanking of any person authorized by Client; or
 - Client breaches any regulations regarding confidentiality, which leads other person to use any Client's information on eBanking; or
 - The Client and / or the person authorized by the Client make an incorrect login on eBanking in excess of the prescribed times, resulting in a temporary locked account. Clients must go directly to the nearest transaction point of the Bank to request unlocking accounts for Clients.
 - Any interruption, delay, unavailability or any incident occurring during the provision of the service due to causes other than the reasonable control of The Bank, including interruption due to upgrade, repair of service, any transmission/interruption error arising from Internet

service provider; discontinued due to service providers and / or partners providing intermediation billing or e-commerce billing, or;

- Force Majeure events and any situation which is out of control of The Bank (events occurring in an objective, unforeseeable and irreversible manner such as natural disasters, strikes, terrorism, war... despite all applicable procedures and possibilities have been applied) in accordance with law or regulation, directives of competent authorities or objective obstacles (any obstacles caused in an objective manner that make The Bank unable to aware of any infringement of its legal rights and interests or make The Bank unable to perform its rights and civil obligations.

- Other obligations are provided in the Agreement and the relevant regulations of law.

ARTICLE 4: DURATION OF ANNUAL SYSTEM SUSPENSION, DAILY OPERATION AND MALFUNCTION RESTORE

- Duration of Daily Operation: The Bank provides eBanking services to Client at least within working hours per day, working days per week as provided in the regulations on transaction/working time and day of The Bank at the transaction points.
- Cumulative duration of annual system suspension: upon the notice of The Bank.
- Duration of malfunction restore: upon the notice of The Bank.

ARTICLE 5: TRANSACTION ACCESS AND TRANSACTION PROCESS

- The Bank does not ensure that eBanking services run continuously and uninterruptedly. Therefore, Client may use services at any time upon The Bank's commitment to provide daily services, Client admits that Client may not access, use and conduct some or all eBanking services at a specific point of time for system maintenance or any other reason(s).
- Transaction shall be accepted upon being implemented via eBanking by appropriate Login Information, Authentication Code and shall be submitted to the processing system of The Bank. The Bank does not guarantee the following contents: the services provided via e-method shall completely be un-interrupted or non-error; transmitting information may never be lost; there may never be any Viruses which harm the computer system of Client when Client accesses The Bank's website or application to make transaction.
- Client should secure that the transactions have been made in an accurate and sufficient way.

- The transaction amount and charges defined in the tariff of The Bank and penalty amounts (if any) shall be directly debited from/credited to Account. For the charges of future transaction(s), the tariff at the time of effectiveness of the relevant transaction shall be applicable. The Bank shall be entitled to reject transaction in case the available balance of the account is not enough for transaction amount, penalty amounts and relevant charges or the transaction amount exceeds Daily Limit for one Client or Transaction Limit for one transaction. Client is unilaterally responsible for installing, maintaining and operating any personal computer, telephone, software including internet and/or mobile browsers used for accessing eBanking and its services, frequently updating anti-virus software on computer, updating application version, maintaining one account with a network supplier for accessing eBanking. Client is responsible for any data or software lost or any computer, telephone with installed applications while using services via eBanking channels.
- Client is responsible for any personal computer system, telephone, and software used for accessing services reaching the minimum criteria to access eBanking channels.

ARTICLE 6. PROCESSING TIME OF VALID TRANSACTION

1. Daily Transaction

- Transactions submitted by Client are not presumed to be recorded and processed by The Bank. The Bank shall debit/credit account in accordance with regulation of account and this Terms & Conditions only after The Bank has inspected and the system has confirmed the receipt of Client's valid request. Any transaction order raised by Client which is recorded as being debited does not mean that the account of beneficiary shall be credited. After The Bank verifies all details and accept the transaction order, the account of Client shall be credited;
- The effective time for validating the transaction orders via The Bank eBanking is as follows:
 - Transaction orders independently processed by The Bank (payment within The Bank) will be validated by The Bank within working day.
 - Transaction orders that need processing by third Party to complete (payment outside The Bank's system) will be validated by The Bank within working day of The Bank and the relevant third party.
 - For the transactions of foreign exchange within The Bank system: the payment date is the transaction date.

- Exception: Depending on the specific situation, upon the receipt of transaction orders submitted by Client, The Bank shall try to validate promptly. The effective time for validating these transaction orders may not comply with the above regulation.
2. Resolution time for settling complaints: is the time that The Bank handles and/or gives feedback to Clients after receiving complaints from Clients. The time limit for settling complaints shall comply with the current regulations of The Bank corresponding to each type of products or services, any agreement with the service provider/payment accepting unit, payment intermediary service partner from time to time.

ARTICLE 7. IRREVOCABLE TRANSACTIONS

- Client is unable to cancel, deny or decline any transaction conducted via eBanking by her/his/its User. In case Client requests to cancel her/his/its transaction, The Bank shall only consider the request provided that (i) cancel request is sent to The Bank promptly after the transaction has done by Client, and (ii) The Bank has not recorded and/or processed the relevant transaction in The Bank's system according to the order of the Client giving cancel request, and (iii) the cancellation of transaction does not involve the interest of The Bank or any third parties.
- Any eBanking transaction conducted shall be presumed to be valuable and irrevocable. Transactions processed are considered, and hereby committed and accepted by Client to be made by Client only. Client is responsible for the accuracy and the legality of transaction processed via eBanking. The Bank shall be entitled but without any obligation to use any other method for evidencing such transaction(s) created by Client, excluding checking correct login ID, Password and Authentication Method selected by Client.
- Client agrees and understands that, when using The Bank eBanking service, any Confidential Information after being certified by The Bank as valid and in accordance with the information that has been registered with The Bank shall be considered the Client's agreement and acceptance of the transaction performed by Client on The Bank eBanking.
- The Users of one Client are known as one Client only. Client is the person in charge of all transactions made by all her/his/its Users.

ARTICLE 8. DOCUMENTARY

- Materials and Documents involving the supplication for eBanking channels and services via eBanking channel and/or transaction between The Bank and Client, as well as data recorded, confirmed and saved by The Bank shall be the evidence of transaction(s) between Client and The Bank, consisting of the full legality of Agreement confirmed by The Bank and Client.
- For individual Clients: invoice for charge transactions accrued between The Bank and Client shall be given to Client not later than the end of month where the transaction occurs when Client comes to Transaction Points of The Bank upon Client's Demand for receiving the invoice; After this time, The Bank shall not issue invoice to Client, and just summarize all charge transactions into the general invoice of The Bank system.
- For organization Client: Invoice for charge transactions accrued between The Bank and Client, since the next date of charge transaction date, shall be provided for Client at Transaction Points of The Bank upon Client's Demand for receiving the invoice.

ARTICLE 9: TARIFF AND TRANSACTION LIMIT

- Tariff (including charge rate and charge collection method) for using eBanking channels and services thereto and/or relevant services shall be promulgated by The Bank in each period. In case of changes on charge types and rates, The Bank shall notify Client through The Bank's website or by other appropriate methods in accordance with decisions of The Bank. The tariff shall bind both parties if Client continues using eBanking channels after the effectiveness of the new tariff.
- The Bank may change or impose limits on transactions from time to time and shall be published in the same manner as provided for in Article 10.1.
- Client agrees to pay service fees when using Sacombank Cambodia's eBanking service and agrees to allow Sacombank Cambodia to deduct the service fee from the Client's account.

ARTICLE 10. AMENDMENT AND SUPPLEMENT ARTICLE

- The Bank is entitled to modify, supplement and/or newly issue these Terms & Conditions and other Terms & Conditions applied for other services and products provided via eBanking at any time but has to notify Client before its enforcement in the following forms (including but not limited): sending text to the registered mobile phone or sending mail (or email) directly to address of Client provided by Client to The Bank or publishing on The Bank's website or public

communications or posting at Transaction points of The Bank or any form decided by The Bank. The modifications, supplements and/or newly issue shall bind Client if Client continues using services after the enforcement of such modifications, supplements and/or newly issue.

If the Client does not agree with such amendments and additions, the Client must notify the Bank of stopping using the service.

- The Bank shall terminate the service used by Client within seven (07) days from the date of receiving the written termination notice sent by Client. Within the above mentioned period, if Client still uses services, he/she/it has to abide by the amendment of Agreement and announcement of The Bank on its website.
- Continuing to use services by Client after the effectiveness of Agreement's amendment means that Client completely accepts such amendment.

ARTICLE 11. NOTICE

- In the course of implementation and settlement of any disputes of this Agreement, all notices and transaction documents of The Bank and/or competent authorities of this Agreement shall be communicated by the parties according to the information mentioned in this Agreement (or other communications are notified in writing by the parties).
- Client is committed that the residence address, the mobile phone number stated in this Agreement are legal and belong to Client. The Bank shall send all documents, transaction documents in course of implementation of the contract and the competent authorities shall send invitations, notice, public post to request the Client to fulfill its obligations under this Agreement to such address and mobile phone number. Client must notify The Bank and the local competent authorities of any change in the permanent address, temporary or new residence address, new mobile phone number.
- In case Client breaches any obligation to notify the change in permanent address, temporary residence address, permanent residence address, new telephone number according to the provisions of this Agreement and/or has been removed from the household registration book and/or exit without notice of address, new residence, change of phone number, Client is considered to hide the communication to avoid the obligations under this Agreement. In this case, the place of residence stated in this Agreement (or the latest address stated in the notice received by The Bank) is the final residence of Client.

- The sending of documents, transaction documents shall be conducted via: messages, telegraph, post office or shall be conducted by delivery. All notices and transaction documents shall be deemed to have been received immediately being sent by telegraph to the correct email address or correct telephone number or having a message certified by the post office, or having confirmation by the personnel, relatives (same residence) of the parties or staff of Client in case of delivery.

ARTICLE 12. GOVERNING LAW AND DISPUTE RESOLUTION

- These Terms & Conditions are governed by Vietnamese law; and any dispute regarding interpretation of these Terms & Conditions, the interpretation of The Bank will be prioritized.
- If there is any dispute accrued by the implementation of Terms & Conditions between Client and The Bank, the dispute shall be resolved by negotiation and mediation in priority; in case the parties fail to meet the agreement after such negotiation and mediation, the dispute may be submitted to the competent court of Cambodia for resolution. The Bank shall select the competent court where The Bank's head office is located or where The Bank's branches are located to file the petition.
- These Terms & Conditions are made in English, Khmer and Vietnamese. If there is any inconsistency between English, Khmer and Vietnamese languages, the Khmer Version shall prevail.

ARTICLE 13. THE VALID PERIOD AND ENFORCEMENT

- The Terms & Conditions are effective from the date when Client signs the Registration Form for The Bank eBanking service until any legal event ends such registration.
- The Parties agree that the terms of these Terms & Conditions are independent of each other unless otherwise expressly and accurately provided. Any failure to comply with one or more of the provisions of these Terms & Conditions will not affect the performance of other terms. If any terms are invalidated, the parties undertake to use all their efforts to amend them in accordance with the provisions of law for implementation.
- Client confirms that they have read, understood and agreed to all Terms & Conditions of using eBanking and commits to comply with these Terms & Conditions as well as other agreement(s) with The Bank relating to each service, product, transaction that Client participates in (such as agreements on account, debit card, etc.).