



## Terms and Conditions Governing Electronic Services

*Please read and agree to the Electronic Services Terms and Conditions in order to enrol for our Online Banking and Mobile Banking solutions.*

Electronic Services encompasses several services that SBC Bank offers including Online Banking, Bill Payment, Prepaid Mobile Top Up, eStatement, Credit and Debit Cards, Mobile and SMS Banking. By enrolling in one or more of SBC Bank's "Electronic Services" you also agree to abide by the Terms and Conditions (the "Rules") governing your Accounts. Please read these additional Terms and Conditions carefully and retain them for your records. We have the right to change the Terms and Conditions at any time by notice mailed or emailed to you at your last known address or email address shown for your Eligible Accounts, as defined below, on our records as provided in the Rules, or as otherwise permitted by law.

**DEFINITIONS.** In the provisions hereof, the terms "you", "I", "me" and "your" refer to the consumer. The term "we", "us" and "our" refer to SBC Bank and any agent, independent contractor, designee, or assignee that SBC Bank may, in its sole discretion, involve in the provisions of electronic services. The word "Payee" means an individual or business that you designate to receive one or more payments. "Payment Date" means the scheduled date on which a Bill Payment is initiated. "Top Up" means purchasing of Mobile Prepaid Top Up from the Mobile Service Providers that we worked with. "Designated account" means the SBC Bank account out of which funds will be taken to pay bills or for making Prepaid Mobile Top Up. This account may not have any transaction restrictions either established by you or under regulatory requirements. "Business days" are Monday through Saturday (till 11:30am on Saturday), except public holidays. "You" and "yours" refer to the person(s) subscribing to or authorized to use Electronic Services. "Eligible Account (s)" means the deposit, current, loan and other accounts you have at SBC Bank to which you have access through Online Banking, Mobile Banking and SMS Banking and that does not have transaction restriction, such as a regular certificate of deposit.

**CONTACT INFORMATION.** At certain times you will be instructed to contact us to resolve an issue or to answer any questions. The following is the contact information to write to us or reach us by phone.

**SBC Bank**  
**68 Samdech Pan St. (St.214)**  
**Khan Daun Penh**  
**Phnom Penh**  
**Kingdom of Cambodia**

**Customer Service Hotline: (855) 23 - 88 55 00**

### ONLINE BANKING

#### Function

Online Banking is an electronic banking service available to you through a PC, Mobile Phone or similar device, using the access method specified in Section 1. You may use Online Banking to check the balance in and recent activity of each of your Accounts and to transfer funds between your Eligible Accounts (see Section 4).

The Accounts to which you may have access through Online Banking are your current accounts, savings accounts, fixed deposit accounts, loan accounts, and card accounts on which you are an owner or co-owner. All eligible accounts you open in which you are an owner or co-owner, and opened after enrolment in Online Banking, will be included on your Online Banking account. Certain account types are NOT eligible and some specific accounts may be excluded per your written request.

### Section 1. Access Methods

Use Microsoft Internet Explorer 7.0 (or higher), Firefox 3.0 (or higher), Chrome 16.0 (or higher), Safari for Mac and must use 128 bit encryption. The Internet web site for Online Banking is located at [www.sbc-bank.com](http://www.sbc-bank.com) or such other Internet addresses as we may provide. No additional software is required for Internet access. Information is not stored on your PC or Mobile Phone unless you specifically download it to your PC.

### Section 2. Adding, Changing and Removing Accounts

All eligible accounts you open in which you are an owner or co-owner, and opened after enrolment in Online Banking, will be included on your Online Banking account. Certain account types are NOT eligible and some specific accounts may be excluded per your written request. If at any time you wish to change your Eligible Accounts, add an Account, or remove an Account, you must provide us at least ten (10) Business Days advance notice. Please call or write to us using the contact information above or email [ibanking@sbcbank.com](mailto:ibanking@sbcbank.com).

### Section 3. Your Login ID and Password

You will need a Login ID and a Password to access Online Banking. Your initial Login ID will be emailed to you in approximately 3 to 5 business days after your application is received by us. **YOU WILL BE REQUIRED TO CHANGE YOUR PASSWORD AFTER YOUR INITIAL LOGIN TO A NEW PASSWORD MEETING THE REQUIREMENTS DISCLOSED ONLINE.** You can change your Online Banking Password at any time. You authorize us to follow any instructions entered through Online Banking using your Login ID and Password.

Because your Login ID and Password can be used to access funds in some of your linked accounts and to access information about any of your linked accounts, you should treat your Login ID and Password with the same degree of care and secrecy that you use to protect other sensitive financial data. You agree not to give your Login ID or Password, or make them available, to any other person. You also agree to notify us immediately upon the loss of your Password or the discovery of the unauthorized use of your Login ID or Password.

For your protection, your access to Online Banking will be blocked in the event your Login ID or Password is entered incorrectly on three (3) consecutive access attempts. To have your account reset please contact any of our branches or call our Customer Service Hotline @ (855) 23 - 88 55 00 to assist you. For security reasons, we cannot reset your Online Banking password using an email request.

### Section 4. Transfers

Transfers may be made between Eligible Accounts. To schedule a transfer of funds between Eligible Accounts, you must provide the Eligible Accounts (from and to) which the transfer is to be made and the amount to be transferred. Any attempted transfer that exceeds the available balance in the Eligible Account from which the funds are to be transferred will not be made. After you send the transfer instructions, you will receive a confirmation email. You should keep this confirmation email for reference for future questions about this transaction that you may have.

### **Section 5. Timing of Transfers**

Transfers of available funds may be made any day at any time as well as you can schedule future transfers of up to 30 days in advance of the due date. Transfers may not be cancelled or modified once confirmed.

### **Section 6. Reviewing Transfers**

Online Banking automatically includes records of past transfers as part of your account activity that can be displayed online. You can also download up to twelve (12) months of account history, including transfers, to your PC.

### **Section 7. Balance Inquiries**

You may use Online Banking to check the balances and recent activity of your Accounts. Any balance shown by Online Banking will include a date as of which the balance is current. The balance shown by Online Banking may not be your actual available balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding cheques, or other withdrawals, payments, or charges, or items in process.

### **Section 8. Statements**

All of your transfers made through Online Banking will appear on your monthly Account statement(s) and/or passbook and will be identified by initiation date and amount transferred. You may also review and/or download the current cycle's statement plus the prior eleven (11) months statements.

### **Section 9. Electronic Mail Messages**

Because we may transmit information to you electronically, you will need to provide us with an email address. Online Banking also provides you with the ability to send electronic mail messages to communicate information to us. Please remember that electronic mail messages sent through Online Banking may not be immediately received by us. These messages are sent by regular email and are not protected as your banking transactions are.

### **Section 10. Fees**

There are no monthly fees for the Service. However, you will be subjected to fee for each One Time Password (OTP) sent by the Online Banking System for the secured login to the Service as well as for confirming of transactions such as transfers. These fees may be amended from time to time in accordance with the Rules. All other fees applicable to your accounts remain in effect; see your Account Terms and Conditions for other fees that may be applicable.

### **Section 11. Equipment**

We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) disconnection of your telephone service by your local telephone company or from deficiencies in your line quality; or (c) any defect or malfunction of your PC, modem or telephone service; or (d) SBC Bank's Online Banking systems. We are not responsible for any products or services relating to your PC, other than those specified herein. We also are not responsible for any damage to your PC, software, modem, telephone or other property resulting from the use of Online Banking including any damage resulting from a virus.

### **Section 12. Hours of Operation**

Online Banking is available seven (7) days a week, 24 hours a day, except during maintenance periods or periods during which Online Banking otherwise is not operable.

### **Section 13. Your Rights and Liabilities**

It is your rights and liabilities regarding losses that occur because your Login ID or Password is used without your permission, or with respect to errors therefore you must take measures to protect your Login ID and password.

You also agree that we may obtain information regarding your Eligible Accounts and disclose information about your Accounts to third parties in order to support Online Banking.

You may terminate your use of Online Banking at any time by: contacting SBC Bank's Customer Service Hotline @ (855) 23 - 88 55 00; in writing at SBC Bank - Customer Service, 68 Samdech Pan St. (St.214) Khan Daun Penh, Phnom Penh, Kingdom of Cambodia or by sending an email to us via the Internet at [ibanking@sbc-bank.com](mailto:ibanking@sbc-bank.com). You must notify us at least ten (10) business Days prior to the date on which you wish to have your enrolment in Online Banking terminated. We may require that your request be in writing.

We may terminate at any time your access to Online Banking, in whole or in part, for any reason without prior notice. Termination will not affect your liability or obligations for transfers or payments we have processed on your behalf.

### **Section 14. Limitation of Liability**

Except as otherwise provided herein or by law, we are not responsible for any loss, injury, or damage whether direct, indirect, special, or consequential, caused by Online Banking or your use of Online Banking.

## **BILL PAYMENT, PREPAID MOBILE TOP UP & TRANSFER**

### **Section 1. Eligibility**

In order to enrol in Bill Payment, Prepaid Mobile Top Up and/or Transfer, you must first be enrolled in Online Banking. You must complete an application, sign it, and return it to us. By signing the application you acknowledge receipt and acceptance of the Terms and Conditions and agree to be bound by the same. The Terms and Conditions may be amended from time to time by notice mailed or emailed to you at the last known address or email address shown for your Designated Account. All of the rules applicable to Online Banking are also applicable to Bill Payment, Prepaid Mobile Top Up and Transfer except as otherwise provided below. To access Bill Payment, Prepaid Mobile Top Up and/or Transfer, you must have a qualified account with us that you designate on your application form. As stated in DEFINITIONS, this account may not have any transaction restrictions. Also, this account must meet our credit criteria.

If you wish to change your Designated Account, we request that you provide us with ten (10) business days advance written notice.

### **Section 2. Access**

You should keep your Login ID and Password for Online Banking in a secure location. Anyone with access to your ID and Password will be able to access Bill Payment, Prepaid Mobile Top Up and/or Transfer features to perform all transactions including making transfers, payments to other persons or buying prepaid mobile top up. For this reason, Login ID and Password should not be stored on a computer since other individuals may have access to the computer and be able to make unauthorized transfers or payments. You must notify us immediately if you think your Online Banking ID number or Password has been lost or stolen.

Generally, Bill Payment, Prepaid Mobile Top Up and Transfer features are available 24 hours a day, 7 days a week, except during maintenance periods. We are not liable under this Agreement for failure to provide access due to a system failure or other unforeseen acts.

### **Section 3. Setting Up**

You may make bill payments to any organizations, businesses or merchants that have prior arrangement with us; purchase prepaid mobile top up from mobile service providers that have prior arrangement with us; and payment to business or individual that has account with us or other local banks in Cambodia.

You must provide sufficient information about each payee ("Payee Information"), and such other information as we may request from time to time, to properly direct a payment to that payee and to permit a Payee to identify the correct account ("Payee Account") to credit with your payment. This information may include, among other things, the name and address of the payee and your Payee account number. Your Payee Information and any additions, deletions, and changes to Payee Information are entered directly on your PC. Your Payee Information can be retrieved at your convenience. Because there is always a possibility that the Payee Information may be lost or accidentally destroyed, you should keep a copy of your Payee Information somewhere other than your PC, so that you may readily retrieve it.

After submitting an online bill payment, purchase of prepaid mobile top up and/or transfer, you will receive a confirmation email. You should keep this confirmation email in your records because it will help us resolve any questions you may have concerning the transaction.

### **Section 4. Scheduling Payments**

All payments are made from your Designated Account. To schedule a payment, you must provide the name of your payee, the amount of your payment, and the date or dates on which you want your payment to be initiated. Any attempted payment that exceeds the available balance in your Designated Account may be rejected.

You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same payee on the same Business Day for the same amount. You may schedule multiple payments to the same payee as long as the payment amounts are different.

At the end of each Bill Payment request, you will be given a confirmation email. You should keep this confirmation email in your records because it will help us resolve any questions you may have concerning the transaction.

### **Section 5. Payment Processing**

Although you can enter payment instructions seven (7) days a week/24 hours a day (excluding maintenance and other availability windows) payments will be "processed" only on Business Days. Payments are deducted from your designated account once the payment is processed. We may remit your payments by crediting your payee's account or with a cheque or by an electronic payment method. Because of the time it takes to transmit your payment to your payees you should schedule a check payment a minimum of 5 business days in advance of the payment due date. In no case will the Bank be liable for late fees or other damages arising from failure of payments to be made prior to the payment due date of any of your accounts due with any payee.

### **Section 6. Insufficient Funds**

We may not act on your instructions if sufficient funds (including funds available under any overdraft line of credit) are not available in your designated account on the date you want us

to initiate your payment. When a payment is made by check, this check will process in the same manner as all other checks. Should your account be overdrawn, you will be subject to all applicable fees.

### **Section 7. Timing of Payments**

- (a) Current Payments: Generally, Online Banking Bill Payment is available 7 days a week, 24 hours a day, except during maintenance periods. We are not liable under this agreement for failure to provide access due to a system failure or unforeseen acts.
- (b) Future Payments: You may schedule payments up to 30 days in advance of the due date. You may cancel or change a future payment at any time of at least 24 hours prior to the system processing of the future payment.
- (c) Recurring Payments: You may schedule payments that do not vary in amount to initiate automatically on a regular schedule of your choice. Recurring payments can have an end date of any year in the future.

You may change the amount of the recurring payment or cancel the recurring payment altogether. To affect a payment scheduled for the same Business Day, you must do so at least 24 hours before payment processing which is scheduled at 8am each business day.

### **Section 8. Canceling or Changing Payments**

You may use Payment and/or Transfer to change both the amount and the initiation date of any scheduled payment. A scheduled payment for the same Business Day, including recurring payments, may be cancelled, changed, or rescheduled in this manner at least 24 hours prior to payment/transfer processing at 8am each business day.

### **Section 9. Reviewing Payments**

Online Banking automatically includes records of past online bill payments as part of your account activity that can be displayed online. You can also download up to twelve (12) months of account history.

### **Section 10. Statements**

All of your payments made through Bill Payment or Transfer as well as your purchase of mobile prepaid top up, will appear on your monthly Account statement(s) or Passbook.

### **Section 11. Fees**

The fee chargeable for Bill Payment varies from organizations to organizations and such fee will be charged to your Designated Account when performing the transaction.

The fee chargeable for Transfer between your own accounts with us or to payee with us will be free if your payee account is opened in the same province as yours and chargeable if your payee account is opened in different province as yours. The actual fees chargeable are shown on Online Banking and these fees may be amended from time to time in accordance with the Rules. All other fees applicable to your Accounts remain in effect, for example Stop Payment fees and Overdraft fees etc.

### **Section 12. Termination of Service**

You may delete the payee(s) at any time from Online Banking. You will be responsible for all payments initiated before termination. We may terminate your use of Payment in whole or in part, at any time without prior notice, except as otherwise required by law. Termination will not affect your liability for obligations under this Agreement accruing prior to the date of termination.

## **eSTATEMENTS**

### **Function**

eStatement is the ability to receive a record of your account(s) in the form of an email.

### **Section 1. Scope and Duration**

You have elected to receive all available disclosures, notices and other records (“records”) from us in electronic form in lieu of a paper copy, until you close the account(s) or until such time that you changed your email address or Withdrawal Of Consent provisions occur.

### **Section 2. System/Software Requirements**

Below are the necessary hardware and software requirements you must have in order to receive and retrieve records electronically. We will notify you of any change in the hardware or software requirements needed for access to or retention of electronic records. It is necessary to have Adobe Acrobat Reader 7 or above installed on your PC to view the statement. You can obtain a free copy of Adobe Acrobat Reader by visiting <http://get.adobe.com/reader/>.

### **Section 3. Confirmation**

By electing to have your records provided to you in an electronic form, you agree to confirm your ability to receive these records electronically by following any procedures specified by us, from time to time. When we notify you of any system changes, you must reconfirm your consent according to the instructions provided at the time, or withdraw your consent.

### **Section 4. Requesting Paper Copies**

You may request paper copies of any of the above described disclosures or eStatements for your records. There may be a fee charged for this service. Please contact your local branch representative or the customer service department at the phone number or address listed on page one of the Terms and Conditions.

### **Section 5. Changing your email address**

If you change your email address or other contact information, you must provide us with your new email address or other contact information. The change will not be effective until we receive it and have had a reasonable opportunity to act upon it. We will not be liable if you fail to provide us with this information and electronic records are returned undelivered. You agree to notify us immediately if you are unable to access any of the information that has been delivered to you by us in an electronic form or manner.

### **Section 6. Liability**

We shall not be responsible or liable for: consequential or incidental damages for negligent performance by bank of its services, damages arising from unauthorized access to eStatement Services, or any costs associated with updating, modifying or terminating a customer’s software or hardware.

## **VISA DEBIT CARD**

### **Section 1. Visa Debit Card**

If you have received a Visa Debit Card (the “Card”) from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

Using your card and Personal Identification Number (“PIN”). In order to assist us in maintaining the security of your account and the terminals, the Card remains our property

and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account: you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your Card may only be used with your PIN. Certain transactions involving your Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Card or to write your PIN on your Card or on any other item kept with your Card. We have the right to refuse a transaction on your account when your Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account. The security of your account depends upon your maintaining possession of your Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of you PIN has been compromised. You may only change your PIN by visiting our head office or card centre where PIN generation equipment is available.

## Section 2. Card Services

The following services are available through use of your Card:

- (a) You may withdraw cash from your Current account(s) and Savings account(s).
- (b) You may withdraw cash and make balance inquiries from your Current account(s) and Savings account(s).
- (c) You may make balance inquiries on your Current account(s) and Savings account(s).

**Network.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. Besides being able to use your Card at our ATM, you may access your accounts through the following networks: EasyCash within Cambodia & PLUS network globally.

**ATM Fees.** When you use an ATM not owned and operated by SBC Bank, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry.

## Section 3. Point of Sale Transactions

You may use your Card to purchase goods and services from merchants that have arranged to accept your Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "Designated Account" to be debited for the amount of the purchase.

In addition, your Card may be used at any merchant that accepts Visa Debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your Designated Account at participating financial institutions.

Each time you use your Card, the amount of the transaction will be debited from your Designated Account. We have the right to return any cheque or other item drawn against your account to ensure there are funds available to pay for the Card. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available Overdraft protection. If we do, you agree to pay the overdraft.

**Currency Conversion.** When you use your card with the Visa logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **Section 4. Notice of Rights and Responsibilities**

The use of services described in this document creates certain rights and responsibilities regarding these services as described below.

**Periodic Statements.** If your account is subject to receiving a monthly Statement, all Card transactions will be reported on it.

**Your Responsibility to Notify Us of Loss or Theft.** If you believe your Card, PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call our Customer Service Hotline immediately @ (855) 23 - 88 55 00.

**In Case of Errors or Questions About your Transactions.** In case of errors or questions about your transactions, call our Customer Service Hotline @ (855) 23 - 88 55 00. Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than five (5) business days after the first statement it sent you on which the problem or error appears. You must be prepared to provide the following information: your name and account number, a description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information, and the dollar amount of the suspected error. If you provide us with oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question.

## **MOBILE BANKING and SMS BANKING**

### **Section 1. Introduction**

SBC Bank endeavors to provide you with the highest quality Mobile Banking and SMS Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement. We may offer additional Electronic Banking services and features in the future. Any such added Mobile Banking and SMS Banking services and features will be governed by this Agreement. From time to time, we may amend these terms and modify or cancel the Mobile Banking and SMS Banking services we offer without notice, except as may be required by Law.

## Section 2. Definitions

As used in this Agreement and Mobile Banking and SMS Banking services, the following words with their meanings: "Account(s)" means your eligible SBC Bank Current, Savings, Loans, Time Deposit, Cards and other SBC Bank products that can be accessed through Mobile Banking and SMS Banking. "Device" means a supportable mobile devices including smart phone of Android, Apple iOS and Blackberry platforms for Mobile Banking and a cellular phone or other mobile device that is capable of receiving text messages for SMS Banking. Your Mobile Service Provider may assess you fees for data or text messaging services. Please consult your Mobile Service plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device's mobile application ("App") that you have registered with us for Mobile Banking. "SMS Banking" means the banking services accessible from the Device you have registered with us for SMS Text Message Banking. "You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

## Section 3. Mobile Banking

**Description of Service.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your SBC Bank Account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must first enrol to use Online Banking. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may only be if user has access to data services or wifi and maybe limited over some network carriers. In addition, the Service may not be supportable for all Devices. SBC Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

## Section 4. SMS Banking

**Description of Service.** SMS Banking is offered as a convenience service. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. SMS Banking allows you to access your SBC Bank Account Balance information and conduct other banking transactions. To utilize the SMS Banking Service, you must enrol to use this Service. We reserve the right to limit the types and number of accounts eligible. We may also reserve the right to modify the scope of the Service at any time. SMS Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. SBC Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

## Section 5. Use of Service

In order to properly use Mobile Banking and SMS Banking, you should review and follow the instructions provided. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking and SMS Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking and SMS Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

## Section 6. Other Agreements

You agree that when you use Mobile Banking and SMS Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your Mobile Service Provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking and SMS Banking (such as data usage or text messaging charges imposed on you by your Mobile Service Provider for your use of or interaction with Mobile Banking and SMS Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your Mobile and/or SMS Text Message Service Provider is responsible for its products and services. Accordingly, you agree to any problems with your provider directly without involving us. Any deposit account, loan or other banking products accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking & SMS Banking.

## Section 7. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible SBC Bank accounts ("Internal Transfer") and from your eligible SBC Bank accounts to an account at another financial institution within Cambodia. If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 8am on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. You will be subjected to fees for certain type of transfers. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

## Section 8. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking and/or SMS Banking or by using the Service:

### Account Ownership/Accurate Information

- (a) You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking and/or SMS Banking.
- (b) You represent and agree that all information you provide to us in connection with Mobile Banking and SMS Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking and/or SMS Banking. You agree not to misrepresent your identity or your account information.
- (c) You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking and/or SMS Text Msg Banking.

### User Security

- (a) You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking and/or SMS Banking.
- (b) You agree not to leave your Device unattended while logged into Mobile Banking and/or SMS Banking and to log off immediately at the completion of each access by you.
- (c) You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information,

or other means to access Mobile Banking and/or SMS Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

- (d) You agree not to use any personally identifiable information when creating shortcuts to your Account.

### **User Conduct**

You agree not to use Mobile Banking and/or SMS Banking or the content or information delivered through Mobile Banking and/or SMS Banking in any way that would:

- (a) infringe any third-party copyright patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software;
- (b) be fraudulent or involve the sale of counterfeit or stolen items including, but not limited to, use of Mobile Banking and/or SMS Banking to impersonate another person or entity;
- (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- (d) be false, misleading or inaccurate;
- (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
- (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (g) potentially be perceived as illegal, offensive or objectionable;
- (h) interfere with or disrupt computer networks connected to Mobile Banking and/or SMS Banking;
- (i) interfere with or disrupt the use of Mobile Banking and/or SMS Banking by any other user; or
- (j) use Mobile Banking and/or SMS Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

### **No Commercial Use or Re-Sale**

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking and/or SMS Banking or resell, lease, rent or distribute access to Mobile Banking and/or SMS Banking.

### **Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless SBC Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking and/or SMS Banking.

### **Additional Provisions**

Advisory against illegal use: You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. Please see your cardholder agreement for additional information relating to the use of your Card.