



TERMS AND CONDITIONS FOR INTERNET BANKING

1. Introduction:

1.1 Foreign Trade Bank of Cambodia offers Banking services electronically through their network accessible over Internet to its customers subject to the following terms and conditions. This shall be deemed to be Agreement between the Bank and the Customer availing Internet Banking Services.

2. Definitions:

2.1 As used throughout this agreement, the following expression shall have the meaning assigned to them and shall be construed accordingly.

a) “Account” means an account with the Bank or its affiliate held by a customer of the Bank or its affiliate subject to the terms and conditions herein. In the event there is more than one Bank account linked to the same User-Id, then in every such case, one shall be designated as the Primary Account and all Your other Bank accounts, shall be referred to as Secondary Account(s).

b) “Bank” means Foreign Trade Bank of Cambodia a Banking institute operated on 1979 having its head office at No. 33 C-D, St 169, Sangkat Veal Vong, Khan 7 Makara, Phnom Penh and its branches.

c) “Credit Account(s)” refers to Your Account or any Account(s) of the Payee maintained with Bank for which a valid debit mandate has been given by the Payer.

d) “Debit Account(s)” refers to any account(s) of the Payer maintained with any Bank for which a valid debit mandate has been procured in accordance.

e) “Last date for edit” refers to the date before which you can choose to cancel/modify the Payment Instruction.

f) “Payment Date” refers to the date indicated for a credit into the Account by You in the Payment Instruction.

g) “Payment Instruction” refers to instructions given by You for a credit transaction to the Account.

h) “Payer” refers to the person who holds the Debit Account(s).

- i) "Payee" refers to the person to whom the Payer will transfer Fund(s).
- j) "Payee Registration Confirmation" refers to confirmation of Payee Registration to whom; You will transfer Fund(s).
- k) "Personal Information" refers to the information provided by the You to Bank.
- l) "Received Funds Facility" refers to transfer of funds to Your Account from the Debit Account of the Payer.
- m) "User Id" means a unique alpha numeric or numeric user identification code as the case may be assigned to Your account/s by the Bank for the purpose of identification. Unless otherwise informed "User-Id" would be customer identification number (Customer-Id).
- n) "Website" refers to the website owned, established and maintained by Bank located at the URL online.ftbbank.com.
- o) "You" means customer of the Bank, who chooses to avail Internet Banking services subject to terms and conditions herein. In case of the customer being a minor, the guardian of such minor shall be permitted to use Internet Banking.

2.2. Under this agreement unless the context otherwise requires a reference to:

- i. An "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- ii. An "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- iii. "Law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.
- iv. The singular includes the plural (and vice versa);
- v. The headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;
- vi. Reference to the words "include" or "including" shall be construed without limitation;
- vii. Reference to a gender shall include references to the female, male and neuter genders;

3. Scope of Internet Banking and Duty of Care of the Bank:

3.1 With an eligible Account for Internet Banking, You can avail electronic Banking services over Internet, namely;

- i) Balance enquiry
- ii) Account statements
- iii) Fund Transfer
- iv) Such other services as the Bank may offer.

3.2 Electronic Banking Services of the Bank for the time being is called e-Banking Services.

3.3 Bank's e-Banking Services are technology dependent and hence offered to You with a caveat that Bank has the absolute discretion to change the scope of services and even discontinue the service for reasons of technological and cost incompatibility.

3.4. It is fundamental term of this agreement that Bank is required to take only so much commercially reasonable and technologically feasible care to ensure the security of and to prevent unauthorized access to the Internet Banking. You agree that Bank's decision as to what is commercially reasonable and technologically feasible is final and conclusive.

4. What You should do before availing services:

4.1 Before, You can avail eBanking services, You should carefully go through the terms and conditions herein and agree to abide by them.

4.2 Your act of "clicking" "I agree" button on the Bank's web page hosting terms and conditions herein amounts to Your signing an agreement with the Bank for E-Banking services and Your consent to abide by the terms and conditions.

4.3 Terms and conditions are subject to change periodically; hence every time You choose to conduct Banking transaction under eBanking, You should go through the terms and conditions.

4.4 These terms and conditions at the Bank's discretion would also be part of application form that You would be asked to sign for availing eBanking Services and by signing the application, You agree to abide by the terms and conditions

5. Your representation:

5.1 Availing Internet Banking services requires a certain degree of sophistication on Your part in understanding Information Technology. By signing this agreement, You represent to the Bank that You have the necessary and expedient sophistication to avail Internet Banking services.

5.2 You represent to the Bank that You understand different tricks of Identity thieves such as (i) Hacking (ii) Dumpster diving (iii) Phishing (iv) Pretexting (v) Skimming (vi) Plain stealing etc., and You further represent that You would guard Your identity in general and with particular reference to Internet Banking, namely User-Id, Passwords, PIN, Account numbers and such other customer authentication and verification codes issued to or generated by You, from Identity thieves.

5.3 You represent that You would not hold the Bank responsible if You incur loss due to Your Identity theft attributable to Your lack of diligence.

5.4 Further by signing this agreement, You represent to the Bank that Bank is not required to satisfy itself by enquiry that You have necessary sophistication and the Bank is entitled to assume that You have the sophistication.

5.5 You represent that You understand the difference between different options such as viewing options and transaction options and consequence of exercise of those options over Internet and You would not blame the Bank for any loss, if Your choice of options turns out to be wrong.

6. Your obligations under the Agreement:

By signing this agreement, You irrevocably undertake to perform the following obligations:

6.1 For the purpose of availing Internet Banking, You would need to have legal and valid access to the Internet and You should ensure that on a continuous basis.

6.2 You understand that transactions over Internet have inherent risks and You will follow the security procedure prescribed.

6.3 The information provided to You through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to You through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the You. Therefore, before acting on the information, You have responsibility to verify that the information is current and valid.

6.4 You are responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Internet Banking.

6.5 If You have scheduled a transaction to be processed on a future date and wish to cancel the transaction and/or give any instructions to the Bank to stop the payment from the Account, then You shall be required to make such cancellations /give stop payment instructions online one day prior to the schedule date of the transaction.

6.6 You shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under the Law and this agreement.

6.7 Unauthorized Access: You shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts in relation to Internet Banking.

6.8 You would be allotted an Internet Banking User-Id and a set of secret passwords by the Bank in the first instance. You will be required to change the password assigned by the Bank on accessing Internet Banking for the first time. As a safety measure, You shall change the password as frequently thereafter as possible. These responsibilities on Your part are strict responsibilities.

6.9 Your Customer-Id would be linked to your User-Id. All accounts opened under your Customer-Id would be linked by default for operations in Internet Banking. You have to request the Bank, if you want to restrict transactions from any particular account.

6.10 Subject to discretion of the Bank and if the Bank so decides, You shall also be given a one-time facility to change the User-Id, which would be available only after logging on to Internet Banking, to such User-Id as may be suggested by Bank or as per Your own discretion. In case no such facility is given, User-Id given by the Bank shall remain unchanged and shall be kept confidential by You.

6.11 In case Bank gives facility to change the User-Id, You unconditionally undertake to have the User-Id of such number of letters/digits as may be notified by the Bank at the time You attempt to change the User-Id and ensure that the same is kept confidential; and to not let any unauthorized person to have access to the internet while the You are accessing the Internet Banking.

6.12 In addition to User-Id and password Bank may, at its discretion, advise You to adopt such other means of authentication including but not limited to electronic certification and/ or smart cards and such other verification procedures. You should follow the advice.

6.13 You shall not attempt or permit others to attempt accessing the Account information stored in the computers of Bank through any other means.

6.14 You acknowledge, represent and warrant that the password which will be issued to You, provides access to the Account and that You are the sole and exclusive owner and the only authorized user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password.

6.15 All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by Bank for the purpose, by You in the manner indicated by the Bank.

6.16 You are also responsible for the accuracy and authenticity of the instructions provided to Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Internet Banking. Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by You.

6.17 You are responsible for the correctness of information supplied to Bank for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. Bank accepts no liability for the consequences arising out of erroneous information supplied by You.

6.18 You understand that entering an instruction, direction, order, request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the You until it confirms the receipt of such instruction, direction, order, request.

6.19 **Accuracy of Information:** If You notice an error in the information supplied to the Bank either in the application form or any other communication, You shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

6.20 Section 3 of Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his electronic signature and Section 5 provides legal recognition to electronic signature for authentication of electronic records. However the Bank has adopted the mode of authentication by means of verification of the User-Id and/or through verification of Password, debit card PIN allotted by the Bank to You or through any other mode of verification as may be stipulated at the discretion of the Bank, which are not recognized under Information Technology Act, 2000 for authentication of electronic records. Therefore, You are solely responsible to maintain the secrecy and confidentiality of the PIN without any liability on the Bank in this regard.

6.21 You would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by the Bank from time to time.

6.22 All costs incurred by You including telecommunication costs to use the Internet Banking would be borne by You.

7. Rights of Bank in relation to Internet Banking:

7.1 You irrevocably and unconditionally authorize the Bank to access all Your Account(s) for effecting Banking or other transactions performed by You through the Internet Banking. Your instructions shall be effected only when such instruction is in accordance with the prescribed procedure.

7.2 Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the You through Internet Banking or purporting to have been sent by You other than by means of verification of the Internet Banking User-Id and the Password.

7.3 The read-out, the faxed /email output or the printed output, if any, that is received by You at the time of operation of Internet Banking is a record of the operation of the computer by You and shall be accepted as conclusive and binding for all purpose

7.4 All the records of the Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.

7.5 While Bank and the Affiliates shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

7.5 The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from You before acting on any instruction from You or act upon any such instruction as it deems fit.

8. Disclaimer of Warranties:

8.1 Except as warranted in the Terms, Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

8.2 Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.

8.3 Bank will not be liable for any virus that may enter the Your system as a result of the Your using Internet Banking. Bank does not guarantee to You or any other third party that Internet Banking would be virus free.