

J TRUST ROYAL BANK BAKONG APPLICATION TERMS & CONDITIONS

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1. General Conditions

These Terms and Conditions are applicable during your usage of Bakong Payment Service of the National Bank of Cambodia (NBC) via J TRUST ROYAL BANK PLC. It is important that you read these Terms and Conditions in addition to the "Fees and Limitations of Bakong Payment Service", "J TRUST ROYAL BANK Internet Banking and Mobile Banking Terms and Conditions" and the product/promotion brochure, before you use Bakong Payment Service of the NBC via J TRUST ROYAL BANK PLC. If you do not understand or are unsure about any aspect of these Terms and Conditions, do not hesitate to ask J TRUST ROYAL BANK PLC. to clarify the matter for you.

Please carefully read these Terms and Conditions before ticking "Agree" button. By ticking "Agree" button via your mobile phone, you agree to all the terms, conditions and notices contained in this agreement and accept responsibility for your usage of Bakong Payment Service.

J TRUST ROYAL BANK PLC. reserves the right to amend whole or parts of these Terms and Conditions as well as other documents such as "Fees and Limitations of Bakong Payment Service" and "J TRUST ROYAL BANK Internet Banking and Mobile Banking Terms and Conditions" at any time subject to the applicable law. Except as indicated herein, we will inform you of any change that may affect your rights and obligations.

Throughout this publication, the words "you", "your" and "yours" refer to the account holder(s) or owner of the Bakong accounts accessible by using mobile phone.

"We", "us", "our" and "the Bank" refer to J TRUST ROYAL BANK PLC.

2. Technical Terms and Definitions

- a) **Bakong Application/App** is an application software of the Bakong Payment service which enables customers of Bakong members who have downloaded it to utilize Bakong features.
- b) **Bakong System** is a system governed by the National Clearing House of the NBC, which provides connectivity between member systems to allow customers to create bank transactions with each other.
- c) **Bakong Account** is customer's account kept in Bakong system. This account is generated automatically when customer has registered for Bakong Payment services.
- d) **Bakong Payment Account** refers to the account opened with the National Bank of Cambodia for payment.
- e) **Bank Account** is a Saving or Current account opened by customer at Bakong bank member.
- f) **PIN** is a Personal Identification Number (PIN) created by selecting 8 to 16 digits by customer to access the Bakong system.
- g) **QR Code** is a numerical code for customer's personal account that is automatically generated after s/he has registered for Bakong Payment service successfully and this Code is used for receiving fund or payments as well.

3. Services Available

- Balance enquiry and mini statement
- Own account funds transfer (Bakong Account to Bank Account)
- Bakong Account to Bakong Account
- Bakong Account to Other Bank Account
- Cash deposit to Bakong Account at bank counter
- Cash withdrawal from Bakong Account at bank counter
- Bakong Payments & Transfer via KHQR Code
- Other services that may be launched based on the NBC's discretion in the future

4. Eligibility

- a) Age 18 or older
- b) Have an iOS or Android mobile phone and a phone number.
- c) Send a selfie picture while holding identity card, or a passport with at least 3 months validity, or a family record book to J TRUST ROYAL BANK PLC.
- d) Agree with terms and conditions of Bakong Payment Service of NBC via J TRUST ROYAL BANK PLC.

5. Customers Liability

You are responsible for the accuracy of any information provided via mobile phone and must ensure that it is true. If the bank discovers that the provided information is fake, legal consequences may follow:

- a) You will be responsible for any losses or damages that result from your own actions or attempted actions, including losses to yourself, others, or J TRUST ROYAL BANK PLC. This applies if you negligently engage in transactions, data manipulation, fraud, or any other unlawful activities, either alone or with others. It's important to note that you will still be held accountable under the law, whether you act intentionally or unintentionally.
- b) To use the Bakong Payment Service, you are required to follow all laws related to Anti-Money Laundering and Combating the Financing of Terrorism, as well as any other applicable laws and regulations. Accessing Bakong Payment Service from locations outside of Cambodia is at your own risk, and you are accountable for adhering to local laws. We do not guarantee that the contents or usage of the Bakong Payment Service are available in other countries.
- c) You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Bakong Payment Service.
- d) You must adhere to all these terms and conditions, notably those related to using the PIN and Bakong Application correctly and safely to prevent unauthorized transactions. It is essential to utilize the Bakong Application solely with the mobile device you registered for yourself.

- e) You are required to immediately inform the bank in the event of unwanted password exposure or unauthorized use of your mobile phone for Bakong Payment Service. You are liable to any loss or damage in this case.

6. PIN Security

You must keep your PIN secure. Failure to do so may increase the Account Holder's liability for any loss. You must:

- Generate a unique 8-16 digits mobile PIN containing at least 1 uppercase letter, 1 lowercase letter, 1 number and 1 special character
- Not disclose your PIN to any person;
- Not allow any other person to see you entering your PIN;
- Commit your PIN to memory and not record your PIN anywhere;
- Not choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name
- Not use the same PIN for any other purpose; and
- Change your PIN on a regular basis

Please follow below procedure in case of replacing to new phone, forgetting PIN or losing registered phone:

1. Changing or replacing to new phone: You can use new phone to scan the QR RECOVERY CODE that was kept on the first signup or use the QR RECOVERY CODE on its old phone by entering the number QR RECOVERY CODE to transfer your account to new phone.
2. Forget PIN Code or lost the registered phone:
 - i. Customer can visit any J TRUST ROYAL BANK PLC. branch and bring the original National ID
 - ii. J TRUST ROYAL BANK PLC. can assist to get a new QR RECOVERY CODE.

7. Mobile Security of Registered Bakong System

- Only connect or download Bakong App from well-known sources e.g. Play Store, App Store, or any other well-known secured sources.
- Always check the apps running on your mobile phone. If any unknown apps are found, immediately switch it off to avoid any virus spreading and then take it to your phone's service center to be inspected and cleaned.
- Do not leave your mobile phone unattended and/or unlocked.
- Be cautious when using the public internet as it is easier to be utilized by hackers.
- Immediately log off/exit the app after using Bakong Payment Service.
- Safe keeping the registered mobile for the use of the bank's service. Notify J TRUST ROYAL BANK PLC. immediately if your mobile phone is lost or stolen.

- If you change or sell your phone, you must delete the Bakong Application from your phone.
- J TRUST ROYAL BANK PLC. is not liable for any loss or damage if you do not strictly comply to these Terms and Conditions.

8. Bakong Account

Bakong system will automatically generate Bakong account in Khmer Riel and USD currencies after customers register for Bakong Payment Service successfully.

9. Conditions of Bakong Account Usage

- Interest rate is not applicable
- Initial deposit is not required
- Minimum balance is zero (0)
- Transactions made using Bakong account include cash deposit, cash withdrawal, funds transfer, bill payment, Bakong payment and other services that may be launched later depending on decision from NBC.
- There is a maximum daily limit transfer on Bakong Account depending on the Know Your Customer (KYC) status.
 - Basic KYC: maximum daily limit is USD 500 and KHR 2,000,000
 - Partial KYC: maximum daily limit is USD 3,000 and KHR 12,000,000
 - Full KYC: maximum daily limit is USD 10,000 and KHR 40,000,000
- Cash withdrawal/deposit from/into Bakong account via ATM is not applicable. Customers can perform cash withdrawal or deposit at J TRUST ROYAL BANK 's branch counter or other Bakong members banks.
- There is no expiry date on Bakong account, but the account will become dormant if account balance is more than zero and inactive for 365 days (no transactions done by customers), as such this dormant account will not be able to perform transaction in-out as normal and it is automatically blocked.
- Balance in the account that you have not accessed for ten (10) consecutive years will be transferred to the National Bank of Cambodia to administer following the legal process.

10. Indemnity

You unconditionally agree to indemnify and compensate J TRUST ROYAL BANK PLC. against all claims, demands, actions, liabilities, costs, loss or expense of whatever nature which the Bank may incur as a result of Bakong Payment Service operations and any breach by you of this agreement. This includes any failure by you to ensure that steps are taken to prevent unauthorized usage of Bakong Payment Service.

11. Termination or Cancellation

You must withdraw cash or transfer it from your account to make balance zero in advance before terminating or cancelling the service.

You can terminate or cancel Bakong Payment Service by yourself on your registered mobile

12. Charges

You agree to pay the applicable fees set by J TRUST ROYAL BANK PLC. in respect of using Bakong Payment Service. You hereby authorize the Bank to charge such fees to account(s) of you maintained with the Bank without issuing prior notice.

13. Electronic Payments and Transfers

J TRUST ROYAL BANK PLC. is not required to, and does not, check that the details information provided in Bakong application by customers are correct.

Any error in entering these details information may result in funds transferred to an incorrect account or for an incorrect amount and currency or the Instruction not being made at all. J TRUST ROYAL BANK PLC. is not responsible for any inaccuracy in Instructions given by you or liable to you for any loss arising from such inaccuracy in information provided.

Electronic Payment and transfer to account are irrevocable once your payment or transfer process has been done. You must advise the Bank immediately if any incorrect Electronic Payment or Transfer information is shown on your account statement.

You have the obligation to fully comply and cooperate with other financial institutions for any payments or transfers via Bakong Payment Service.

You acknowledge that you may receive funds or payment from any other accounts under any financial institutions unintentionally (either by human error or system malfunction) via Bakong Payment Service. In such case, you have the obligation to fully comply and cooperate with other financial institutions to resolve the disputes as required.

You acknowledge that J TRUST ROYAL BANK PLC. has the right to block or hold your Bakong Account balance immediately and debit those amounts in case a dispute is raised from another financial institutions. Then you have the obligation to comply and cooperate with to resolve the dispute.

You have the obligation to return/reverse the transaction amount of the dispute to another party with the evidence to prove that the transaction amount is not intended to be received into your Bakong Account either by human error or system malfunction. You also have the right to prove your case in the dispute using any valid information such as Account Statement and screenshots of confirmation receipt in the dispute case.

In the event that you do not return the transaction amount of the dispute, J TRUST ROYAL BANK PLC. shall take action to report the transaction amount of the dispute as the unpaid loan under your profile to Credit Bureau Cambodia (CBC) as required by the National Bank of Cambodia (NBC).

14. Banks Liability

J TRUST ROYAL BANK PLC. does not guarantee that access to Bakong Payment Service of NBC via J TRUST ROYAL BANK PLC. will be uninterrupted. In addition to Scheduled Downtimes notified to you by J TRUST ROYAL BANK PLC. from time to time, you acknowledge that Bakong Payment Service of NBC via J TRUST ROYAL BANK PLC. may be affected by outages, faults or delays. Such outages,

faults or delays may be caused by factors including, but not limited to, technical difficulties with the performance or operation of J TRUST ROYAL BANK PLC.'s or another person's software, equipment or systems, traffic or technical difficulties with the Internet, or infrastructure failures such as damaged phone lines or interference with digital signals.

J TRUST ROYAL BANK PLC. is responsible to the Account Holder for any loss caused by the failure of bank's systems and equipment to complete a transaction accepted by J TRUST ROYAL BANK systems and equipment in accordance with your instructions. However, if you were aware or should have been aware that the J TRUST ROYAL BANK systems and equipment were unavailable for use or malfunctioning, J TRUST ROYAL BANK PLC. responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.

The Account Holder is responsible for the accuracy and completeness of the content that you enter or upload to Bakong Payment Service of the NBC via J TRUST ROYAL BANK PLC. J TRUST ROYAL BANK PLC. is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. J TRUST ROYAL BANK PLC.'s records of the information and data that was entered or uploaded will be determinative and final.

J TRUST ROYAL BANK PLC. will not be liable for damage, loss, deletion of data due to fault or malfunction of your mobile phone, or force majeure such as war, fire, earth quake, storm, flood, etc., that is beyond control of both parties.

15. Disclosure of Account Information

You consent to J TRUST ROYAL BANK PLC. disclosing your personal information to:

- a) any organization that is in an arrangement or alliance with J TRUST ROYAL BANK PLC.;
- b) any service provider J TRUST ROYAL BANK PLC. engages to carry out or assists its functions and activities; and
- c) to any person, including a government agency or revenue authority whether local or foreign, is required by any local or foreign law and/or under an agreement J TRUST ROYAL BANK PLC. may have with such bodies.

16. Variation of these Terms and Conditions and Fees and Charges

J TRUST ROYAL BANK PLC. may amend these Terms and Conditions and the fees and charges whether required by law or otherwise, at any time by giving you not less than 30 days' notice of any change before it takes effect by:

- direct communication with you (for example by notices on your account statement or via formal online J TRUST ROYAL BANK PLC. Broadcast such SMS, Facebook or Telegram);
- notice displayed in any of J TRUST ROYAL BANK PLC. branches or on website; or
- advertisement in major daily or national newspapers in the Kingdom of Cambodia.

You will be deemed to have received the notice immediately after any such display or advertisement.

Any continued use of Bakong Payment Services of the NBC via J TRUST ROYAL BANK PLC. after the end of the notice period by you shall constitute your acceptance of the variation.

17. Other Conditions

- a) To the extent that Khmer version of any document including these Terms and Conditions is inconsistent with English version, then the Terms and Conditions of Khmer version shall prevail
- b) The Laws of the Kingdom of Cambodia govern these Terms and Conditions

I hereby have read and accepted all these terms and conditions as mentioned above.