

# Terms and Conditions for KB Global Internet Banking Service

## Article 1 (Purpose)

The purpose of these Terms and Conditions for KB Global Internet Banking Service (including the mobile banking services, hereinafter referred to as the “Services” ) is to prescribe general matters with respect to the use of internet banking service provided by Kookmin Bank Cambodia PLC. (the “Bank” ) between the Bank and its customers (the “Service User” ).

## Article 2 (Application of Agreements)

- ① Any matter not set forth herein shall be governed by relevant laws and regulation in Cambodia.
- ② The agreements separately executed by the Bank and the Service User for provision of separate services shall prevail over the Terms and Conditions.
- ③ The Bank provides User with a translation of the Korean version and the Cambodia version of these Terms and Conditions. This translation is provided for User convenience only. In the event of any conflict between the English language version and other translation versions of these Terms and Conditions and to the extent permissible by applicable law, the English language version shall prevail over other translation versions.

## Article 3 (Service User)

The Service is for Personal, Business users.

## Article 4 (Terms)

- ① The terms used in these Terms and Conditions shall be defined as follows.
  1. “Kookmin bank” , “Bank” , “we” , “us” or “our” shall refer to KB Kookmin Bank Cambodia PLC.
  2. “User” , “Customer” , “you” , “your” shall mean each person signed up for Service.

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(Belong to: Kookmin Bank Cambodia PLC.)

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3. "Internet(Mobile) Banking Service" shall mean the types of Service stated in Article 5 that Bank provides to customers on the Internet(mobile).
4. "Electronic Media" shall mean electronic devices used for using service such as computer.
5. "Payer" shall mean the holder of the account from which funds are withdrawn (hereinafter, "Withdrawal Account" ) through these services.
6. "Recipient" shall mean the holder of the account into which funds are deposited (hereinafter, "Deposit Account" ) through these services.
7. "Means of Access" shall refer means or information which are necessary to make a transaction request through the services:
  - (1) Electronic cards and information which Bank provide.
  - (2) User information, account number and pin numbers which are registered in Bank.
  - (3) Passwords that is needed to use (1)
8. "Transaction Request" shall mean the request by which a User asks the Bank to processing individual services.
9. "Error" shall mean that the services was not completed as a User' s request for any reason excluding the User' s negligence or misconduct.
10. "Transfer Services" shall mean the transactions whereby the Bank withdraws funds from a specified account and transfers them to another account opened at the same bank or another bank pursuant to a transaction request with electronic device of the Payer.
11. "Reserved Transfer" shall mean the transactions whereby a User makes a transaction request in advance designating a future date as the date on which transfer services are to take place, and Bank executes the requested transfer services on such date.
12. "Business Day" shall mean the days on which Bank is open for normal business operation at Kookmin Bank Cambodia PLC.
13. "User ID" shall mean 6~12 English letters or a combination of English letters and numbers that a User register with Bank, and is needed when the User access the services.
14. "User Password" shall mean personal identification number that is a 6 digit number or a 6~12 character combination of English letters and numbers, and is needed when the user accesses the services.
15. "OTP (One Time Password)" shall mean an electronic device which automatically and continuously create new single-use passwords at random.
16. "Master" shall mean a user who has all the authorities for Internet Banking Service and give authorities to Sub users.

17. “Sub” shall mean a user who uses Internet Banking Service after getting authorities from Master.
  18. “Service authority” shall mean an authority to register and confirm for approvals. A Master gives it to Sub.
  19. “Electronic Approval” shall mean a whole process of registration, confirmation, and approval to complete transaction request.
  20. “EASY-PIN” shall mean a Personal Identification Number that is a combination of six digits chosen by the user as a means of verifying their identity when using electronic financial services.’
  21. “Biometric Authentication” shall mean an identity authentication method which the user’ s biometric information, such as a fingerprint, voice, or vein, is stored on their electronic device (smartphone, etc.) in advance for the bank to use as a means of identification.
- ② Any terms not defined herein shall be governed by GENERAL TERMS AND CONDITIONS and its relevant laws and regulation in Cambodia.

#### **Article 5 (Types of Service)**

The Services provided by the Bank shall include various kinds of services such as Inquiry, Transfer, Account opening and closing, Loan, Automatic payment, Contact Us, and Guide. More details will be provided through the services.

#### **Article 6 (Apply or Cancel for Service)**

- ① In principle, the Service shall commence after the Service User submits an Application for Internet Banking Service (the “Application” ) to the Bank in writing and the Bank approves the Application.
- ② The Service shall be terminated with written request at the Bank. However, depending on the type of the Service, the Service User may terminate a certain Service through electronic media to the extent that the Service User takes personal responsibility for such termination.

#### **Article 7 (Method of Verification)**

- ① With respect to the Service, to the extent that any or all of Means of access specified in Article 4, Paragraph ①, Subparagraph 7 of this agreement match with those registered with the Bank, or those computed by the Bank, the identification of the Service User is confirmed and then the Service shall be provided.
- ② If the biometric information stored in advance on the Service User’ s electronic

device matches with the biometric information entered to use the Service, the Bank regards this as the User itself and shall provide the Service. The transaction and usage limit will be notified through an electronic device that is easily accessible by the Service User.

1. The biometric information must be of the Service User, the Bank is not entitled to any responsibility for any damage caused to the Service User for using another User' s biometric information or electronic device.
2. The Service User may use Biometric Authentication as a substitute for Service login. The range of Services available for Biometric Authentication may be expanded or reduced depending on the circumstance of the Bank.

#### **Article 8 (Issuance and Registration of Means of Access)**

- ① The Bank issues Means of access after the identification of the Service User is confirmed with Application for Service.
- ② The Service User may access the service with Means of Access, which is registered at the Bank. Also the Service User shall change user password at the first time access.
- ③ For corporate customer(including individual business households), Master shall receive OTP(One Time Password) for Master and Sub as many as they need at the Bank. Master shall register on internet banking by matching OTP with each Sub ID.

#### **Article 9 (Management of Means of Access)**

- ① The Service User shall not lend, entrust, assign or encumber to a third party the Means of Access necessary for the Service. The Service User shall not disclose the Means of Access to a third party, and shall take good care in safeguarding the Means of Access to prevent stealing, forgery or alteration of the same.
- ② The Bank is not responsible for any loss, damage or security breach arising from the Service User' s misuse of the Means of Access.

#### **Article 10 (Withdrawal Account)**

- ① The Service User shall apply for initial withdrawal account in writing to the Bank to be used in transfer of funds. However, the Service User may apply for additional registration of withdrawal accounts by way of methods other than in writing depending on the type of the Service.
- ② The type of deposit to be used as a withdrawal account shall be limited to the demand deposit under the Service User' s own name or are jointed held with the User.

**Article 11 (Deposit Account)**

- ① The Bank does not verify validation of Other Bank Accounts. It shall process the information as entered by the User when registering the deposit information. Any or all damage from invalid account information, such as delay, return, or rejection, are the responsibility of the Service User.

**Article 12 (Transfer Limit)**

- ① If the Service User applies for the Service at the Bank, the Service User must clearly set the Transaction Limits and Daily Limits on a written document.
- ② In principle, the Service User may change the transfer limit by notifying the Bank of the changed amount in writing. However, depending on the type of Service, the Service User may personally change the transfer limit through electronic media to the extent that the Service User takes responsibility for such change of the transfer limit.
- ③ The transfer limit for the Sub shall be less than or equal to the Master's transfer limit. The daily sum of each Sub's transfer amount shall not exceed the Master's transfer limit.
- ④ Transfer limit excludes some transactions, such as loan interest payment, which set by the Bank.

**Article 13 (Criteria for Processing the Transaction Instructions)**

- ① The Bank shall process a Transaction Instruction only when the access information or device information such as the account number, account password, user ID, user password, or submitted OTP included in the User's transaction instruction, matches that registered with the Bank.
- ② In case the transaction with approval, the Bank shall process a Transaction upon the final approval authority.
- ③ If approval by the final approval for the transaction that accompanies the transaction of funds is not completed within the time in which such approval is possible, it will be automatically processed as being cancelled.
- ④ Available balance within withdraw account shall be exceed the sum of transaction amount and service charge.
- ⑤ Overseas remittance is only available for apply and is not processed in real-time, In principle, batch processing is carried out after confirmation at the branch and user shall check the transaction result through the transaction history.
- ⑥ The Bank withdraws funds from the Withdrawal Account without bankbooks, bills or checks when a transaction request is made by an User.

**Article 14 (Revocation of Transaction Requests)**

- ① Users can revoke transaction requests on Internet Banking before the transaction is executed, or follow the revocation procedure which is set by the Bank.
- ② Reserved transfer and Automatic transfer can be revoked on Internet Banking at any business day before the transfer date.
- ③ The Bank may not allow revocation of instant transfer, which in case that the Bank is not sure whether the transfer is completed.
- ④ When the Withdrawal Account is closed at the request of the User, any transaction request for reserved transfer registered with such account shall also be terminated.
- ⑤ Neither death or adjudication of quasi-incompetency or incompetency of the customer nor dissolution, bankruptcy or merger effect revoking or modifying the transaction requests or affect the right of the Bank.

**Article 15 (Correction of Errors)**

- ① When the Service User learns that there was an Error in the Service, the Service Users may request the Bank to immediately correct the Error. In such case, the Bank shall immediately investigate and effect appropriate corrections. And the Bank shall notify the Service User of the results of corrections.
- ② When the Bank learns that there was an Error in the Internet Banking Service it shall immediately investigate and effect appropriate corrections to the processed transaction, and shall notify the Service Users of the results of corrections.

**Article 16 (Reporting any changes, lost or damaged User' s information)**

- ① If the Service User wishes to make changes to any of the items reported to the Bank such as user password, withdrawal account, name, company name, address, telephone number, etc., the Service User shall report to the Bank on such changes in writing. However, with respect to the information separately determined by the Bank such as password, address, and telephone number, the Service user may change or add such information through electronic media to the extent that the Service User takes personal responsibility for such change or addition.
- ② When the Service User learns of the theft, loss, forgery or alteration of the Means of Access (including OTP) to the transaction accounts or divulgement of other information which is required to be kept confidential for the purpose of transactions, the Service User shall promptly notify the Bank of such fact or request to suspend the Service via electronic media.

- ③ The reporting made under the foregoing paragraph ② shall take effect upon receipt of the report by the Bank.
- ④ In the event that the reporting made under the foregoing paragraph ② is to be revoked, the Service User shall file a written application therefore with the Bank.

#### **Article 17 (Restriction on Use of Service)**

- ① In any of the following cases, the Bank may restrict on any or all of the Service with respect to the relevant Service User:
  1. The User input a wrong User Password three times in a row or, five times in a row for Easy-Pin or biometric authentication.
  2. The User input a wrong account pin number four times in a row.
  3. The password generated from OTP is erroneously entered for ten consecutive times.
  4. The amount requested for Transfer Services on the Transfer Request exceeds the transfer limit which is set by the User.
  5. The balance of the Withdrawal Account is less than the sum of transaction amount and fee at the time of execution.
  6. During the time designated separately by the Bank (the time designated by the Bank shall be explained through electronic media)
  7. The User requests suspension of Internet Banking Service.
  8. The Deposit Accounts or Withdrawal Accounts are closed or suspended.
  9. The Bank determines that provision of services may not be appropriate for reasons of legal restraints placed on withdrawal (ex. Legal obligations to comply with NBC' s regulations including, without limitation, the policies on anti-money laundering).
  10. Internet Banking Service is not available due to system errors
- ② In the event that the Service is restricted pursuant to the paragraph 1 above, the Bank shall notify the Users of the reasons through electronic media or a mobile phone or an e-mail registered on the Bank when there is a user' s transaction instruction. Then, it is regarded as the bank does perform the obligation of notification.

#### **Article 18 (Service Hour)**

- ① The Service User may use the Service during the service hours set by the Bank. Also, each service hour shall be posted on the website.
- ② The service hours may be subject to change depending on the circumstance of the Bank. If the Bank wishes to change the service hours, it shall post such changes on any electronic method which are amenable to posing of notice, except in the cases of

inevitable circumstances, such as system recovery, urgent program repair works, external causes, etc.

#### **Article 19 (Service Fees and Charges)**

- ① Transfer service fees or charges shall be charged by a separately set amount which the Bank shall automatically withdraw from the account with the funds to be transferred upon provision of the Service.
- ② Other service fees or charges shall be stipulated by the Bank and they shall be explained at the branch or via internet.

#### **Article 20 (Indemnity and Exemption of Liability)**

- ① The Bank is entitled to act on any instruction which appears to be made by the User.
- ② The User at all time fully and effectively indemnifies the Bank for and against any and all claims, damages, actions, costs, expenses and losses which are made against the Bank which arise from the Bank acting upon an instruction which is given by the User or appears to be given on the User's behalf.
- ③ The Bank is not liable for any unexpected incidents, for example, when inevitable disasters happen, including power breakdown, fire, terror attack or unexpected incidents.

#### **Article 21 (Amendment to Terms and Conditions)**

- ① If the Bank amends the Terms and Conditions, it shall post such contemplated amendment at the branch offices of the Bank and on the electronic devices one (1) month prior to the effective date of such amendment and in the following cases, it is considered to have notified the user.
  1. In the case of notifying the amendment on the official website of the bank  
(kbglobal.kbstar.com)
  2. In the case of the user notifies the e-mail address provided in advance
  3. When posting to a branch
  4. In case of notification through SMS to the registered phone number of the user
- ② If any objection to the amendment to the Terms and Conditions does not reach the Bank by the previous business day of the effective date after the amendment are posted or notified, the Service User shall be deemed to approve such amendment.



**ADDENDUM (11.03.2013)**

**Article 1 (Effective Date)** The General Terms and Conditions shall take effect on 11.03.2013

**ADDENDUM (28.11.2016)**

**Article 1 (Effective Date)** The General Terms and Conditions shall take effect on 28.11.2016

**ADDENDUM (22.Nov.2021)**

**Article 1 (Effective Date)** The General Terms and Conditions shall take effect on 22 November 2021.