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ALPHA COMMERCIAL BANK PLC.
澳 法 商 业 银 行

GENERAL TERMS AND CONDITIONS

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Contents

I. INTRODUCTION	5
1. Objective	5
2. Definition	5
II. ACCOUNT MANAGEMENT	6
1. Account Opening	6
2. Ownership Of Account	6
2.1 Individual Account	7
2.2 Joint and Authorized Accounts	7
2.3 View or access account information	7
3. Changes in circumstances	7
3.1. Minor Account Holders	7
3.2. Deceased Account Holder	8
3.3. Product or Service Discontinuation	8
4. Tax Identification Number	8
5. Responsibilities of a Joint/Authorized account	8
6. Tax Identification Number	9
III. ACCOUNT USAGE	9
1. Mobile Application ("Alpha Mobile App")	9
2. Automatic Teller Machine and Cash Recycling Machine (ATM/CRM)	10
3. Domestic transfer	10
4. Deposit in Foreign Currencies	10
5. Deposit to Account for a Particular Purpose	10
6. Deposit Made in Error by Alpha	10
7. Automatic Payment	10
8. Dormant Account	11
9. Reactivation of a Dormant Account	11
10. Unclaimed Money in Dormant Account	12
11. Suspension Accounts	12
12. Closing of Accounts	12
13. Requirements When Closing an Account	13
IV. USING CHECKS	13
1. Check Order Form, Checkbook, and Credit Slip	13
2. Collection of Checks	13
3. Alpha Check at Non-Alpha Bank	13

4.	Third-Party Check Deposits	13
5.	Important Notes on Writing Checks	14
6.	Types of Checks	14
7.	Dishonored Checks	14
8.	Reasons for Dishonor	14
9.	Post-Dated Checks	14
10.	Altering a Check.....	15
11.	Stale Checks	15
12.	Check Confirmation Before Payment.....	15
13.	Banker Checks.....	15
14.	Obtaining a Banker Check	15
15.	Important Notes Regarding Banker Checks	15
16.	Stopping Payment	15
V.	FEES AND CHARGES OVERVIEW	16
VI.	SECURITY AND LIABILITY FOR CARD AND ONLINE BANKING SERVICE USAGE.....	16
1.	Protecting Bank cards.....	16
2.	Recording the PIN	16
3.	Protecting the access codes including PIN (Password, secret word)	16
4.	Loss, theft, or misuse of a card, PIN or other code	17
5.	Liability For Unauthorized Transactions	17
VII.	CHANGES TO TERMS AND CONDITIONS	17
1.	Electronic Notice.....	18
2.	Communication means	18
VIII.	GENERAL MATTERS	18
1.	End of Day Operation (EoD)	18
2.	Form of Execution of the Agreement.....	19
3.	Changes to Contact Details	19
4.	Change of Address, Telephone Number, and Facsimile Number	19
5.	Update of Personal Information	19
6.	Update of Identity Document	19
7.	Privacy and Confidentiality	19
8.	Notice and Communication	20
9.	Credit of Interest	21
10.	Fixed Deposit	21
11.	Telephone or Email Instruction	21

12. Problem or Dispute Resolution	22
IX. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING OBLIGATIONS	22
X. DISPUTE RESOLUTION.....	22

I. INTRODUCTION

1. Objective

- To define the legal relationship between the bank and the customer, protecting both parties in case of disputes or misunderstandings.
- These General Terms and Conditions (“GTC”) are part of the agreement (It includes all kind of contract, application, agreement which the customer sign for/with Alpha Bank) governing the use of the
- Bank’s products and services, including all accounts involved deposit and loan product GTC applies when the customers agree to use the Bank’s products and services by signing any kind of forms.
- The GTC does not represent all terms and conditions under which our banking products and services are provided. There could be additional terms such as specific products and service terms and conditions, or conditions implied by law, or any other terms and conditions agreed. If there is any discrepancy between these GTCs, and the specific terms and conditions of any product or service, the specific terms and conditions for the specific product or service will prevail.

2. Definition

- **Interest Calculation:** The Alpha commercial bank provides interest calculations for 365 days in KHR and 360 days in non-KHR.
Hereby We, our, ours, us, the bank, Alpha Bank: Refer to Alpha Commercial Bank PLC and You, your, yours: Refer to Account Holder, Authorized Signatory.
- **Account:** Any bank accounts opened is applicable under this GTC, eg. Saving account, Current account, Mobile saving account, Fixed Deposit account, Bakong Wallet, Escrow account and loan account at the Bank.
- **Account holder:** The individual / entity who opened account is conducted and who is responsible ❖ for all transactions on the account.
- **Authorized signatory:** The third party who is authorized by account owner to operate on the account.
- **Available balance:** The amount of money in customer accounts that is currently accessible for withdrawal, transfer, or spending. Available Balance should be after book balance deducting the minimum deposit, unsettled amount, frozen or block amount, other restricted amounts ordered by Authorities and consented
- **Business day:** Weekday when we are open for business except for official public holidays.
- **Alpha Bank Mobile App:** refers to an application for a smartphone that can be downloaded by customers from the following application stores, App Store or Google Play.
- **Code:** means a PIN, or any similar information (we said code, pin, OTP or secret words) which may be required to make electronic funds transfer transactions to or from accounts, and which the user/account owner is required to keep secret.
- **Electronic equipment’ or ‘Electronic terminal:** means electronic machines e.g. ATM (Auto Teller Machine), CRM (Cash Recycling Machine), terminals located at counters in branch side or out outside located, computers, telephones and other electronic appliances necessary to conduct banking operations.
- **Value Date:** Refers to the date when the value of a transaction becomes successful, A value date may differ from the transaction date to next working date.

II. ACCOUNT MANAGEMENT

1. Account Opening

- Depending on the account type, the customer can request to open online, or at a branch, or based on appointment with the bank staff. To open a new account, the customer will need to:
 - ❖ Meet certain eligibility criteria and be able to prove your eligibility, if required; and
 - ❖ Supply certain documents and information to us, including your name, date of birth, address, telephone number, occupation, etc.
- In accordance with the National Bank of Cambodia's Parkas, Anti-Money Laundering and Combating the Financing of Terrorism, all banks are required to identify account owners and ultimate beneficiary owner who occupies the entity's shareholder 20% and up, including any authorized signatories and related persons associated with the account.
- To fulfill these identification requirements, customers must provide original and valid identity documentation. If any account holder or signatory fails to meet the identification standards set forth by applicable law, or if due diligence requirements are not satisfied, the Bank reserves the right to take appropriate action under Cambodian law, including account closure.
- Existing customers who have already completed the identification process are not required to repeat it unless specifically requested by the Bank.
- To meet regulatory and compliance obligations, the Bank must adhere to all sanctions lists that are applicable in Cambodia, as well as any additional sanctions lists adopted internally (collectively referred to as "Sanctions"). During the onboarding process, the Bank requires confirmation that neither the customer nor any related person/entity are subject to these Sanctions.
- For accounts opened for legal entities (e.g., companies, branches, representative offices, partnerships, sole proprietorships, associations, non-governmental organizations), it must be confirmed properly that none of the entity's subsidiaries, directors, officers, shareholders, affiliates, agents, or employees are designated as Sanctioned Persons if the bank noticed that.
- If a customer or legal entity becomes subject to any Sanctions, the Bank will take necessary action, which may include suspension or closure of the account and termination of the banking relationship. In such cases, the Bank shall not be held liable for any resulting losses, including consequential damages, incurred by the customer, legal entity, or any related party.

2. Ownership Of Account

- **Account Titling and Legal Responsibility:**
 - ❖ At the time of account opening, the account title should be named by credential proof.
 - ❖ The Bank does not bear responsibility for advising account holders on how the titling may affect their legal interests. In case of a joint account, assets are considered jointly owned by all individuals listed on the account.
 - ❖ Account holders are suggested to consult with their own legal counsel or financial advisor regarding any questions related to ownership rights and obligations.
- **Disclosure of Beneficial Ownership and Related Persons:**
 - ❖ In accordance with applicable regulations, account holders are required to provide accurate and complete information regarding any beneficial owners and related persons at the time of account opening.
 - ❖ The Bank may request updated information concerning beneficial ownership and related people at any time during the account relationship.
- **Non-Compliance and Remedial Actions:**
 - ❖ If the Bank determines that the information provided regarding beneficial ownership or related people is false, inaccurate, or raises regulatory or operational concerns, or if the

account holder fails to provide such information upon request, the Bank reserves the right to:

1. Freeze or close any or all accounts associated with the account holder.
2. Initiate any other actions permitted under Cambodian law.

2.1 Individual Account

Any account is owned by a individual holder subject to the terms of the GTC, and applicable law.

2.2 Joint and Authorized Accounts

- Where permitted, accounts may be opened jointly by multiple individuals, such as partners, family members, or groups.
- The balance in a joint or authorized account is jointly owned by all listed account holders.
- Each account holder may have the right to withdraw available balance in accordance with the operational mandate provided to the Bank.
- A signed account mandate is required to define how the account will be operated.
- For joint accounts, the mandate must specify one of the following operational structures:
 - Signal – Solely signatory may act individually.
 - Jointly – Two or more signatories must act together.
 - Any X of Z – A minimum of X signatories out of a total of Z must act together.
- The Bank may accept any other forms of mandate unless explicitly agreed to in writing.
- For authorized accounts, the mandate must always be solely, allowing any signatory to act independently.
- Joint account holders may modify the operational mandate at any time by submitting a newly signed account mandate.
- Regardless of the operational structure, any party to a joint account may request that the account be operated based on having more than one mandate on file with the Bank.
- Account closure requests must follow the operational mandate agreed upon by all account holders.

2.3 View or access account information

Although the account mandate may specify “anyone to sign,” all parties to the account—including partners, authorized account holders, joint holders, and designated signatories—are permitted to view or access account information through over the counter (OTC) services or electronic channels. This access is granted by virtue of their status as parties to the account. The Bank reserves the right to debit the account for any charges incurred as a result of such requests. This includes, but is not limited to, fees associated with balance confirmation or other account information inquiries initiated by any authorized party.

3. Changes in circumstances

3.1. Minor Account Holders

- If an individual applying for a personal/joint account is below the legal age threshold, a legal guardian is required to co-sign and manage the account.
- Regardless of joint account status, financial activities for minor account holders shall remain restricted.
- Restrictions will remain in effect until the Bank receives formal notification and satisfactory evidence that the individual is no longer a minor or has been legally emancipated under Cambodian law.

- Evidence submitted must meet the Bank's due diligence requirements.

3.2. Deceased Account Holder

In the event of the death of a party to a joint account, the surviving account holders shall remain jointly and severally liable for all obligations associated with the account.

3.3. Product or Service Discontinuation

- The Bank reserves the right to discontinue or modify products and services due to changes in circumstances, including but not limited to market conditions or legal and regulatory requirements.
- Affected account holders will be notified at least 30 days in advance of any conversion of accounts, products, or services.
- If account holders do not agree to the proposed conversion, they must notify the Bank no later than 10 days prior to the effective date of conversion.
- Such notification must include the intention to close the account and/or terminate the product or service, along with instructions for the disbursement of any remaining funds.
- Failure to provide timely notice will be deemed as consent to the conversion of the account, product, or service.

4. Tax Identification Number

- Under the Foreign Account Tax Compliance Act (FATCA), Financial Institutions are required to report the U.S. Tax Identification Number (TIN) for any account holder classified as a U.S. Person, which includes:
 - ❖ U.S. citizens (including dual citizens)
 - ❖ U.S. resident aliens for tax purposes
 - ❖ U.S. Green Card holders
 - ❖ U.S. partnerships or corporations
 - ❖ U.S. estates (excluding foreign estates)
 - ❖ US estate other than foreign estate; or Any trust if: (i) any court in the US is able to exercise primary supervision over the administration over the trust, and (ii) one or more US persons have authority to control all substantial decisions of the trust.
- Account holders must notify the Bank within 30 days of any change in status that would result in classification as a U.S. Person. The Bank is legally obligated to report relevant information to government agencies under Cambodian law and FATCA requirements.
- Failure to provide accurate and complete information—including TIN, ownership details, or required waivers—may result in classification as a recalcitrant account holder, subject to reporting to the appropriate authorities.

5. Responsibilities of a Joint/Authorized account

Before opening a joint or authorized account, all account holders should be aware of the following responsibilities and procedures:

- Joint and Several Liability: All holders are equally liable for any overdraft or debt, regardless of who incurred it.
- Disagreements: In case of disputes, the Bank must be notified immediately. Legal advice is strongly recommended.
- Account Restrictions: The Bank may freeze or limit account operations during disputes, either at its discretion or upon request by any account holder.

- Death of a Holder: Funds and assets will be transferred to surviving account holders.
- Withdrawal of Signatories: If one holder requests removal of signatories, the account will be stopped, but liability for outstanding debts remains until full repayment.
- Joint Assets as Security: If jointly owned assets are pledged for borrowing, legal advice should be sought. This is only applicable to parties of the joint account.
- Check Deposits: Checks payable to any named holder may be accepted into the joint account.
- Closure Authority: Any holder may close the account unless otherwise specified. The Bank may require consent from all holders.
- Operational Changes: All holders must be physically present to amend account operations.
- Execution Delays: The Bank may temporarily block operations during verification. It is not liable for damages resulting from protective actions taken in the interest of all holders.

6. Tax Identification Number

The customers are responsible to the Bank for all liabilities incurred in relation to your account(s) and indemnify the Bank against any liability it may incur in respect of or arising out of your account(s) in the event you breach any duty or obligation under Cambodian law.

III.ACCOUNT USAGE

There are many ways to access the account and to make deposits and withdrawal. Accounts also allow direct credit or debit, which means customers can arrange automatically in their accounts through the online Banking Service with following:

1. Mobile Application (“Alpha Mobile App”)

- **Alpha Mobile App** can activate for a single user only. Customers must use a registered phone number from during the account opening process. The Bank secures OTP (One-Time Password) 6-digit code generated by Alpha Bank and sends to Account Holder’s mobile phone via SMS, which must be used to authorize to first register Alpha Bank App. Customers must keep PIN, Secret Words, and other credentials related confidential and never share them with others, **including Bank staff**.
- **Mobile App available Services are:**
 - ❖ Transfer funds between own accounts
 - ❖ Transfer funds to any Alpha Account
 - ❖ Local Bank Transfer (Bakong Wallet/Other bank Account)
 - ❖ Withdraw cash from ATM/CRM
 - ❖ Cash deposit to CRM
 - ❖ QR Scan and pay
 - ❖ QR Generate and receive fund
 - ❖ Mobile Phone Top up
 - ❖ Apply loan
 - ❖ Find currency exchange rate
 - ❖ Find our promotion
 - ❖ Find us on map for ATM, CRM, branch, and Operation unit
 - ❖ Update profile picture
 - ❖ Change PIN
 - ❖ Contact channels (Line, Facebook Messenger, Call Hotline, and leave feedback).

2. Automatic Teller Machine and Cash Recycling Machine (ATM/CRM)

The maximum amount of money withdrawal from an ATM can be up to \$1,000 per day (24-hour period). The Bank reserves the right to modify/alter the daily limits for ATM without prior notice to the extent permitted under Cambodian law. Customers will be advised when changes have been made through different communication channels. If customers make a transaction through an ATM before End of Day (EOD) of the Bank, that transaction may be processed on that day, or on the following business day, whether the branch of the Bank is open for business on that day. Customers can also use service to withdraw funds from an account or deposit cash into account.

➤ ATM/CRM available Services:

- ❖ Change PIN
- ❖ Balance Inquiry
- ❖ Deposit /Withdraw money

3. Domestic transfer

The Bank provides different forms of domestic transfer services, including interbank transfer, Bakong, between Account and Wallet, amongst other services. Domestic transfers are subject to fees and charges and will be reviewed by the Bank as required by applicable law. The Bank may refuse to process any transaction at any stage without needing to notify the receiver of the payment in advance as allowed by applicable law and/or when the Bank has reasonable grounds to believe that the transaction was not conducted in a consistent manner with the profile of the account holder. If the Bank decides to refuse any domestic transfer at any stage, the Bank will give the sender a reason for refusal, unless otherwise required under applicable law. The Bank may impose different single and daily limits on different types of domestic transfers that can find limits on the channel when initiating a transaction.

4. Deposit in Foreign Currencies

An account is a United States Dollar (“USD”) account. If the Bank receives an amount or item in a foreign currency for deposit to the customer’s account (including a telegraphic transfer or check drawn in foreign currency), the Bank will convert the foreign currency amount into USD using the retail exchange rate available for that currency on the day of receipt. Customers may visit any branch for more information regarding applicable exchange rates.

5. Deposit to Account for a Particular Purpose

The Bank will not accept a deposit to the customer’s account on the basis that the deposit is to be reserved or applied for any particular purpose (e.g., collection of funds from a high-yield investment program), even if the account description specifies such a purpose. Exceptions apply only if the customer specifically advises that the deposit is for the account of another party and opens a separate trust account for that deposit. Unless otherwise stated in this clause, all deposits made to the customer’s account will be processed in the normal course of business. The bank has right to report to NBC /CAFIU about suspicious activity or transaction.

6. Deposit Made in Error by Alpha

The Bank reserves the right to reverse any payment made to the customer’s account if such payment was made in error.

7. Automatic Payment

To set up an automatic payment, the customer may visit any Alpha branch.

If the customer provides instructions for an automatic payment intended for business purposes, the Bank accepts the instruction without liability for any refusal or omission to execute the payment, any delay, or any failure to follow the instruction.

The Bank will exercise reasonable care and skill in executing the customer's instructions related to automatic payments. The Bank relies on the accuracy of the information provided and is not obligated to verify its correctness. The customer must promptly notify the Bank of any discrepancies in automatic payment details reflected on their bank statement.

An automatic payment authority is subject to any existing or future arrangements between the customer and the Bank regarding the account. The Bank may process automatic payments in any order and subject to the availability of funds. Payments may be honored, rejected, or reversed if sufficient funds are not available.

If the due date for an automatic payment falls on a non-business day, the payment will be processed on the next business day unless the customer requests processing on the preceding business day.

An automatic payment authority remains in effect until terminated by the Bank, the payee, or the customer, or upon notification of the customer's death.

The Bank will not intervene in disputes between the customer and any third party arising from an automatic payment. Any request for automatic payment not submitted on the Bank's standard form will be deemed to include the terms of the standard form. In case of inconsistency, the Bank's standard form shall prevail.

8. Dormant Account

If the customer's account has no activity for 12 months or more from the last transaction date (excluding system-generated transactions), the account will be classified as a Dormant Account. The Bank may take the following actions:

- Disallow withdrawals until the account status is changed from 'dormant' to 'active'. The customer must visit a branch or use available channels to initiate this change.
- Apply a fee for inoperative/dormant accounts, as outlined in the Standard Rate and Fees schedule brochure, product-specific terms and conditions, or the Bank's website.
- Impose fees for managing abandoned accounts and close the account without prior notice if the balance is zero or if the account is likely to enter unarranged overdraft due to regular fees.
- Prior to subscribing to Alpha accounts and services, the customer is advised and acknowledges that the account must remain active, be used for its declared purpose, and be maintained in a satisfactory manner. An inactive account will be classified as dormant and subject to applicable fees. The Bank may restrict access and take other actions permitted under Cambodian law until the account is reclassified as active.
- The Bank may, but is not obligated to, notify the customer of potential charges when the account becomes dormant. The customer is strongly advised to reactivate the account before fees and restrictions are applied.

9. Reactivation of a Dormant Account

The Bank permits reactivation of a dormant account upon verification that the customer is the account holder or an authorized signatory.

Reactivation may be requested by completing a form to change the account status from Dormant to Active, or by making a cash withdrawal at any Alpha branch.

10. Unclaimed Money in Dormant Account

If no transactions are made on a dormant account for ten (10) years, the Bank may close the account and transfer any remaining funds to the National Bank of Cambodia (“NBC”) or other government agencies as required by law, without further notice to the customer.

The Bank may, but is not obligated to, notify the customer prior to account closure. Notification may not be possible if the Bank’s records of the customer’s contact details are outdated. The customer may visit any branch to inquire about the process for recovering unclaimed funds, although recovery may take time if funds have been transferred to a government entity.

11. Suspension Accounts

The customer may request the Bank to close their account at any time. The Bank requires the customer to be physically present to initiate the account closure. It is advised that the account be closed at the home branch where it was originally opened. However, the Bank may, at its discretion, permit closure at a different branch depending on the account type and the customer’s instructions regarding fund release during the closure process.

If the Bank determines that any of the customer’s accounts are not being conducted in a satisfactory manner, it may suspend operations or close any or all the accounts. The Bank shall not be liable for any loss resulting from such suspension or closure. Unless impracticable under the circumstances, the Bank will provide reasonable notice to the customer prior to closing the account, including details of the account(s) affected.

The Bank may, at any time and without prior notice, apply all or part of any credit balance in any of the customer’s accounts, in any currency, toward payment of any indebtedness owed by the customer to the Bank. If any amount is contingent or unquantified, the Bank may withhold repayment of the credit balance until the amount becomes due or is quantified and may set off the maximum potential liability. This provision is in addition to and does not prejudice any other rights of set-off, account combination, lien, or other entitlements available to the Bank under law, contract, or otherwise.

The Bank may suspend or close any account without prior notice if (including but not limited to):

- The customer conducts the account in an unsatisfactory manner (e.g., dishonored checks, use for prohibited activities)
- The Bank is complying with a court order.
- The customer has engaged in unlawful activity.
- The customer has breached the terms and conditions of any account, product, or service.
- The customer has acted abusively toward Bank staff.
- The Bank receives notice of a third-party claim against the account.
- The Bank shall not be liable for any loss resulting from such suspension.

12. Closing of Accounts

The customer or any authorized person, as per the account mandate provided during account opening, may close the account at any time using the Bank’s available channels.

In rare cases, the Bank may exercise discretion to close an account or refuse further deposits or withdrawals due to unsatisfactory conduct or other reasons deemed appropriate, including:

- When an account intended for domestic or personal use is being used for other purposes.
- When an account held by a minor is, in the Bank's reasonable opinion, being used in a manner that does not benefit the minor or is contrary to their interests.

The Bank will notify the customer or authorized signatory prior to closing such accounts.

13. Requirements When Closing an Account

Upon account closure, the customer must return the following items to the Bank:

- Any card associated with the account (including cards issued to additional cardholders);
- Unused checks.
- Passbook.

Accounts with check access may only be closed once all outstanding checks have been presented and/or cleared. The Bank reserves the right to return any checks presented for payment after the account has been closed, in accordance with applicable law.

IV. USING CHECKS

1. Check Order Form, Checkbook, and Credit Slip

Checks supplied to the customer in a check book will have an account number marked on them. These checks may only be used to make drawings on that account. The customer must always safeguard their checkbook. Any loss of a check or unauthorized withdrawal must be reported to the Bank as soon as possible.

Deposit slips, which also bear the account number, are to be used solely for deposits to that account. Both deposit slips and checks remain the property of the Bank and must be returned upon request.

2. Collection of Checks

The Bank may transmit checks or related documents to other locations for collection or processing in accordance with standard banking practices. The Bank shall not be liable for any loss or destruction resulting from such transmission unless caused by the Bank's negligence.

3. Alpha Check at Non-Alpha Bank

If a check drawn in Alpha Bank is deposited at another bank, it will be treated on a "for collection" basis. Alpha Bank will wait for the funds to clear before making them available to the customer account.

4. Third-Party Check Deposits

Checks are generally deposited into the account of the individual or entity named as the payee. If the customer is depositing a check into their account as a third party (i.e., not the named payee), the payee must endorse the check by signing the back as follows:

- Please pay (your account name)
- Signed (payee's signature)

At the time of deposit, the Bank will ask the customer how the check was obtained to confirm ownership and prevent issues related to lost or stolen checks. If the check is not properly endorsed or a satisfactory explanation is not provided, the Bank may refuse to accept the deposit.

5. Important Notes on Writing Checks

- Check books issued on the account will bear the account holder's name and must be safeguarded.
- Check books will not be mailed to the account holder's address unless alternative arrangements are made and approved at the Bank's discretion.
- Check books may be sent to branch for collection. Fees may apply.

6. Types of Checks

Type	Description
Personal Checks	Available for Everyday Banking accounts. Drawn and prepared by the customer. Can be ordered at branches.
Uncrossed Checks	Not marked with parallel lines. Payable to anyone presenting the check. If lost and presented by another party, the Bank is not liable.
Crossed Checks	Marked with double lines. Must be deposited into an account and cannot be cashed.
Not/Non-Transferable or Account Payee Only Checks	Cannot be endorsed or transferred. Must be paid into an account matching the payee's name.
Not Negotiable Checks	Protects the true owner if lost or stolen. May be crossed with or without the words "not negotiable."

7. Dishonored Checks

If a check is returned unpaid, it is considered dishonored. The Bank may return the check to the customer and reverse the credited amount. The customer is responsible for pursuing payment from the issuer. Dishonor may occur due to insufficient funds or irregularities.

8. Reasons for Dishonor

Common reasons include:

- Insufficient funds in the drawer's account
- Missing or invalid signature(s)
- Stop payment instruction from the drawer
- Stale check (presented more than six months after issue date)
- Material alterations not properly signed

The customer is charged a fee for each dishonored check they issue ("outward dishonor"). No fee is charged for dishonored checks deposited by the customer ("inward dishonor"). Dishonored checks are reversed within the same day or up to two working days after clearing.

9. Post-Dated Checks

A post-dated check is dated for a future date. The National Bank of Cambodia requires such checks to be cleared regardless of the presentation date. The Bank strongly advises customers not to issue post-dated checks.

10. Altering a Check

If a check must be altered, the signatory(ies) must be signed next to the change. Permitted alterations include changes to the amount, date, or payee's name. Unsigned alterations may result in dishonor.

11. Stale Checks

Checks presented more than six months after the date written may be dishonored as "Stale Checks."

12. Check Confirmation Before Payment

- The Bank may, at its discretion, contact account holders or signatories to confirm awareness of a check before processing. Limits for confirmation may be set and revised upon reasonable customer request.
- Applicable law does not require the Bank to obtain confirmation from the issuer. The Bank bears no liability for not obtaining confirmation, except in cases of gross negligence.
- If the customer prefers not to be contacted for confirmation, they are advised to request to Stop being informed for a check payment at any branch.

13. Banker Checks

Banker checks, drawn by the Bank itself, are a widely accepted and secure method of payment, serving as a safe alternative to carrying large amounts of cash.

14. Obtaining a Banker Check

Banker checks may be purchased at any branch. The customer may pay for the banker's check and any applicable fees by debiting funds from their account.

15. Important Notes Regarding Banker Checks

- Banker checks must be cleared like any other check and may be dishonored for the same reasons as personal checks.
- If a banker check purchased by the customer is lost, stolen, or destroyed, the customer must immediately contact any Alpha branch and present the original banker check purchase receipt. A fee will be charged for replacing the banker's check.
- If the banker's check is no longer required, the purchaser may cancel it and request a refund at any Alpha branch. The original banker's check and purchase receipt must be provided. The Bank may impose a fee for processing the refund.

16. Stopping Payment

- If necessary, a check issued by the customer may be cancelled or stopped. The customer must notify the Bank as soon as possible and provide details including the pay, amount, date, and reason for cancellation.
- If the customer's checks or checkbook(s) are stolen, lost, or damaged, the customer must notify the Bank immediately to stop the remaining checks. The Bank will require the serial numbers of the affected checks.
- The customer is required to visit an Alpha branch to complete and sign a "Stop Payment Request." If the check(s) has not yet been presented for payment, the Bank will make every effort to prevent payment. However, the Bank shall not be liable if payment is not successfully stopped. A fee will be charged for cancelling or stopping a check, as detailed in the Service Charge brochure, specific product/service terms and conditions, or on the Bank's website.

V. FEES AND CHARGES OVERVIEW

Subject to any applicable terms and conditions, the Bank may impose fees and charges for any services provided in this booklet and/or any specific products or services it provides in connection with any account. Fees and charges depend on the channel used to request the service and the currency used in the transaction. Some of the fees and charges are mentioned in the booklet. Full details of all the fees and charges are set out in the “Service Charge” brochure, which can be obtained from any branch of the Bank or our website. The Bank is entitled to debit from account for fees and charges whenever they become payable. Any applicable government fees and charges, including Resident Withholding Tax, Non-Resident Withholding Tax and any applicable fees, will also be debited by the Bank from your account.

If there are any changes to the standard fees and charges, the Bank will inform the customer of the changes and the date on which the change takes effect by:

- Direct communication to customers (i.e., by notice on account statement);
- Displays at the Bank branches or other digital communication means such as websites, Facebook, Push Notification, SMS, Email Alert.

These communication means are not exhaustive. The Bank will exercise reasonable care, and where possible, inform customers of non-standard fees and charges before payment is made.

VI. SECURITY AND LIABILITY FOR CARD AND ONLINE BANKING SERVICE USAGE

1. Protecting Bank cards

To protect Bank cards, the customers need to:

- Sign it immediately when receive it.
- Carry it with or keep it somewhere safe.
- Regularly check to ensure card not lose.
- Not giving the card to anyone else, including a family member or friend.

2. Recording the PIN

If the customer makes a record of their PIN, they will need to keep it separate and well away from their card unless the PIN is reasonably disguised. However, to minimize the risk of unauthorized transactions occurring on account, it is best for the customer to keep the PIN record, even if disguised, separate and well apart from the card.

3. Protecting the access codes including PIN (Password, secret word)

Do	Don't
<ul style="list-style-type: none">▪ Try to memorize it▪ Destroy the PIN provided by bank or any documentation bank issued to containing a code▪ Make sure nobody watches or hears when we enter or use the code on electronic equipment (e.g. ATM and CRM terminals).▪ Be ready to make a transaction when approaching an ATM or POS terminal.	<ul style="list-style-type: none">▪ The customer must not write their PIN on their card, even if it is disguised.▪ The customer must not keep a record of their PIN with or near their card.▪ The customer must not disclose their codes to anyone, including family members and friends.▪ If the customer selects their own code, they must avoid choosing a number or word that can be easily guessed (e.g., part of the number

<ul style="list-style-type: none"> ▪ The customer must ensure that no items are left behind upon completion of a transaction, including avoiding leaving their card unattended in or at an ATM. ▪ The customer should notify us immediately if the PIN mailer has not been received, has been opened (subject to prior agreement), or if a PIN change request has occurred without their initiation. 	<p>printed on the card, date of birth, driver's license number).</p> <ul style="list-style-type: none"> ▪ The customer must not enter their PIN into any electronic banking terminal that appears suspicious, has been modified, has an unusual device attached, or is operating in an abnormal manner.
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4. Loss, theft, or misuse of a card, PIN or other code

The customer must notify us as soon as possible if their card, PIN, or code record is lost, stolen, or misused, or if they suspect that unauthorized transactions have been made on any account. Prompt notification enables us to place an immediate stop on the card, thereby preventing or minimizing losses resulting from unauthorized transactions and reducing the customer's potential liability for such losses.

If the customer has misplaced their card, they may apply for a temporary lock using the Online Banking Service. In cases where the card has been lost or stolen, the customer must contact us to permanently cancel/block the card.

5. Liability For Unauthorized Transactions

This section outlines when the customer will and will not be liable for unauthorized transactions.

5.1. The Customer Is Not Liable:

The customer will not be liable for losses resulting from unauthorized transactions where the customer has not contributed to the loss.

The customer will also not be liable for losses resulting from unauthorized transactions that:

- Are these are caused by the fraudulent or negligent conduct of our staff.
- Require the use of a card or other device and/or a code and occur before the customer receives their card or other device, or receives or selects their code(s), including any replacement or reissued card, device, or code.
- Require the use of a card or other device and/or a code and occur after we have been notified that the card or device has been misused, lost, or stolen, or that the security of the code has been compromised.
- Require the use of a card and occur after the customer has requested cancellation of the card and has either returned the card to us.
- Are made using a card, code, or any other device or identifier that is forged, faulty, expired, or cancelled.
- Are electronic transactions made using an identifier without a code or device.
- Are electronic transactions made using a device and not a code, provided the customer did not unreasonably delay reporting the loss or theft of the device.

VII. CHANGES TO TERMS AND CONDITIONS

At various times, we may make changes to the terms and conditions, subject to applicable legislation and notification requirements, related to:

- Fees and charges (including amount, frequency, and times for payment, and the introduction of new fees and charges)
- Interest rates.
- How interest is calculated, charged, or paid to the customer's account, or to the balance tiers which determine the applicable interest rate(s).
- Transaction limits.
- The types of transactions performed or the methods by which the customer may access or transact on their account.
- Eligibility requirements in relation to the customer's account.
- The features of the customer's account or of a related product or service.

We will always inform the customer if, for any reason, the terms and conditions of their account change, and will provide a timely opportunity to terminate the bank account or other banking services should the customer object to the changes.

However, advance notice may not be provided if a change must be made immediately to restore or maintain the security of our systems or facilities. Unless otherwise specified in this document, we may notify the customer of changes as outlined in the following table.

1. Electronic Notice

We may use the customer's email address to advise of any changes to their account, including updates to these terms and conditions, or send an email notification indicating that such changes are available for viewing within the Online Banking Service or on our website.

We may also extend electronic notices through other means such as Push Notifications and SMS, sent to the customer's Alpha Mobile user profile and the phone number registered in our system. These notices may relate to changes, product or service readiness for collection, and recommendations on where to obtain detailed information. The customer is deemed to have received such notice once our system generates a successful delivery confirmation.

2. Communication means

The customer agrees that the primary mode of daily communication between the Bank and the customer is the phone number provided during the account opening process. Email may be used only in circumstances where the Bank is unable to communicate with the customer via phone.

Regarding the customer's phone number, the Bank will not open an account if it determines that the number provided is being used by another person, unless the customer can prove ownership of the number, agrees to provide a new phone number, or agrees to discontinue use of the phone number and rely solely on email communication.

VIII. GENERAL MATTERS

1. End of Day Operation (EoD)

EoD is the process of posting all transactions created during a day. Due to the potentially high volume of daily transactions, the Bank may initiate EoD before 12:00 AM of the "T" day (Today). If the customer performs a transaction during EoD, the value date of the transaction may be either the T Day or T+1 day. In cases where the value date is critical such as loan repayments or payments to suppliers, the customer is required to complete such transactions before 16:00 PM on the T Day. Otherwise, the value date may be one day later than the actual transaction date. The Bank shall not be liable for any consequences or losses arising from transactions or payments made after 16:00 PM.

2. Form of Execution of the Agreement

As permitted by applicable law, the Bank shall obtain either the customer's signature and/or thumbprint when executing any form or agreement. As a standard practice, the Bank generally requires a signature. However, specific circumstances such as the execution of a loan agreement—may require both a signature and thumbprint. Both are always equally and legally valid.

3. Changes to Contact Details

If the customer's address or other relevant details change, the customer must notify the Bank as soon as possible. This can be done by visiting any branch. If the authorized signatory changes, the customer must also notify the Bank promptly. Unless the Bank receives adequate prior notification of such changes, it cannot be held responsible for any resulting errors or losses. If the Bank is unable to locate the customer after making reasonable efforts, it may suspend operations on the account until updated contact details are provided.

4. Change of Address, Telephone Number, and Facsimile Number

The customer must promptly notify the Bank of any changes to their address, telephone number, or facsimile number. This ensures that correspondence, important documents, and cards (if applicable) are sent to the correct address. The customer agrees that the Bank may, at its sole discretion, restrict all operations related to the customer's account(s) if communication via the registered telephone number is unsuccessful. The customer further agrees to indemnify the Bank against any losses resulting from such restrictions.

5. Update of Personal Information

The customer is obliged to notify the Bank as soon as possible of any updates to personal information provided during the account opening process. This includes, but is not limited to, the customer's name, date of birth, address, occupation, nationality, identification documents, and contact details. Failure to provide such updates may result in the Bank being unable to maintain accurate records as required by law, potentially leading to partial or full restrictions on the use of the Bank's services and the customer's account. The customer agrees that the Bank may, at its sole discretion, deactivate or restrict account-related operations and require the customer to update the relevant information.

6. Update of Identity Document

The Bank uses the customer's ID to verify identity when accessing services. The customer is required to submit a new ID whenever the one stored during account opening expires or becomes invalid. Failure to update an expired ID may result in service disruptions, delays, staff inquiries, or restrictions on account usage. The customer agrees to keep the Bank informed of their current ID status.

7. Privacy and Confidentiality

- The Bank's privacy policy outlines its commitment to protecting the customer's personal information. All information provided by the customer will be kept strictly confidential and securely stored. The customer has the right to access and request corrections to their personal information by visiting any branch. The Bank will make every effort to keep this information up to date and requests that the customer inform the Bank of any changes to personal or business details, including address, contact number, or ownership structure.
- The Bank may use the customer's information for the following purposes:
 - ❖ Evaluating applications for facilities, products, and services
 - ❖ Administering and monitoring any facilities provided, products, or services
 - ❖ Conducting market research, data processing, and statistical analysis

- ❖ Providing information about other facilities, products, and services (including third-party offerings), unless the customer opts out
- ❖ Complying with regulatory requirements applicable to the Bank's shareholders
- The customer agrees that the Bank and its shareholders, affiliates, and related companies (collectively, the "Parties") may exchange information, including:
 - ❖ Data provided in application forms
 - ❖ Other personal information lawfully obtained
 - ❖ Transaction details and history
- If any Party engages a Service Provider (e.g., mailing house or data processor), the customer agrees that information may be exchanged and processed either in Cambodia or abroad. The Bank may also share information with entities outside the Parties and Service Providers if required by law or with the customer's consent.
- The Bank may use the customer's information for data matching, which involves comparing personal data with publicly available or partner-held information to fulfill the above purposes. Third parties involved in data matching will be subject to confidentiality obligations.
- The Bank may obtain information from various sources, including credit reference agencies, and may disclose customer data to these agencies for credit reporting purposes. If the customer defaults on obligations, the Bank may share information with credit or debit recovery agencies, which may retain and share it with their clients.
- The Bank may disclose account information to any account signatory. If the customer is under 16 (Cambodian) or 18 (foreigner), the Bank may contact the customer's parent(s) or guardian(s) to disclose or collect information or recover outstanding amounts.
- The Bank maintains high security standards and regularly updates its technology to protect customer data. It does not sell, publish, or distribute customer information.
- The customer expressly consents to acquiring the risk of data breaches, acknowledging that no damage may be claimed if the Bank has implemented appropriate security measures.
- Certain laws may require the Bank to disclose customer information upon request. In such cases, the Bank may not be able to inform the customer of the disclosure. The Bank may also share information with law enforcement, government agencies, correspondent banks, or financial institutions if it reasonably believes the disclosure will aid in investigating or preventing fraud, money laundering, or terrorism-related offenses.
- The customer agrees to provide all necessary information to help the Bank comply with these laws. Anti-money laundering and counter-terrorism legislation may also prohibit transactions involving certain countries, individuals, or entities. As a result, the customer agrees that the Bank may:
 - ❖ Delay or block transactions or refuse to disburse funds without incurring liability.
 - ❖ Disclose transaction-related information to Cambodian authorities or relevant international agencies if it reasonably believes the transaction may violate applicable laws.
- In this clause, "money laundering" includes dealings with criminal proceeds or assets linked to terrorism or terrorist acts.

8. Notice and Communication

- Communications relating to the customer's account, including account statements and notice of any changes to the terms and conditions, will be provided in writing or through any other method outlined in these terms and conditions or agreed upon with the Bank.
- The Bank may use electronic means to communicate with the customer. This may include emailing written notices or other communications regarding changes to products and services or sending

notifications that such changes are available for viewing within the Online Banking Service or on the Bank's website.

- If written communication is sent by post, it will be delivered to the most recent address provided by the customer. Notices sent by ordinary mail will be considered delivered within three working days after posting.

9. Credit of Interest

- The Bank pays interest in certain account types. Interest is calculated and accrued daily for interest-bearing savings and transactional accounts and credited into the account which falls on the same calendar day each month or specific date depending on the account type. If the key date falls on a non-business day, it will be moved to the next business day.
- Interest payments are subject to applicable taxes. The tax status of the account holder determines the type and amount of tax deducted. The Bank relies on the tax status and information provided by the customer. Resident Withholding Tax (RWT) applies to Cambodian account holders and to foreigners who have lived in Cambodia for at least 182 consecutive days or intend to do so, supported by documentation such as employment contracts, rental agreements, or business ownership.
- Residential tax status is determined during account opening based on information provided to Bank staff. Non-Resident Withholding Tax (NRWT) applies to non-resident account holders. The Bank relies on the accuracy of documents and information provided by the customer to determine the correct tax status.
- For certain accounts, interest is only paid if the balance exceeds a specified minimum. The Bank may introduce or revise minimum balances required for interest payments or higher interest rates. The customers will be notified of any changes and their effective dates.

10. Fixed Deposit

The following terms apply to Fixed Deposits and incorporate the conditions outlined in the Fixed Deposit Certificate or application forms (if applicable):

- Interest payable during the term of a Fixed Deposit is not compounded. However, interest payable at maturity may be automatically added to the principal to create a new Fixed Deposit if customer choose to auto rollover .
- Unless otherwise agreed, the term of a Fixed Deposit is fixed. The customer may not transfer or withdraw the deposit before maturity. Early or partial withdrawal requests (if permitted) must be approved by the Bank and may incur a fee.
- If the maturity date falls on a non-business day, it will be moved to the next business day.
- Fixed Deposits cannot be drawn against personal checks.
- Where appropriate, and with reasonable care (though not required), the Bank may notify the customer prior to maturity.
- Applicable government fees and charges, including RWT or NRWT, may be debited from the Fixed Deposit or the nominated account.

11. Telephone or Email Instruction

The Bank is not obligated to accept instructions from the customer or any authorized person via telephone. If permitted, the customer agrees that:

- Funds may only be transferred between accounts held in the customer's name.
- Enquiries may only be made regarding accounts held in the customer's name.

- The Bank may refuse to act on any instruction if not satisfied with its authenticity.
- The Bank is not required to verify the identity or authority of any person providing instructions.
- The Bank may impose and revise minimum transaction values without notice.
- The customer will indemnify the Bank against any loss resulting from such instructions (including misrepresentation by the customer or any authorized person), except where the loss results directly from the Bank's negligence.

12. Problem or Dispute Resolution

- If the customer is dissatisfied with any aspect of the Bank's service, the Bank encourages prompt communication to resolve the issue. Where possible, complaints will be addressed immediately. If additional time is needed, the Bank will inform the customer.
- Unresolved concerns will be referred to the Complaint and Dispute Resolution Unit, which aims to respond promptly, although some cases may require more time. The customer will be kept informed of progress.
- The customer may contact the Bank via:
 - ❖ Hotline: +855 61-666-811
 - ❖ Official Email/Website: info@alphabank.com.kh

If dissatisfied with the outcome, the customer may take further actions regarding discrepancies, errors, or complaints.

IX. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING OBLIGATIONS

To meet regulatory and compliance obligations, the Bank will increase control and monitoring measures. The customer should be aware that:

- Transactions may be delayed, blocked, frozen, or refused if the Bank has reasonable grounds to believe they breach applicable laws or sanctions (including those of other jurisdictions). The Bank and its correspondents are not liable for any resulting loss (including consequential loss) in connection with any deposit product.
- The Bank may request additional information from the customer to support compliance processes (e.g., customer due diligence and transaction participant details).
- Where legally required, the Bank will disclose gathered information to regulatory or law enforcement agencies, other banks, affiliates, service providers, or third parties.
- The customer undertakes not to initiate, engage in, or effect any transaction that may breach applicable laws or sanctions (including those of other jurisdictions).
- The customer confirms that the underlying activity for which any deposit product is provided does not breach applicable laws or sanctions.
- The customer agrees to indemnify the Bank against any potential losses arising from a breach of these undertakings.

X. DISPUTE RESOLUTION

These terms and conditions are governed by the laws of Cambodia. Disputes arising from or related to these terms, including questions of validity, performance, or termination, will be handled as follows:

- If the dispute involves less than USD 10,000, it shall be referred to a court of competent jurisdiction in Cambodia.

- If the dispute involves USD 10,000 or more, it shall be resolved by arbitration administered by the National Commercial Arbitration Centre (NCAC) of Cambodia, in accordance with the NCAC Arbitration Rules in effect at the time of commencement. These rules are incorporated by reference into this clause.
- The arbitration will be seated in Phnom Penh, Cambodia, conducted in English, and decided by a single arbitrator.

Our Bank, Alpha commercial Bank, we reserve the right to amend/cancel/adjustment/announced the bank's GTC through our Mobile APP/Web-site /social APP for notification.