



ធនាគារណែនីដូ អាល់ហ្វា ប.ក
ALPHA COMMERCIAL BANK PLC.
澳 法 商 业 银 行

GENERAL TERMS AND CONDITIONS





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Please read the “**General Terms and Conditions**” with any Application Form and/or Account Opening Forms. When customer open an account (as defined below) with the Bank and/or use services connected with that accounts, customer agree to follow “**General Terms and Conditions**”. Customer is advised to seek advices at the Bank’s premise; the contact (Hot-Line); and website if he/she is needed.

The “**General Terms and Conditions**” is designed for using with the Bank companion brochure, “**Conditions and Fee Charge of Account Operations**” and “**Interest Rate Table**”. It explains the Bank’s deposit accounts, other related services which are made available to customer and the terms and conditions and fees that governed those accounts and services.

1. Definitions and Interpretations:

- 1.1. **Authorized Signatory**(ies) refer to the authorized signatories designated by the Customer and accepted by the Bank for or in connection with the operation of the Bank Account and/or the provision of Service(s) by the Bank.
- 1.2. **The Bank** refers to The Alpha Commercial Bank PLC., or any of its branches.
- 1.3. **Customer/Customers** refers to AC Bank account holder and non-AC Bank account holder, who acquires one-off service of AC Bank. All customers are subject to different forms of due diligence.
- 1.4. **Account Holder**(s) refers to the person in whose name an account is operated and who is responsible for all transactions on the account.
- 1.5. **Account Number** refers to a unique serial number attached to each Account opened with the Bank and it is confidential between the customer and the Bank. The customer understands that if he/she divulges the Account Number to any third party he/ she shall bears sole risk and responsibility.
- 1.6. **Business Day** refers to any weekday when bank open for business rather than a public holiday. Saturday and Sunday are not classified as business days.
- 1.7. **Services** refers to the services in respect of any Bank Account or any other similar forms of Bank accounts to be provided by us.

2. Account Type

2.1 Individual Account

The account is opened by single name (individual) who is the sole owner/beneficiary.

2.2 Company Account

The account is opened by the authorized person "authorized signatories" on behalf of a company including Partnership, Corporation, Organizations/Associations/Communities, Embassies, Ministries/Institution and Development Projects etc.



2.3 Joint Account

The account held by more than one person/having the right to operating account.

3. *Opening Account*

Customer shall fulfill the requirement of account opening process including providing required documents and then shall give the signature as requested by the Bank. Customer is required to deposit a minimum balance.

4. *Saving Account (SA)*

4.1 An account shall be opened with an initial minimum cash deposit as prescribed by the Bank.

4.2 Interest is automatically computed from the system and accrued on a daily basis based on the end of day ledger balance (including earmarked/hold amount). Interest is not credited on daily but shall be credited on half-yearly into account on 30th June and 31st December.

5. *Fixed Deposit (FD)*

5.1 The Bank shall automatically renew the existing customer who are held the deposit accounts when those accounts are failed into the maturity date unless the Bank are instructed by the account owner.

5.2 Customers are advised to keep their Fixed Deposit Certificate in a safe place. Any loss of receipt must be notified to the Bank immediately in writing. The Bank has no responsibility for any loss or damage to the depositor, due to his/her negligence and/or in the event that any fraudulent withdrawal has been debited from his/her account prior to the Bank has received the notice of such loss of receipt.

5.3 Interest payable is subject to a withholding tax at the prevailing rate set by the Ministry of Economy and Finance.

5.4 If the certificate of Fixed Deposit has lost or damaged, the customer may request a new one and must pay the fee charge as determined by the Bank.

6. *Current Account/Cheque(s) Account*

6.1 There is no interest paid on any credit balances on current accounts, it shall be opened with an initial minimum cash deposit as prescribed by the bank.

6.2 Cheque(s) must comply with the applicable law/prakas of National Bank of Cambodia and the customer shall acknowledge and strictly follow such laws/regulations with regards to the cheque(s) clearing without insufficient balance. The Bank has no liability to ensure that a payment is lawful or not but may refuse to make a payment until the Bank is satisfied that it is lawful.

6.3 Each cheque(s) issued must have sufficient fund, in case the Bank has found that cheque(s) return with-insufficient fund 3 (Three) times, the Bank will consider closing the account without the consent of account holder. The Bank has no liability to customer or any party for such case.

6.4 Check drawn on customer's account must be on the forms printed and provide by the Bank and completed in the manner required by the Bank. Each check must be signed by the authorized signatories in the same style as the specimen registered with the Bank.

6.5 In the event that the Bank dishonors a cheque(s), the Bank may (not obliged to) return the cheque(s) to the presenter. The Bank shall not be liable to the account holder or any third party (ies) for honor or dishonor of that cheque(s).



- 6.6 The Bank reserves the right to not credit cheque(s) balance into an account if the payees name is differentiating to the name shown on the Bank's record.
- 6.7 The Bank will collect half year service charge by automatically debit from customer's account including zero balance as on every 30th June and 31st December.

7. Closing Account

- 7.1 To close an individual account, customers are required to complete the Closing Account Application Form provided by the Bank. The remaining balance will be withdrawn in compliance with the condition of operation and specimen signature kept in the Bank.
- 7.2 To close a joint account or corporate account, the account holder or authorized person (President/General Manager or Board of Director), is required to properly complete the Closing Account Application Form with specimen and stamp (if any). Withdrawal of remained balance must comply with the condition of operations and specimen signature kept in the Bank.
- 7.3 Fees will be charged with a certain amount set by the Bank if customer close the account within six (6) months from the opening date of the account.
- 7.4 Once the account is closed for any reason, all cards shall become the Bank's property. The customer shall promptly return them to the Bank and shall not continue to proceed any transactions through the account in any way. If the customer still owes the Bank any sum of money (which include such charges, and liabilities), customer must pay before account closed.
- 7.5 To close a Fixed Deposit account, the account holder is required to return the Fixed Deposit Certificate.
- 7.6 Customers are required to return all blank cheque(s) to the Bank and to ensure that there is no any used cheque(s) before closing a current account.
- 7.7 For any dormant account with a Nil balance, the Bank will close the accounts without prior notice.
- 7.8 The Bank reserves the right to close customers' accounts without prior notice, if there is evidence that:
- Customers do not comply with all applicable laws, rules and regulations in connection with account operation such as Law on Anti-Money Laundering and Combating the Financing of Terrorism.
 - Transaction of the account might violate to any laws of the Kingdom of Cambodia or any other countries, directly or indirectly involve with any designated individual or entity prohibited, directly or indirectly involve with any illegal activities or any sanction countries, etc.

8. Modification

- 8.1 All instructions for the changes, customer is required to notify to the Bank in writing and required to provide personal identification and filling out the change information into the **Modification of Customer Information Form** as determined by the Bank.
- 8.2 Changing the identification documents or related documents when the document is approaching the expiration date is the duty of customer to collaborate with the Bank. The Bank will notify the customers after receiving a notification letter from relevant ministries or competent authorities on their expired dates.
- 8.3 For any changes or any amendments, customer shall come to the Bank with supporting documents.
- 8.4 The Bank will verify supporting documents prior to any changes or amendments.
- 8.5 The Bank reserves the right to override any changes of customer's information if it is observed that the request of customer does not perform properly in respect to the "**General Terms and Conditions**" of the Bank.



9. ***Dormant account***

The account which has no activity from customer for consecutively 12 months is classified as a Dormant Account. The Bank might take action as the followings:

- Not allow operating the account unless its status is changed from “Dormant” to “Active”. The Bank will contact account holder to change status.
- Charge an annual service fee, it is automatic debited from the account every 12 months until 0 (zero) balance, the Bank will close the account automatically without prior notice.

10. ***Unclaimed Money***

"Unclaimed Money" If there has no activity from customer on the account for at least 10 years, the remaining balance in that account will be considered as Unclaimed Money. The Bank may close the account and transfer the Unclaimed Money to the NBC. A notification will be sent to customer at least 1 (one) month in advance through 1(one) of the contact methods which customer has provided to the Bank. The Bank shall not liable to the customer information such as the updated of address, the contact which causing the Bank cannot be reachable at the time of the Bank is approaching for notification purpose.

11. ***Fees, Charges and Commissions***

The Bank reserves the rights for any changes of fees & charges from time to time without prior notice.

12. ***Withdrawals***

- 12.1. The Bank may not carry out any transactions or any matters relating to an account if:
- (a) The account is closed or suspended.
 - (b) The transaction is in breached of any applicable laws
- 12.2. When making withdrawals, the customer is not required to present Passbook, but customer is required to complete withdrawal form and full signature as register with the Bank and bring along with identification documents such as valid national identity cards/Passport.

13. ***Statements of account and account information***

- 13.1. Account statement may issue on monthly basis; additional statement may be available upon requested.
- 13.2. The Bank reserves all rights to adjust or debit from the customer’s account for any deposit, withdrawal, transfer or any payment made with technical error without obtaining consent from the customer. The Bank will notify customer for verification and alteration of account statement.
- 13.3. For audit purpose, letters of confirmation will be dispatched from time to time to customers at their last known address and the customers are requested to sign and return the letters of confirmation after verification of the balances of their account is made.
- 13.4. The customer authorizes the Bank to disclose any information relating to the customer, his/her financial affairs or accounts to any of the Bank’s branches when it is required to do so by the relevant competent authorities.

14. ***Prudential***

- 14.1. Loss or theft of Passbook, customer must notify to the Bank immediately in writing with the information such as date, time, and place where the Passbook have been lost or stolen.



- 14.2. Due to the loss or theft of Passbook, the Bank will provide customer a new Passbook for using with the existing account number, but customers are required to pay fees as determined by Bank. The Bank has no liability to customer or anyone else in connection with this account before customer's notification.
- 14.3. Customer are required to notify the Bank immediately in writing with information such as account name, account number and cheque(s) serial number when customer's blank cheque(s) is lost or stolen in order to automatically stop that cheque(s). The Bank are not liable for any settlement before customer's notification.
- 14.4. Customer may request the Bank to stop cheque(s) (stop payments) on a cheque(s) against customer's account. A fees may be charged to process a stop payment request. In addition, the name and account number, the Bank may require some more information such as the exact amount of the cheque(s), the cheque(s) issued date and the name of the person or entity who is payer. If information of customer provided is incorrect, the Bank are not liable to customer or any parties to stop payment of that transaction.
- 14.5. Customer is required to keep a minimum balance in the account as for maintenance fees.
- 14.6. In case of the death or incapacity of the account holder, all activities of the account must be complied with internal procedures of the bank or/and applicable laws of Cambodia.

15. *Indemnity*

Customer unconditionally agree to indemnify the Bank against all claims demands actions, liabilities, damages, costs and expenses of whatever nature which the Bank may incur in connection with any loan of whatever type and to pay the Bank all sums which may be claimed from the Bank or which the Bank may pay or become liable to pay in connection with customer's loan account(s).

16. *Retention*

The bank has the right to retain any property held or controlled by the bank for customer in any way (for whatever reason) as a continuous guarantee for any obligations, debts, or liabilities of the customer to the bank until such time. Obligations, debts, or liabilities have been fully paid off.

17. *Miscellaneous*

- 17.1. If any payment due to the Bank by the account holder(s) is subject to withholding or deduction, the account holder(s) will pay to the Bank such additional sum as may be necessary to ensure that the Bank receives a net sum equal to the amount that would have been due from the customer had no such withholding or deduction been made.
- 17.2. To the extent that any Khmer version of any documents including these "**General Terms and Conditions**" is inconsistent with the English version, or Chinese version the Khmer version shall prevail.
- 17.3. if any of the above "**General Terms and Conditions**" are inconsistent with the laws of the Kingdom of Cambodia, they shall be abrogated, but they do not affect the validity of the other "**General terms and conditions**" herein.

18. *Privilege*

The Bank has privileges to revise these terms and conditions without prior notice.