



TERMS AND CONDITIONS FOR INTERNET BANKING SERVICE

អាសយដ្ឋាន: អាណាពិស មហាវិថីព្រះមិនីរុ កែង មហាវិថីអំពុជាប្រាប់ ភូមិ ៦ សង្កាត់លេខោម្ប ៩៨៩ ៧ មករា រាជធានីភ្នំពេញ
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TERMS AND CONDITIONS WING INTERNET BANKING SERVICE

THESE TERMS AND CONDITIONS SHALL APPLY TO AND REGULATE THE INTERNET BANKING SERVICE BY THE BANK TO ITS CUSTOMERS. IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU DECIDE TO USE THE INTERNET BANKING SERVICE OF THE BANK.

I. INTRODUCTION

Wing Bank Internet Banking Service is a secure and convenient digital Platform designed to provide Customers with access to a wide range of Banking Services, anytime and anywhere (“**Internet Banking**”). These Terms and Conditions govern the use of Internet Banking offered by Wing Bank (Cambodia) Plc, and outline the rights, responsibilities, and obligations of both the Bank and its Users. By using this Internet Banking, you agree to comply with all the Terms and Conditions set forth herein.

II. DEFINITIONS

Authentication Credentials: Including Username, Password, OTP (One-Time Password), biometric data, or any other method used to verify the identity of a User.

Bakong System: A system built or created by NBC to facilitate payment service between Wing Account, Bakong account, and Bakong member account.

Bank, Wing Bank, we, us, or our: Wing Bank (Cambodia) Plc, a commercial bank registered under the laws of the Kingdom of Cambodia, including its registered branch offices.

Banking Services: Any service options offered through Wing Bank’s Internet Banking Platform.

Business Day: Any day on which Wing Bank is open for business, excluding weekends and public holidays.

Internet Banking: A secure online Platform provided by Wing Bank that enables Customers to perform banking transactions and access Banking Services remotely.

NBC: The National Bank of Cambodia.

Password: A unique and secure code created by a User to authenticate access to the Internet Banking and authorize transactions.

Platform: The digital interface (web or mobile) through which Internet Banking is accessed.

Terms and Conditions: These terms and conditions, provided hereunder, the General Terms and Conditions, the Bank’s Privacy Policy, and other terms and conditions applicable to Banking Services.

Third-Party Service Provider: Any external entity engaged by Wing Bank to support the delivery, maintenance, or enhancement of Internet Banking.

User, Customer, or you: Any individual or entity that has registered for and is authorized to use Wing Bank’s Internet Banking.

Username: A unique identifier created by a User to authenticate access to the Internet Banking and authorize transactions.

Wing Account: Any bank account opened and maintained with Wing Bank that is eligible for Internet Banking.

III. APPLICATION AND ACCEPTANCE

1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity, with Wing Bank through the link of Wing Account(s) that you registered with us for the use of the

Internet Banking. You acknowledge that you have read, understood, and accepted these Terms and Conditions prior to your access to the use of Internet Banking.

2. By accessing or using the Internet Banking, you agree to be bound by all these Terms and Conditions. You confirm that you are acting on your own, and you are liable for any unauthorized banking transaction via the Internet Banking that is initiated under your name. You agree to accept any irregularities arising from such transactions without binding any liability to us.
3. Wing Bank reserves the right to change, modify, add, or remove any part of these Terms and Conditions or introduce the revised version at any time by publishing on its official platforms. The revised Terms and Conditions shall be effective immediately upon posting on the official platforms. You will be subject to, and will be deemed to have been made aware of and to have accepted, the revised Terms and Conditions by your continued use of the Internet Banking after the date the revised Terms and Conditions are posted. If you do not agree with these revised Terms and Conditions, you must discontinue using the Internet Banking. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates.
4. There might be a possible circumstance whereby system failure or error may occur due to an uncertain event, as a nature of service delivery in general. You are willing to cooperate with the Bank and to follow the Bank's applicable procedures and the principle of applicable law in place for resolutions without damaging the other party's interests. You acknowledge and agree that the Bank to deduct and settle the error amount in your Wing Account(s) without having to obtain your consent on such gain or loss which has occurred due to banking system failure or any human error.

IV. BANKING SERVICES OFFERED

You can obtain and use the following Banking Services from Wing Bank via the Internet Banking. Wing Bank may, from time to time, add other Banking Services available on the Internet Banking. The Customers are deemed to have accepted the Terms and Conditions if they still use the Banking Services via the Internet Banking.

1. Balance and Statement Inquiry: View account balances and transaction history.
2. Transaction Detail Report: Detail report of all transactions for the selected period.
3. IMT Report: Report of international money transfers, including status and details.
4. Money Transfers:
 - *Wing Bank to Wing Bank*: Between your own Wing Accounts or to other Wing account holders.
 - *NCS Local Bank*: To accounts at other banks within Cambodia.
 - *Wing Bank to World*: Send funds to accounts held at banks outside Cambodia.
 - *Wing Weiluy*: Transfer funds using the recipient's phone number. The recipient can conveniently withdraw cash in Khmer riel or US dollars at any Wing location nationwide.
5. Transfer Via Bakong: Send money to other banks in Cambodia using the Bakong system.
6. Payroll Services: Set up and manage bulk payments for employee salaries.
7. Bill Payments: Pay utility bills, school fees, and other partner institutions.
8. Mobile Top-Ups: Recharge your mobile phone balance directly from your Wing Account.
9. Other Services: Additional features introduced by Wing Bank to enhance the User experience.

V. PASSWORD, USERNAME, AND SECURITY

1. You must keep your Username and Password confidential by:
 - Never disclose Username and Password to any person;
 - Never allow any other person to see you entering your Username and Password;
 - Commit your Username and Password to memory and do not record them anywhere; and
 - Never choose a Username and Password that can easily identify you (e.g., birth date, car registration number, telephone number, or name).

2. If the Password is exposed or suspected to be exposed to any person, you must immediately change the Password to protect your own interests. Wing Bank shall not be held responsible or liable for any loss or damages suffered in such circumstances.
3. If you believe that someone has accessed the Internet Banking using your Username and Password without your permission, you can contact us immediately to assist in blocking the access and for the investigation.
4. You are responsible for ensuring sufficient funds before initiating transactions.
5. Wing Bank may suspend or terminate access to the Banking Services for security or regulatory reasons.
6. After three (03) incorrect password attempts, access is blocked.
7. Avoid using public computers and always log out after each session.
8. You are advised to remain vigilant against phishing attempts and fraudulent communications. Wing Bank will never request sensitive information such as Passwords or OTPs via email, SMS, or phone calls. If you suspect any fraudulent activity, report it immediately to Wing Bank's customer service.

VI. USER REPRESENTATIONS AND WARRANTIES

By using the Internet Banking, you represent and warrant that:

1. You will use the Internet Banking in good faith and in compliance with all applicable laws and regulations. You will not use it for any illegal activities or unauthorized purposes that would likely trigger any legal restrictions.
2. You will not systematically retrieve data or other content from the Internet Banking to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
3. You will not use any information obtained from the Internet Banking to harass, abuse, or harm others.
4. You will not use the Internet Banking to advertise or offer to sell goods or services.
5. You will not trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as Username and Password.
6. You will not use the Internet Banking and/or its content as part of any effort to compete with us or for any revenue-generating endeavor.
7. You agree to indemnify us, our affiliates, directors, employees, agents, and representatives, and to hold them harmless, from any and all damages, losses, claims, and liabilities (including legal costs on a full indemnity basis) which may arise from your breach of these Terms and Conditions or any other supplemental agreement with us.

VII. BANK'S RIGHTS

1. Wing Bank retains the right to engage Third-Party Service Providers to support the delivery and accessibility of Internet Banking.
2. Wing Bank reserves the right to change, modify, add, or remove any part of these Terms and Conditions or introduce the revised version at any time by publishing on its official platforms. The revised Terms and Conditions shall be effective immediately upon posting on the official platforms.
3. There may be information on Internet Banking that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Internet Banking at any time, without prior notice.

VIII. INDEMNITY

You (the "**Indemnifying Party**") shall indemnify Wing Bank (the "**Indemnified Party**") from and against all actions, claims, demands, liabilities, obligations, losses, cost (including, but not limited to legal fees, expenses and penalties) and interest

suffered, incurred or sustained by or threatened against the Indemnified Party arising out of any breach or violation of the terms and conditions of these Terms and Conditions by the Indemnifying Party or any gross neglect, willful misconduct, fraud or dishonesty by the Indemnifying Party or any of its employees or agents.

IX. DISCLAIMERS

Wing Bank will not be responsible or held liable for any loss, damage, or embarrassment incurred or suffered by you or any third party by reason:

1. Your failure to keep Authentication Credentials secure by disclosing or allowing such information to be exposed to any person.
2. Your failure to provide the accurate information required to carry out the Internet Banking.
3. Any delay, interruption, or suspension caused by any third party, including but not limited to service providers, NBC, and/or Bakong System, which interferes with, affects, or disrupts the performance of the Bank hereunder.
4. In the events of force majeure that the Bank is unable to perform any operations or to provide any of the Internet Banking as a direct or indirect result of governmental restrictions, the imposition of emergency procedures or suspension of trading by any relevant market, civil disorder, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond the Bank's control.

X. DATA PROTECTION AND CONFIDENTIALITY

1. You shall keep confidential all information received from Wing Bank in connection with these Terms and Conditions. You shall not disclose such confidential information to any third party except to perform the obligations under these Terms and Conditions or as required by applicable laws or government authorities, and in each case, you shall, to the extent permitted under applicable law, give Wing Bank prior notice of such disclosure.
2. Wing Bank may retain reasonable copies of your confidential information to comply with applicable law for at least ten (10) years from obtaining the confidential information or in order to exercise its rights under these Terms and Conditions, provided that such retained confidential information will not be disclosed or used for any other purposes.
3. Wing Bank shall handle all customer data in accordance with applicable Cambodian data protection laws. Customer data will be collected, stored, processed, and shared only as necessary to deliver services and in compliance with legal obligations. Wing Bank implements appropriate technical and organizational measures to safeguard personal data against unauthorized access, disclosure, alteration, or destruction

XI. TERM AND TERMINATION

1. These Terms and Conditions shall become effective on the date of acceptance and shall remain in force unless terminated in accordance with the provisions herein.
2. You may terminate the Internet Banking for any reason at your discretion by notifying the Bank of your intention to terminate.
3. The Internet Banking may be immediately terminated upon the occurrence of the following circumstances:
 - Wing Bank determines, at its sole discretion, that certain features of the Internet Banking are subject to high risk, dishonesty, or fraud.
 - You breach any material obligations under these Terms and Conditions.
 - In Wing Bank's opinion, your actions are reasonably likely to have an adverse effect on Wing Bank's reputation or business; or
 - Wing Bank is required to terminate the service due to applicable laws, regulations, or recommendations from competent authorities, whether verbal or written.
4. Upon termination of these Terms and Conditions, Your Wing Account shall be downgraded to a standard customer account, with limited access to Internet Banking.

XII. CONTACT INFORMATION

You may contact us for any matter and issue related to the Internet Banking Service at [+855 23 999 989/ 012 999 489] or contact [care.centre@wingbank.com.kh].

XIII. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Kingdom of Cambodia. All disputes, controversies, or differences that may arise between the parties in connection with the implementation of these Terms and Conditions shall be settled through amicable negotiations. Failure to reach an agreement, either party shall have the right to submit the case to the relevant court in the Kingdom of Cambodia for settlement in conformity with the Cambodian laws. All charges involved in dispute settlement are imposed on the violating party.