Customer General Terms and Conditions
of Wing Bank (Cambodia) Plc.

Contents

CUSTOMER GENERAL TERMS AND CONDITIONS
EFFECTIVE FROM 01 December 2023

1. INTRODUCTION

The Customer General Terms and Conditions ("**Terms and Conditions**") are developed as part of the agreement governing the use of products and services of Wing Bank, including Bank Accounts, loan, deposit, money transfer and other banking services. These Terms and Conditions apply when you start or request for any of our banking service and product, and we provide you with the same. You are deemed to agree to the Terms and Conditions starting from when you sign an account opening form or acquire any of our banking products and services. Thus, it is important that you read and understand this document when you apply for any product or service with us or before using any products or services of Wing Bank.

It is important to note that the Terms and Conditions set out in this document do not represent all the terms and conditions under which banking products and services are provided; however, additional conditions may be implied by laws, specific terms and conditions (i.e., Credit Card, Visa Card, Master Card, Loan, Deposit, Payment, money transfer terms and conditions), or may be agreed in writing (including electronic acceptance) by you.

You agree that these Terms and Conditions, as well as specific terms and conditions of a product or service may be changed from time to time to reflect the necessary requirements for Account operation of the Bank, including, but not limited to, interest rate, condition(s), fee charge at our sole discretion and/or subject to applicable law or government instruction. In this case, you agree that we will provide updated information by giving you a notice (if required, such as where the change is materially adverse to you) or by posting the updated information on this website and/or other communication means deemed appropriate.

If there is any inconsistency or discrepancy between these Terms and Conditions and specific terms and conditions of a product or service, the specific terms and conditions of the products or services shall prevail.

2. DEFINITIONS AND ABBREVIATIONS

"Agreement"	means the agreement on a specific product or service between you and Wing Bank under separate terms and conditions specified therein and which may be amended and varied from time to time.
"ATM"	means an automated teller machine installed by or belonging to us or any member bank of local or international networks or any other electronic fund transfer system other than those networks or any devices or terminals for effecting payment or transfer of funds by electronic means notified by us to you from time to time.
"Wing Account" or "Bank Account"	means an arrangement made with Wing Bank, whereby customer(s) may deposit to and withdraw money from the account opened at Wing Bank, and in some cases be paid interest.
"Account Holder"	means the person in whose name an account is operated and who is responsible for all transactions on the account.
"Cardholder"	means those who hold ATM, debit or credit card issued by the Bank.
Card Scheme	refers to an international payment network that uses Credit Card and Debit Card to process payments. Its primary role is to manage payment transactions, including operations and clearing.

Credit Card	refers to payment facility which allows customers to use the bank fund with authorized credit limit first to perform any transaction through the card and repay to the bank later.
“CRM”	means Cash Recycling Machine.
“CSS”	means Cambodian Shared Switch.
“Daily Limit”	means the maximum permissible limit prescribed by the Bank in respect of the total number of transactions effected in a day.
Debit Card	refers to payment facility which allows customers to use their own fund in the Bank Account (savings or current account) to perform any transaction through the card.
“FATCA”	means Foreign Account Tax Compliance Act.
“Free Cash Out Package”	refers to a service provided by the Bank to you for a number of free cash out based on your selected package. For example, you can cash out 5 times per day free-of-charge if you choose the USD5 per year package.
“Force Majeure”	means an unexpected and irreversible event or situation which is out of the Bank’s reasonable control, including but not limited to, natural disasters, acts of God, strikes, terrorism, war, sudden power outages, disruptions in information and telecommunication systems, or any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Bank’s telecommunication and computer system or other equipment or its installation or operation.
"Instruction”	means detailed information from the Bank to you about how something should be done or operated, and vice versa.
“KYC”	means Know-Your-Customer.
“Loss”	suffered by a person means any claim, demand, action or proceeding brought against that person and any loss, expense, liability or damage suffered or incurred by that person.
“Merchant”	means an online or physical supplier of goods and/or services which has agreed to accept payment from customers for goods and/or services through Wing Bank’s channels.
“ML/FT”	means Money Laundering/Financing Terrorism.
“NBC”	means National Bank of Cambodia.
“OTC”	means Over the Counter.
“OTP”	means One-Time Password.
“PIN”	means any personal identification number issued by us to allow you to use your debit card at an ATM, at a point-of-sale terminal for cash back and/or access of electronic services.
“Primary Account Holder”	means the person in whose name an account was first opened.
“Principal Cardholder”	means the cardholder in whose name a card account is maintained by the Bank.
Secured Credit Card	refers to Credit Card that requires certain collateral deposit in proportionate to credit limit offered by the Bank based on the Bank’s policy.
“SME”	means Small-Medium Enterprise.

“Supplementary Cardholder”	means the person nominated by the Principal Cardholder to use the card account and in whose name the Bank has issued a supplementary card.
"Terms and Conditions”	means the document governing the contractual relationship between Wing Bank and you.
Unsecured Credit Card	refers to Credit Card that does not require any secured deposit or collaterals for credit limit request, but it is required to submit all income documentation during application in order to assess the credit limit and obtain approval from the Bank.
"Website”	means www.wingbank.com.kh
“Wing Bank”, “Bank”, “we” or “us”	means Wing Bank (Cambodia) Plc, whose head office is at No. 721, Preah Monivong Blvd., Sangkat Boeng Keng Kang 3, Khan Boeng Keng Kang, Phnom Penh, Kingdom of Cambodia.
“Wing Agent”	means an independent agent who is appointed and authorized to exclusively performs a range of services offered by the Bank to the Bank’s customers including money transfer, phone top up, bill payment, opening Bank Account(s), deposit (cash in), withdrawal (cash out) and other banking products and services.
“Wing Bank App”	means the mobile application where you may access to services of the Bank.
“You/your”	means the one who used Wing Bank’s products and services.

3. APPLICATION

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you” or “your”) through the account of any kind that you registered with the Bank (“**Wing Account**”) and your use of banking services and products of Wing Bank. You acknowledge that you have read, understood, and agreed to these Terms and Conditions prior to your access to and use of any Wing Bank products or services and by such use you have agreed to be bound by these Terms and Conditions.

You agree and acknowledge that Wing Bank has the right to change, modify, add or remove any part of these Terms and Conditions at any time and, such amendment shall be effective upon posting on the Website or any other means that the Bank deems fit.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Wing Bank products or services after the date of such revised Terms and Conditions are posted.

If you do not agree with these Terms and Conditions and its following amendments, your sole and exclusive remedy is to not continue the using of Wing Bank products or services. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

There may be information on the Website that contains typographical errors, inaccuracies, or omissions, including descriptions, 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 Website at any time, without prior notice.

Accordingly, those who choose to access the Wing Bank products or services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable and permit them to do so.

4. SUMMARY OF ACCOUNT PRODUCTS AT WING BANK

There are various types of Bank Accounts at Wing Bank. Those account types include current account, savings account, and term deposit account. Under each type of account, it also has various categories or classification of account products for you to select based on your actual need.

4.1 CURRENT ACCOUNT

A current account is an account where you can deposit and withdraw your cash at any time. There are various current account types at Wing Bank to fit customer's need including but not limited to standard current account, business current account and corporate current account. These types of account have different features and may be subject to different Terms and Conditions on account opening.

The current account, in general, has the following features:

(1) Non-interest rate bearing;
(2) Can be used with ATM Card, VISA Card, Mastercard, Union Pay Card in both virtual and physical form;
(3) Free digital account statement;
(4) Check book is available at request;
(5) Available through digital and OTC channels;
(6) Account will be treated as "dormancy" for not being active more than 12 months from last transaction date; and
(7) Wherever applicable, service charges on the current account(s) will be calculated according to our internal policy.

4.2 SAVINGS ACCOUNT

A savings account is an interest-bearing deposit account held at the Bank and typically pays a modest interest rate. It allows you to withdraw or deposit as you wish any time. There are various savings account types at Wing Bank to fit customer's need including but not limited to standard savings account, SME savings account, corporate savings account. Each type of savings account is offered with different features and may be subject to different terms and conditions on account opening.

The savings account has the following features:

(1) No minimum deposit limit required and no cap on the maximum deposit;
(2) Interest rate bearing as provided by the Bank and be subject to change of rate from time to time;
(3) Savings account is of continuing nature and there is no maximum period of holding;
(4) Can be used with ATM Card, VISA Card, Mastercard, Union Pay Card in both virtual and physical form;
(5) Passbook and check book are available at request;
(6) Free digital account statement;
(7) Available through digital and OTC channels;

(8) Account will be treated as “dormancy” for not being active more than 12 months from last transaction date; and
(9) Wherever applicable, service charges on the savings account(s) will be calculated according to our internal policy.

4.3 FIXED OR TERM DEPOSIT ACCOUNT

A term deposit account is the interest-bearing account which offers substantial rate of interest over a fixed amount of investment for a given period of time. Types of term deposit account at Wing Bank consists of standard fixed term deposit account, goal fixed term deposit account and flexi-fixed term deposit account, which are subject to different account features and specific terms and conditions at account opening. You can make a deposit at Wing Agent, Wing Bank branches or you can deposit your money through Wing Bank App. In case of deposit through Wing Bank App, special terms and conditions will apply. You will be subject to different deposit interest rate based on your choice of deposit product, length of deposit and mode of release of interest payment. Wherever applicable, service charges on the term deposit account(s) will be calculated according to our internal policy.

The term deposit account has the following features:
(1) High interest rate bearing;
(2) There may be a minimum deposit requirement as set out by Wing Bank for a term deposit;
(3) Passbook and check book are available at request;
(4) Free digital account statement;
(5) Can be used with Wing Bank App;
(6) Term deposit certificate is provided; and
(7) No dormancy rule applies.

5. ALL ABOUT BANK ACCOUNTS

5.1 ACCOUNT OPENING

5.1.1 CHANNELS FOR ACCOUNT OPENING

Opening of Bank Account can be made via different channels. You may download the Wing Bank App and register for account opening on your own or you may visit Bank’s head office, branches or any Wing Agent across the nation to support on the account opening. The Bank may require minimum balance for the account opening depending on the type of account the customer wishes to open.

Depending on the type of accounts to be opened and subject to the Bank’s policy, an account shall be subject to the account annual fee which is to be charged from you periodically and you agree to such a fee charged by the Bank.

As you open an account at the Bank, you have the option whether to subscribe to a Free Cash Out Package which allows you to perform fund withdrawal for free for a number of times in a year. The Bank has a number of Free Cash Out Packages to choose from based on your requirement.

5.1.2 REQUIREMENTS FOR ACCOUNT OPENING

The account opening is categorized into 03 (three) main types:
(1) For Individual Customers, certain documents such as personal identification documents, current address, proof of source of income and other relevant documents (if applicable) will be required. Individual customer accounts may include single individual customer, joint account customer (including minor account) and small-medium enterprise (SME).

(2) For Merchant Accounts, certain documents as mentioned in the individual customer plus information related to the customer's business will be required.

(3) In case of Corporate Customers, the information and/or documents related to the establishment and identity of such entity including but not limited to license, memorandum and articles of incorporation, approval or permit as the case maybe, tax identification number, address, telephone number and the personal information documents of the representative and ultimate beneficial owners will be required.

In case your identification card verification is incorrect, the Bank reserves the right to downgrade your Bank Account to the 'basic account' pursuant to which you can only perform limited type of transactions. Any justification to the above incorrect information must be submitted to the Bank for further verification.

5.1.3 SPECIAL ACCOUNT FOR PERSON WHOSE AGE ARE FROM 15 – UNDER 18 YEARS OLD

The Bank allows person from 15 years old on the date of account opening to open an account with the Bank. However, the persons whose age is between 15 to under 18 years old will be subject to certain restrictions such as loan request, use of card, limitation to transaction, withdrawal and/or money transfer from or to the account within these limits and other restrictions as imposed by the Bank.

5.1.4 BANK ACCOUNT FOR MINORS

Joint account in the name of an individual and minor (a person under the age of 18) ("**minor**") can be opened at Wing Bank. If the account is opened for a minor, it must always be in a form of joint account, whereby parent(s) or guardian's name will become the Primary Account Holder. The parent(s) or guardian of the Account Holder must be of a legal age.

When the minor reaches the legal age, as recognized by the applicable law, s/he together with parent(s) or guardian can request to remove parent(s) or guardian and become the Primary Account Holder. Authority and access as a single and Primary Account Holder will be applied accordingly.

5.1.5 JOINT ACCOUNT

Joint account holder can be allowed up to 5 (five) members only. The Bank reserves the right to change this limit from time to time based on its necessity. In such instance, we will inform you of such change and you agree that you will allow us to implement such change. The members can set the number of account holders who can operate and close the account. Joint account holder can be added or removed any time by signing from some or all members mentioned in the "Account Mandate". It is important to understand that all joint account holders are jointly and severally liable for all indebtedness that may occur from the joint account.

The joint account holder can request to amend or alter the operations of the joint account; however, the joint account holders will be required to be physically present at the Bank to execute the applicable forms.

If joint account holder gives a notice to the Bank to withdraw signatories from the joint account, the account will be temporarily suspended by the Bank, but the joint and several liabilities of the account holders for any outstanding debt will continue until full repayment is made to the joint account.

5.2 BANK FACILITIES RELATED TO ACCOUNTS

5.2.1 PASSBOOK

You can request for a passbook and make updates to the passbook at the following channels:

(1) Wing Master Agent;
(2) Designated Wing Agent;
(3) All Wing Bank branches; and
(4) Wing Bank HQ.

The Bank may require you to pay fees for updating your current passbook or for renewing your passbook following our internal policy.

5.2.2 CHEQUE BOOK

You may make request for a cheque book via the Wing Bank App, Wing Bank Website, Wing Agent or Wing Bank branches by specifying preferred pick-up place (at Wing Agent, branches or Wing Bank head office) or home delivery. The cheque book can be delivered to you directly or you can come to pick up the cheque book at the nearest Wing Agent, Wing Bank head office or branches. If you intend to link your cheque book to your Wing Bank Account through Wing Bank App, you must be carefully select the correct Wing Bank Account on Wing Bank App to link to that cheque book. Wing Bank will not be able to revert the decision once the application is submitted.

5.2.3 BANK CARD

Wing Bank cards are divided into 3 categories. The types and features of each card are as follows:

5.2.3.1 CLOSE LOOP CARD

It is the Bank's proprietary card linked to your current account or savings account in Wing Bank.

A. Key product features of Bank's close loop card:

No.	Description	Details
1	Type of Service Support	a. Cash withdrawal/cash deposit at Wing Agent or Over the Counter (OTC) b. PIN set on Wing Bank App c. Fund transfer via Wing Bank App d. Others
2	Validity period	5 Years
3	Currency	USD (United States Dollar) / KHR (Khmer Riel)
4	Card level	Classic
5	Customized option	Non-personalized

B. Application Requirement & Eligibility

The pre-requisite for the application of this close loop card is by opening a savings or current account. Close loop card can be issued to individual or joint account with condition of "Anyone to Sign" for the joint account.

In addition to the above requirements, in order to obtain close loop card, you can either be a Cambodian or a foreigner but must be at a legal or eligible age and subject to full KYC procedures as required by the Bank.

The fee charges and limitation will be subject to Wing Bank's internal policy.

5.2.3.2 DEBIT CARD

It is the Bank's Visa, Mastercard or other international Card Schemes and may include the Cambodian Share Switch (CSS) feature and the card will be linked to your savings or current account.

A. Key product features of Bank's Debit Card:

No.	Description	Details
1	Type of Service Support	(1) Cash deposit at Bank's cash recycling machine (CRM) Cash withdrawal at ATM and Over the Counter (OTC) including Cambodian Share Switch (CSS) (2) Retail/online purchase (3) Balance inquiry/mini statement at ATM including Cambodian Share Switch (CSS) (4) PIN change at Bank's ATM including Cambodian Share Switch (CSS) Fund transfer including Cambodian Share Switch (CSS) (5) Transaction currency in USD (United States Dollar), KHR (Khmer Riel) (6) Card control setting "Block/unblock card, set Daily Limit/transaction limit per day" (7) Change linked account Others
2	Validity period	5 years
3	Currency	USD (United States Dollar) / KHR (Khmer Riel)
4	Customize option	Non-personalized and/or personalized

B. Application Requirement & Eligibility

The pre-requisite for the application of Debit Card is by opening a savings or current account. Debit Card can be issued to an individual or joint account with the condition of "Anyone to Sign" under the Joint Account option.

In addition to the above requirements, in order to obtain Debit Card, you can either be a Cambodian or foreigner but must be at least 18 years old and subject to full KYC procedures as required by the Bank.

The fee charges and limitation will be subject to Wing Bank's internal policy.

5.2.3.3 CREDIT CARD

Credit Card is Bank's Visa, Mastercard or other international Card Schemes which allows customer to perform retail purchase, online purchase, and cash withdrawal worldwide with Visa, Mastercard or other international Card Schemes. The purchase is on credit terms and the credit limit will be determined by the Bank. Customers have 55 days from the date stated in the billing statement to repay the credit utilized without incurring any interest charge. Thereafter, any outstanding amount not paid will incur interest charges.

A. Key product features of Bank's Credit Card:

No.	Description	Details
1	Type of Service Support	(1) Retail/online purchase (2) Cash advance at Wing Bank and worldwide ATM that Visa accepts (3) Credit limit inquiry at ATM/Wing Bank App (4) PIN change/reset (5) Transaction currency in USD (United States Dollar), KHR (Khmer Riel) (6) card control setting "block/unblock, set Daily Limit/transaction limit per day, change auto debit account, change payment option, pay billing payment" (7) Others
2	Validity period	5 years
3	Number of Supplementary Card	Up to 5 cards
4	Billing Statement Generation Date	Every 21st of the month
5	Repayment Option	Full/minimum (10%, 20%, 50%)
6	Minimum Payment	10% of total outstanding balance, min. USD 15
7	Payment Due Date	55 days from statement date (If it falls in weekend/public holiday, it's not moves to next day)
8	Direct Debit	1 day before due date (If unsuccessful transaction, it will be attempted until it succeeds before the next billing cycle.
9	Card Currency	USD (United States Dollar)

B. Fee Charges and Limitation

The Bank has the right to set the fee to be charged based on our internal policy. This fee may be revised from time to time based on the market condition and competition and you agree that upon notice of the revised fees, you agree for us to apply the new fees.

C. Secured Credit Card Application Requirement

You will be required to place a cash deposit either in savings, current or fixed deposit account in Wing Bank to be eligible for the Credit Card. The credit limit will be up to 90% of the deposited amount.

In addition to the above requirements, in order to obtain Secured Credit Card, you can either be a Cambodian or foreigner but must be at least 18 years old for Principal Cardholder and 16 years old for Supplementary Cardholder subject to full KYC procedures as required by the Bank.

You are required to submit the Credit Card application form and sign the "Pledge Letter" to authorize the Bank to set-off the Credit Card outstanding balance from your savings, current or fixed deposit account in the event of default.

D. Unsecured Credit Card Application Requirement

An Unsecured Credit Card is issued without the need for any kind of collateral from you. To be eligible for the Unsecured Credit Card, you must show evidence of your ability to repay the Credit Card and have existing good credit history. Credit limit will be determined based on Wing Bank's internal credit assessment.

In addition to the above requirements, in order to obtain the Unsecured Credit Card, you can either be a Cambodian or foreigner but must be at least 18 years old for Principal Cardholder and 16 years old for Supplementary Cardholder subject to full KYC procedures as required by the Bank.

The fee charges and limitation will be subject to Wing Bank's internal policy.

5.2.3.4 CARD FRAUD MONITORING

The Bank will use card fraud monitoring system to minimize Losses through prompt identification of potentially fraudulent card activity and the appropriate action to prevent fraud. The Bank will utilize the following strategies to monitor card fraud transaction:

(1) 24 hours real-time card fraud monitoring.

(2) Frequent and consistent monitoring of all transactions and exception activity to prevent Loss. The Bank will monitor all authorizations using Card Scheme facility screen to identify suspicious activity and contact you (Cardholder) for confirmation or block the card to prevent the possibility of additional fraudulent activity on the account.

(3) To mitigate and prevent an unauthorized transaction, the Bank might implement a transaction notification alert to alert all transactions performed by you through an applicable methodology determined by the Bank. The Bank may also implement the 3D Secured Service for each Card Scheme for you (Cardholder) to authenticate by sending a "One Time Password (OTP)" to you whenever you perform an online retail purchase through an e-commerce Merchant.

The above are not exhaustive and Wing Bank will implement the best-in-class fraud monitoring and preventive tools as and when it's available in the industry.

5.3 ACCOUNT OPERATION

5.3.1 AUTHORITY FOR ACCOUNT OPERATION

All the account transactions must be instructed in writing by the Account Holder or authorized persons of the account with the signature or thumbprint which is the same as specimen with the Bank or must be inputted with a correct PIN by the Account Holder if the transactions is conducted online. You can operate your account by going to the Bank's branches, online banking system, Wing Agents and ATM. At the ATM, no signing or thumbprint is required to withdraw or deposit cash. All account operation Instructions made by phone, fax, telex, mail or social media communications will not be accepted, unless prior approval is obtained from the Bank's senior management team.

5.3.2 BANKING SERVICES AT WING AGENT

Wing Bank provides an array of advanced financial products both for individual and corporate customers. These include loans, deposits, micro savings, money transfers, utility and insurance payments, supply chain payments, payroll services, phone top-ups and others. These financial services may be performed through Wing Agents countrywide, and the scope for each service will be defined by the Bank's policy subject to approval from the regulators and competent authorities.

5.3.3 ONLINE BANKING

Wing Bank has one of the largest ecosystems for digital banking. You can register and create a Bank Account through the Wing Bank App to create a term deposit, request for loan, pay utility bills, make payments, transfer money to another Wing Bank Account or inter-bank, remit fund overseas, top up their phones, repay their loans, pay their insurance premiums, apply and use Wing Bank card including Mastercard and Visa on the Wing Bank App and many more. You will be subject to separate Terms and Conditions for using the online banking services of Wing Bank.

5.4 ACCOUNT CLOSURE

5.4.1 REQUIREMENTS FOR ACCOUNT CLOSURE

For Individual Accounts (opened as an individual), you as the sole Account Holder must apply to close your Bank Account. In case it is a Joint Account, or Corporate Account, all Joint Account Holder(s) or authorized person must apply to close the Bank Account by attaching necessary documents as per the Bank's requirement. Other than that, a Bank Account may be closed as per requirements of the Bank as set out in its policy and procedure or as per order from competent courts and regulators.

Any remaining withdrawals from the account you have requested to close or closed by other reasons are subject to the terms and conditions of the transaction, the specimen signature you have with the Bank, policy and procedure of the Bank and the applicable laws.

The closure of all types of accounts is allowed from 06 months or more without any additional fee charge. If the account has been opened less than 06 months, USD 5 or an equivalent amount will be charged on account closing request.

The Bank reserves the right to close the account or terminate the account or terminate one or all transactions without prior notice at any time if required by the applicable guideline or regulation of the NBC or the competent authority or as per Bank policy.

5.4.2 CHANNELS FOR ACCOUNT CLOSURE

Closing of accounts must be done at the original location that the account was opened including Wing Bank's head office or branch office. For your convenience, you may also request and close certain types of Bank Accounts at any Wing Agent.

5.4.3 ACCOUNT CLOSING AT CUSTOMER' REQUEST

You as the account owner or authorized account owner (as stated in Account Mandate) or the legal guardian of minor's account ("**authorized person**") can request to close the Bank Account or terminate terms and conditions for account opening at any time. In this regard, the authorized person must be present at the applicable channels for account closure to request for account closing by providing information and documents as required for the Bank to effect the closing of your Bank Account. All banking facilities related to the account must be returned to the Bank upon request such as bank card, term deposit certificate, passbook, check book.

However, the following are certain conditions for which a Bank Account cannot be closed upon request:

(1) The account is linked to certain payment terms (for example, direct debit, international money transfer in transit, other payment terms in transit);

(2) The account is linked as a source of fund to other banking facilities with certain payment terms; or

(3) Your request to close account is made through unacceptable channels including but not limited to email, social media, call center, unless otherwise approved by Wing Bank's management.

5.4.4 ACCOUNT CLOSING BY WING BANK

The Bank reserves the right to close your account without having to obtain your consent in the events that or, in the Bank's opinion, it is believed that:

(1) The account owner is suspected or found committing money laundering or involved in financing terrorism;

(2) If the account is in "dormancy" status;

(3) The account owner has issued "dishonoured check" for up to 03 times; and

(4) The account is associated with intention to get benefits or take advantages from Wing Bank.

5.4.5 ACCOUNT CLOSING AS REQUIRED BY LAWS OR COURT ORDER

The Bank will take necessary action to close your account in order to comply with all relevant laws and regulations and the policies and procedures of the Bank in the events that:

(1) The Bank receives ruling or orders from the court, the NBC, or any competent authorities;

(2) Your fund is associated with ML/FT;

(3) Your fund is indebted to the government in terms of tax payment and the account is closed in order to settle the remaining amount with the debts;

(4) The Account Holder is found guilty of any corruption acts; and

(5) Other conditions under the relevant laws in Cambodia that requires the Bank to close your account.

5.4.6 DISPOSURE OF FUNDS UPON ACCOUNT CLOSURE

Closing of a current or savings account will require returning the unused cheques to the Bank and ensuring that no remaining cheques are issued except for the use of cheques you have notified the Bank before the account closing date.

Upon closing of a term deposit account funds can only be transferred to the current or savings account of the owner and not to the other accounts that is not of the original owner or not related to the account owner. Subject to the different types of accounts, customers may have the option to close and cash out, close and transfer to the owner's other account, or close and transfer the funds to other accounts.

5.5 DORMANT ACCOUNTS

5.5.1 BANK'S RIGHT TO DORMANT ACCOUNTS

If your account does not have any transaction for a period of 12 (twelve) months from the last transaction date, your account will be classified as a "dormant account". In this regard, the Bank has the right to undertake the following:

(1) Not allow any credit or withdrawal into/from the account unless its status is changed from "dormant" to "active".

(2) Charge a monthly service fee by automatically debiting from customer's account.

(3) Close your account automatically without prior notice if your account has zero balance, or if we believe that your account is likely to go into unarranged overdraft due to regular account and other fees to be debited from this account.

You acknowledge and agree that it is your obligation to keep your account in “active” manner without a need to be notified for possible chance of being classified as “dormant”. The Bank may choose different means to reach out to you as complementary service to inform you in advance of possible charge to be applied before your account becomes dormant. You are highly recommended to reactivate your account before the charge is applied as well as other possible restrictions are imposed.

The Bank reserves the right to revise dormancy fee charge from time to time based on its necessity. In this case, we will inform you of such change and you agree for us to apply the new fees.

5.5.2 DISPOSURE OF MONIES IN DORMANT ACCOUNT

If your account is in “dormant” status over 10 (ten) consecutive years, the Bank may close your account and transfer any available monies in your account to the NBC as required by applicable laws without having to notify you. In this regard, you can visit any branch of the Bank to find out how to recover your money, although it may take time to recover money that has been transferred to the NBC.

6. ACCOUNT STATEMENT

All transactions can be checked and verified through a report provided by the Bank’s branches or through ATMs or Wing Bank App. In case there are irregularities detected in your account operation you must promptly come to the nearest branch or notify the Bank immediately so that the Bank can take immediate action. The Bank is not responsible for any irregular transactions that you failed to notify the Bank.

In case of any discrepancy or dispute about the bank statement, you must notify the Bank within sixty (60) days from the statement date or otherwise the statements will be deemed as true and correct. The Bank’s records of any Instruction shall, in the absence of manifest error, be conclusive evidence of such Instruction and binding on you.

You agree and authorize the Bank to use your personal information, your financial information of your account in the Bank as required by government agencies in accordance with the applicable laws. If the Bank needs to audit your account transaction, you agree to cooperate with the auditor at any time upon request from the Bank.

7. BANKING PRODUCTS AND SERVICES

7.1 CREDIT

Credit products at Wing Bank consists of secured and unsecured loans. Under secured loan, there are secured consumption loan, housing loan, business loan, agriculture loan, credit line, overdraft and trade finance etc., where they are secured by landed property, cash, and term deposit with Wing Bank. Whereas, unsecured loan consists of vehicle loan, motor loan, business loan, consumer loan, consumption loan, etc, where no collateral is provided to secure such loan.
You can make a request for any kind of loan based on your respective need. Your application will be subject to Wing Bank’s internal assessment on the purpose of loan and your repayment capacity. All loan applications will go through Wing Bank’s internal credit process and upon approval, the loan will be subject to specific terms and conditions to be determined by the Bank.

7.2 SAVINGS

Wing Bank offers various saving services with different terms and benefits. These saving services are classified into main categories, being savings offered through savings accounts and term deposit accounts. You may refer to Section 4 of these Terms and Conditions for more information regarding our savings services.

7.3 PAYMENT

7.3.1 PAYMENT SERVICE

You can access to any of our payment services (subject to separate Agreement(s) and/or specific terms and conditions), including but not limited to (“**Payment Service**”):

(1) Wing Pay: You can use this service to pay the purchase price to supplier(s) and/or Merchant(s) who are cooperating with Wing Bank, our affiliates, partners and/or agents.

(2) Bill Payment: You can use this service to settle the amount/debt to your supplier(s), Merchant(s), debtee(s) and/or biller(s) who are cooperating with Wing Bank, our affiliates, partners and/or agents including but limited to bill of electricity, water supply, loan repayment, private/public service.

(3) Payroll/Disbursement: You can access to this service at Wing Bank by entering into a separate Agreement on the subject matter for Wing Bank to deliver/disburse salary/funds to your employees or your attempted receivers for a specific period or on a given date.

(4) SME Package: You can use this service by requesting to open or upgrade your account as an SME account. By using this service, you are eligible to gain specific benefits from the payment services made available by Wing Bank, subject to each account and package’s terms and conditions.

7.3.2 PAYMENT SERVICE AVAILABILITY

(1) You are eligible to use the Payment Service if:

   a. You are of the legal age under the laws of Cambodia;

   b. You hold an active Bank Account with Wing Bank; and

   c. You meet other requirements as stipulated in the separate Agreement for each of the Payment Service.

(2) Our Payment Service is available through various platforms of Wing Bank including but not limited to the Wing Bank App, counters, standby (QR Code) and agent POS (“**Payment Channel**”).

(3) Wing Bank reserves the rights to limit the scope of transactions including amount and numbers of transactions depending on your choice of service package and subject to our internal policy, procedure and application of regulations, which may be revised from time to time.

7.3.3 PAYMENT SERVICE FEES AND CHARGES

(1) The Bank reserves the right to change service fees and/or other charges for the Payment Service from time to time based on its necessity or in accordance with the real market practice. In this regard, you acknowledge and agree for the new services and/or other charges to be imposed on you.

(2) In addition to the above fees and/or charges imposed by Wing Bank, you acknowledge and accept that additional fees and/or charges may be imposed by the NBC in case the transaction involved KHQR. In this case, you authorize Wing Bank to deduct from your Wing Account the amount of additional fees and charges imposed by the NBC without prior notice to you.

(3) Any applicable government fees, duties, and charges, including but not limited to resident withholding tax, non-resident withholding tax and any applicable fees and charges in relation to the Payment Service, will also be debited by the Bank from your Wing Account.

(4) Wing Bank is entitled to freeze and/or debit from your Wing Account for the requested transfer amount, related fees, charges, and/or taxes, whenever they become payable without prior notice to you.

7.3.4 YOUR AUTHORIZATION TO WING BANK

You may instruct us to process the Payment Service via the Payment Channel at any time, such Instruction shall be deemed the assignment of authority to us to debit any payable amount or conduct any operations or transactions from your Wing Account ("**Payment Instruction**"). We shall not be obligated to verify any information of Payment Instruction including but limited to accuracies of information, amount or information of recipient. Any Payment Instruction cannot be cancelled, altered, or changed unless it is yet executed, allowed or resolved by us. We reserve the rights to delay, suspend or reject any Payment Instruction at our sole discretion or in accordance with applicable laws. Wing Bank will not be held liable to you in case that any delay, interruption or rejection of Payment Instruction caused from your default.

7.4 FUND TRANSFER AND REMITTANCE

You can submit requests to any Wing Bank branches or Wing Agent nationwide to make transfers or payments of funds from your Bank Account to another person's account with Wing Bank or other local or overseas banks. Alternatively, you may perform fund transfers or remittance services on your own through Wing Bank App and internet banking.

The remittance service is categorized into 2 (two) types: local inter-bank transfer and international transfer.

You will be required to submit a remittance application form to Wing Bank if you wish to make a money transfer and you will be subject to fees and charges as set by our internal policy.

Currently, Wing Bank partners with many international global payment giants such as Mastercard, Visa, AliPay, Wechat, Western Union, MoneyGram, Ria, Tranglo and other international payment partners.

8. INTEREST RATE, FEES AND CHARGES

Interest, fees, charges and penalties (if any) paid by the Bank to you or from you to the Bank will vary for each product and/or service to be provided to you and is set out in the definitive Agreement for such products and/or services to be bound on you.

You acknowledge that you are aware of and understand there will be interest rates, fees, charges, and penalties (if any) which may be applied in accordance with the specific Terms and Conditions of the products and/or services that you wish to obtain from Wing Bank.

The information about interest rate, fees and charges are set out in respective product or service and can be made available upon request. You must pay the interest, fees and charge applicable to an account, product or service from time to time. The Bank reserves the right to change interest rate, fee and charges from time to time based on its necessity or in accordance with the real market practice. In this regard, you acknowledge and agree for the new interest rate, fee and charges to be imposed on you. If you do not agree with such change, you may choose to stop using the product and/or service, and by settling any accrued rights and obligations to be fulfilled by you towards the Bank as result of the termination, if any (for example, you must repay to the Bank of principal, interest, penalty and/or applicable fees and charges in case that you take a loan from the Bank).

9. ANTI-MONEY LAUNDERING, TERRORISM FINANCING AND SANCTIONS CONTROLS

We are not obliged to do or omit to do anything if it would, or might in our reasonable opinion, constitute a breach of any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to us.

You should be aware that transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach the applicable law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, the Bank and its correspondent banks are not liable for any Loss you suffer (including consequential Loss) howsoever caused in connection with any deposit product.

You must promptly provide to the Bank all information and documents that are within your possession, custody or control reasonably required by the Bank in order for the Bank to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

You agree and consent that the Bank may disclose any information and documents concerning you and your Accounts to any government authority where required by applicable laws and regulations applicable to the Bank.

You agree to exercise your rights and perform your obligations under these Terms and Conditions and any other relevant specific terms and conditions in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

10. DISRUPTION OF SERVICE

You agree that the Bank will not be liable for any Loss or any damage if it is unable to provide services in connection with any of your accounts due to Force Majeure; any incomplete or erroneous Instruction or order or any error in the execution of any such Instruction or order by you nor for any delay, Loss, expenses or damages whatsoever incurred or suffered by you as a result thereof.

11. DISPUTE RESOLUTION POLICY

You agree that any complaint or dispute arising in connection with these Terms and Conditions will be handled in accordance with the Bank's *Dispute Resolution Policy* and applicable laws.

You agree not to hold us and our affiliates liable for any material which is untrue or misleading. You agree to release and indemnify us (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute.

12. BANK LIABILITIES

Unless due to the negligence or willful default of the Bank, the Bank's authorized officers, employees or agents, the Bank shall not be liable for any Loss or damage suffered by you or any other person as a result of:

(1) The cancellation of all or any of your Bank Account or (as the case may be) any service; and/or

(2) The withdrawal or suspension of any of your initiated transaction or for any failure to effect or execute any of the order or Instruction whether or not such withdrawal or suspension is attributable, either directly or indirectly, to any circumstances or events outside the control of the Bank; and/or

(3) Any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Bank's telecommunication and computer system or other equipment or its installation or operation; any incomplete or erroneous transmission of any of your Instruction or order or any error in the execution of any such Instruction or order nor for any delay, Loss, expenses or damages whatsoever incurred or suffered by you as a result thereof; and/or

(4) Any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank.

13. BANK'S DISCRETION

The Bank reserves the rights to limit or cancel your transaction without prior notice and without liability if the Bank suspects that:

(1) The use of your banking access, username or password may cause Losses to You or to the Bank;

(2) The disclosed documents are invalid/fake after your account has been opened;

(3) Bank's system or equipment malfunctions or are otherwise unavailable for use;

(4) The Bank found that the security of your account is at risk; or

(5) Any reason which the Bank is required to do so by law.

14. YOUR REPRESENTATION AND WARRANTY

You represent and warrant that your given information are true, accurate and correct in all aspects for Wing Bank to process and manage your use and/or access of banking service. Failure in providing true, accurate and correct information and documents is your own and sole responsibility. If your Information provided to Wing Bank is no longer valid, you may request to Wing Bank to modify such information from time to time through any available channel.

15. YOUR LIABILITIES

You shall be liable for any Loss suffered by us (including consequential Loss) which results from your Instruction, fraud, negligence, or violation of the specific terms and conditions and these Terms and Conditions in connection with your usage of the Bank's products or services.

You agree to indemnify and hold the Bank harmless against any claim or damage from any party arising out of or in connection with your usage of any of the Bank's products or services. You shall compensate the Bank promptly for any amount claimed by the Bank to which the Bank becomes liable due to your negligence or your usage of any of the Bank's products or services.

16. YOUR CONSENT

16.1 CONSENT TO FREEZE BALANCE AND/OR ACCOUNT

You authorize and agree for the Bank to freeze your fund and/or account if the Bank found that:

(1) You receive an unintended amount and after the Bank received complaint from the transferor;

(2) It is believed that your account is suspected or is or has been involved in any money laundering or criminal acts;

(3) The Bank receives Instruction from the court or competent authority to freeze your balance and/or account; and

(4) Other cases as permitted by applicable law and regulations.

16.2 CONSENT TO REVERSE AMOUNT

You authorize and agree for the Bank to reverse funds in your Bank account if the Bank found that you receive an unintended amount and after the Bank received complaint from the transferor and with prior notice to You.

16.3 DIRECT DEBIT

You authorize and agree for the Bank to deduct or withdraw your money automatically from any of your accounts held at the Bank, including savings accounts, current accounts, fixed deposit accounts or any other account opened with the Bank without notice or consent from You to perform your obligations, including repayment of principal, payment of interest, fees, charges, insurance premiums and other amounts to be paid to the Bank.

16.4 UNCERTAIN EVENT FOR TRANSACTION GAIN OR LOSS

There might be possible circumstance whereby system failure or error which may occur due to uncertainty 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 other party's interests. You acknowledge and agree for the Bank to deduct and settle without having to obtain your consent on such gain or Loss which is occurred due to banking system failure or any human error.

16.5 REPORTING

You acknowledge and agree that the Bank has obligation to report your profile and account information to NBC and other authorities under the applicable law and regulation of Cambodia including the General Department of Taxation, Ministry of Justice, the Courts of Cambodia, and Internal Revenue Service pursuant to FATCA.

17. UNAUTHORIZED TRANSACTION

You agree that you will be responsible for any unauthorized transaction initiated under your name and you undertake to release the Bank from any and all liabilities that may occur due to your unauthorized transaction.

18. EXCHANGE RATE

In banking transactions, we may receive an amount in a different currency for credit or debit from your account (including a telegraphic transfer or check drawn in foreign currency). In this regard, we will convert the amount in different currency to the same currency of your account by using the retail exchange rate that we make available for such currencies on that day. The rate of exchange offered by the Bank for any transaction is influenced by factors such as the channel used, transaction currency, the amount, the date and time the transaction is initiated and prevailing market conditions. Considering all these factors, you agree to purchase or sell the different currency and accept the exchange rate quoted by the Bank for such a transaction.

19. AMENDMENT TO THESE TERMS AND CONDITIONS

Except where specifically stated in these Terms and Conditions, the Bank reserves the right to amend, change, modify, add or remove any part of these Terms and Conditions at any time and, such amendment shall be effective immediately upon posting on the Bank's Website and any other applicable channels as the Bank deems appropriate. It is your responsibility to periodically review these Terms and Conditions to stay informed of the updates. By continuing to use our product and service after such amendment has been posted, you deem to consent to such amendment.

20. GOVERNING LAW AND JURISDICTIONS

20.1 GOVERNING LAW

These Terms and Conditions are governed and construed in accordance with the laws of the Kingdom of Cambodia.

20.2 DISPUTE RESOLUTION

Any dispute arising out of or in connection with these Terms and Conditions shall be settled amicably in accordance with the Bank's *Dispute Resolution Policy* and applicable laws. If the parties are unable to reach a resolution after completion of the dispute mechanism under the Bank's *Dispute Resolution Policy* and applicable laws, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, performance or termination, shall be referred to and finally resolved by arbitration administered by the National Commercial Arbitration Centre of the Kingdom of Cambodia in accordance with the Arbitration Rules of the National Commercial Arbitration Centre (NCAC Arbitration Rules) being in force at the time of commencement of arbitration, and by reference in this clause, the NCAC Arbitration Rules are deemed to be incorporated as part of this contract.

The seat of the arbitration shall be Phnom Penh, Cambodia. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be Khmer.

21. NOTICE

Any notice or communication takes effect from the time that it is received or deemed to be received unless a later time is specified.

Any notice or communication is deemed to be received:

(1) If posted on the Bank's Website or provided via other communication means deemed appropriate by the Bank;
(2) If in writing and delivered in person or by courier, on the date it is delivered;
(3) If sent by post, three Business Days after posting (or seven Business Days after posting if sent from one country to another);
(4) If sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
(5) If sent by email:
    a. When the sender receives an automated message confirming delivery; or
    b. Four hours after the time the email was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.

22. CONTACT INFORMATION

For any concern or request for any information from the Bank, please contact the following contact:

WING BANK (CAMBODIA) PLC
Address: Wing Tower, Preah Monivong Blvd. corner Kampuchea Krom Blvd.,
Phum 6, Sangkat Monourom, Khan Prampir Meakkakra, Phnom Penh.
Email: care.centre@wingbank.com.kh

Call: +855 23 999 989

23. TERMINATION

Unless otherwise stated in the specific terms and conditions for the Bank's services or otherwise informed or specified by the Bank, the Bank shall terminate the products and/or services used by customer after receiving the termination notice from the customer. If the customer still continues to use the services, s/he agrees to abide by these Terms and Conditions.

24. ASSIGNMENT

You shall not assign, delegate or transfer in any way, your rights and obligations under these Terms and Conditions, in whole or in part, without prior written consent from the Bank. You agree that the Bank may assign, delegate or transfer in any way, the Bank's rights and obligations to any transferee or assignee and you agree that:

(1) You shall execute such documents as are necessary to permit the transfer or assignment and to join the transferee or assignee as a party.

(2) In the event of such assignment and/or transferring to any person by the Bank, you shall thereafter deal solely with the assignee or transferee with respect with any matters as provided under these Terms and Conditions.

25. TAXES

You must comply with all of your taxpaying obligations related to the operation of opening the account and its maintenance and related to the utilization of product or service, which extends its coverage to any legal fee as well as timely payment of any proper taxation on its assets held with the Bank. The Bank may deduct the balance from your account as necessary to be withheld or taxed to the tax authority or for execution of these Terms and Conditions. For any payment payable from you to the Bank, you warrant the Bank will receive the unaffected payment, free of tax deduction. The Bank, on the other hand, is not obliged to provide additional fee to cover tax deduction for any payment payable to you.

26. KNOW YOUR CUSTOMER

If any law requires you to comply with KYC or similar identification procedures, you will promptly and on written request, supply the Bank with such information or documentation as requested to carry out and satisfy such KYC or similar identification procedures. You are obliged to notify the Bank as soon as possible once there is an update of your personal information and you agree that failure to provide such update may result in inability for the Bank to maintain or store your current up-to date information in the Bank's system as required by applicable law, which may result in some or total inconvenience during your use of the Bank's service.

27. ACCOUNT SECURITY

You must keep your Password, PIN Code and User ID confidential and secure by:

(1) Never disclosing Password, PIN Code and User ID to any person;

(2) Never allow any other person to see you entering your Password, PIN Code and User ID;

(3) Commit your Password, PIN Code and User ID to memory and not record them anywhere; and

(4) Never choose a Password or PIN Code that is easily identified with you, for example, birth date, car registration, telephone number or name.

(5) If the Password and/or PIN Code are exposed or suspected to be exposed to any person, the user shall immediately change the Password and/or PIN Code to protect your own interest. Wing Bank shall not be held responsible or liable for any Loss or damages suffered in such circumstances.

(6) If you believe that someone has transferred or may transfer fund from your Account without your permission, please contact us immediately to assist you in blocking your Account from further Transactions and for us to investigate the case.

28. PRIVACY AND CONFIDENTIALITY

Keeping your information private and confidential is a core principle of the Bank's policy. The Bank commits to put its best endeavor and all efforts to ensure that your fund and personal data are unharmed and that all transactions remain privy. The full privacy policy can be found via the Bank's website.

In spite of this commitment, you fully understand that your privacy and confidentiality may not be kept all the times for which the Bank shall not be held liable or be responsible to provide remedy. The Bank will use its best endeavor to ensure no unauthorized access to the information storing in online banking system; however, the Bank shall not be liable for security of any information inputted by you to the Bank's online banking system via any of your means using mobile banking or internet banking service in case of Force Majeure or for actions which are not attributable to the Bank. You, therefore, acknowledge and accept the risk of penetration of unauthorized parties to the information contained in the electronic banking system. You warrant not to hold the Bank responsible for any unauthorized access or any Loss or damage resulting from this.