

Terms of Use

(Latest Update: November 19, 2020)

This Terms of Use (“**Terms**”) is a legal document that explains your rights and obligations as a user of AEON ROHAS Application operated by AEON Specialized Bank (Cambodia) Plc. (the “**Bank**”). In the Terms the word “you” and “yours” refer to you as a person entering into this Agreement.

1. Acceptance of the Terms

- 1.1. **AEON ROHAS Application** (the “**App**”) is an online service offered by the **Bank**. By accessing or using any website with an authorized link to the **App**, registering an account or accessing or using any content, information, services, features or resources available or enabled via the **App** (collectively, the “**Services**”), clicking on a button or taking another action to signify your acceptance of these **Terms**, you: (1) agree to be bound by the **Terms** and any future amendments and additions to the **Terms** as published through the **Services**, (2) represent you are of legal age your jurisdiction of residence to form a binding contract; and (3) represent that you have authority to enter into this agreement personally.
- 1.2. Except as otherwise provided herein, if you do not agree to be bound by the Terms, you may not access or use the Services.
- 1.3. Please also noted that there will be other written terms and conditions which specifically related to our Services that you have applied for which will need your acceptance. Those written terms and conditions will take effect on the date of your separate acceptance. In the event that the Terms herein and those written terms and conditions are inconsistent, those written terms and conditions shall prevail.
- 1.4. You acknowledge that the Services provided for the followings:
 - Applying for Personal Loan and Installment Loan with the Bank;
 - Providing consent to the Bank following the requirement from applicable laws and regulations;
 - Seeing the status after the application is submitted through the App;
 - Making Agreement after the Loan is approved by the Bank;

2. Registration

- 2.1. You become a user of Services (“**User**”) by completing the registration of an account for **Services** (“**Account**”). The **Terms** will takes effect as soon as you indicate your acceptance of the **Terms**. You may not become a **User** if you are under the age of 18 and non-Cambodian citizen. **Services** is not intended for persons under 18 nor non-Cambodian citizen and the **Bank** will not knowingly collection personal information from persons.
- 2.2. When registering an **Account**, you agree to provide only true, accurate, current and complete information requested by the registration form (the “**Registration Data**”) and to promptly update the **Registration Data** thereafter as necessary. The **Registration Data** may include personally identifiable information such as, your full name, date of birth, sex, and nationality, address and phone number.
- 2.3. Once the registration is completed, a one-time passcode (**OTP**) will be sent to your register phone number for the purpose of verification and confirmation by you.
- 2.4. Your submission of Registration Data to the Services is governed by the **Bank**’s Privacy Policy (the “**Privacy Policy**”), which we strongly advise and require you to read before using the **Services**.

3. Limitation of Services

3.1. **Connectivity:** the Bank shall not be liable to you for any incompleteness, unavailability, failure, interruption, suspension or delay in the Services (including the transmission of any alerts or Notifications or in receipt or execution or any instructions) due to any factors not under the Bank's reasonable control.

3.2. System Maintenance:

3.2.1. The Bank may add or disable any feature or suspend the operation of Services or any other services at any time:

- If, per the Bank's opinion, any threat is posed to any Services related system or part of any system; or
- For the purposes of carrying out periodic maintenance and administration tasks.

3.2.2. The App is a constantly evolving application that will have frequent releases in order to bring new features and improvements, as well as updated operating systems. You must update and use only the most up-to-date version of the App.

3.2.3. From time to time, the Bank may force its Users to update the App to the latest version for security and compatibility reasons. You might not be able to continue using an old version of the App unless you update to the latest version.

4. General Precautions

4.1. You shall take responsibility for and use your best endeavors to prevent any unauthorized use of, and access to the App on your mobile and/or other device and to protect your Personal Information and Security Credentials at all times including but not limited to:

- Not let other person use your Security Credentials to access your Account or the App on your mobile device;
- Not let any other person unlock your mobile device;
- Not leave your mobile device unattended while you remain logged in to your Account or the App;
- Ensure that your Security Credentials to access the App remain confidential to you alone and that you take all reasonable steps to prevent them from being disclosed;
- Not disclose your Security Credentials to anyone (including police, bank staff or your loved ones) and/or
- Take care to ensure that no one else can see you enter Security Credentials.

4.2. You must lock your mobile device or take other steps necessary to stop unauthorized use of the Appl.

4.3. You must notify the Bank immediately by calling to 023/070/078 988 555 upon being aware that:

- Your mobile device is lost or stolen;
- Your Username and Password has become known or may be known by another person;
- Another person may be able to unlock your mobile device;
- There has been unauthorized access to your Account(s) accessible via the App;
- You notice that the App is requesting you to re-activate the application (which may indicated that the App is being activated with your Security Credentials on another device).

4.4. You must install only approved application on your mobile device and you will not override the software lockdown on your mobile device (i.e. jailbreak or root your mobile device).

4.5. You must promptly update, and keep updated, the operating system and security software for your mobile device when released by your mobile device manufacturer or mobile device operating system provider.

4.6. Before you sell or permanently give your mobile device to any person, you must delete the App in the device.

5. Security Credentials

5.1. The App and its Services require the use of Security Credentials that consist of Username and Password.

- 5.2. During the first activation of the App, you must set up a secure and memorable Username and Password that will be required to log-on and confirmation of actions while using the App.
- 5.3. You should ensure that your Secret Word is strong, not guessable and follow below conditions:
 - Must be alphanumeric
 - Must be at least one lower case, one symbol and one upper case and at least 8 digits length.
 - Must not contain part of your last name or first name
- 5.4. You should ensure that your secret Password is strong and doesn't contain any of below number combination:
 - Your date of birth, month or year;
 - Sequential or repeating number that can be easily guessed (e.g. 1234 or 7777);
 - Parts of your telephone number or other easily guessable numbers that related to you.

6. Notification

6.1. SMS Notification

- You agree that, by registering for the App, the Bank may send or be requested to send an SMS to your mobile device.
- The Bank is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMSs and their content as a result of your negligence.

6.2. In-App Push Notification

- You agree to receive alerts or Notification for the use of Services in the App or for making communications or announcement from the Bank.

7. Your Obligations and Liabilities

- 7.1. You must not use the App or Services for any purpose other than those mentioned in 1.3 above.
- 7.2. You must not use the App or Services for prohibited business activities.
- 7.3. You must not act fraudulently or maliciously in relation to the App or Services.
- 7.4. You acknowledge that you are responsible for and must take all reasonable care to ensure that information you supply via the App is true, complete and up-to-date.
- 7.5. You acknowledge that any unauthorized reproduction by you of any propriety information provided or available via the App or any portion of it may result in legal action being taken.
- 7.6. You will be liable for any loss suffered by the Bank (including consequential loss) which result from your fraud or negligence, or your violation of the Terms. You will be liable for any loss suffered by the Bank which results from the unauthorized access to or use of any service available in the App and to which you have contributed by your failure to comply with the Terms.
- 7.7. You will not be liable for any loss caused by:
 - The Bank acting fraudulently or negligently; or
 - A fault occurring in the system used as part of the App unless such fault is obvious, or you have been advised of such fault by a message or notice on display and the loss occurred after such notification.

8. Disclaimer

- 8.1. The Bank makes no representations, warranties or conditions of any kind, express or implied, with respect to the App or Services, including, fitness for a particular purpose or any warranty arising by usage of trade, course of dealing or course of performance.
- 8.2. The Bank does not represent or warrant that your App and/or Services as will always be accessible or accepted.
- 8.3. The Bank shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use), or any punitive or exemplary damages arising out of or in any way connected with these Terms. In no event shall the Bank have any liability for unauthorized access to, or alteration, theft or destruction of the App or Services through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

9. Intellectual Property Rights

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the App shall be owned by the Bank.

10. Privacy Policy

10.1. Personal Information:

- You hereby agree and authorize the Bank to verify information provided by you against the information held by the Bank including your phone number, name, date of birth, identification number and such other information that will enable the Bank to identify you and comply with the Regulatory related to “Know Your Customer” requirement (collectively the “**Personal Information**”).
- You acknowledge that the Bank mainly require your Personal Information to understand your needs and provide you with a better service. Personal Information submitted to us via the App will be used for the purpose specified in this privacy policy, and in particular for the following reasons:
 - o Administer the App,
 - o Enable you to log-in,
 - o Enable your use of the service available on the e-Application such as applying for loan, checking your credit, checking your repayment schedule,
 - o Comply with the Bank’s internal rule and regulations and applicable law of Kingdom of Cambodia and
 - o Improve our products and services.

10.2. Disclosure of Information:

- You irrevocably and unconditionally consents for the Bank and any officer of the Bank to disclose any Personal Information related to you or any information whatsoever relating to you as the Bank shall consider appropriate to any person to whom disclosure is permitted or required by any statutory provision or law or to any other person wherever situate for any purpose whatsoever and its hereby agreed that the Bank and any officer of the Bank may disclose the forgoing information to the fullest extent permitted by any statutory provision or law.

11. Amendments to These Terms

- 11.1. We may make amendments to these terms from time to time to:

- Reflect changes in relevant laws, regulatory requirements industry guidance or a decision of a court or by a regulatory or ombudsman;
- Make them clearer or easier to understand; or
- Make changes which benefit you or do not disadvantage you;

- Make change to our services, introduce new services or withdrawal services we no longer offer; and
 - Amend our existing services because of changes to technology, systems, processes or our business policies or procedures.
- 11.2. Such amendments will take effective 30 (thirty) days from the date of notifying you of such amendments via our App, unless the circumstances demand a shorter notice period.
- 11.3. Your agreement to any amendments to these Terms not referred to in Clause 10.1 will be indicated either by way of acceptance via the App or by acceptance upon making a new Loan Agreement.
- 11.4. If you do not agree with any changes that we make to these Terms, you can close your Account by contacting us by email, or by telephone, details of which can be found on the Website of our Bank. By continuing to use the App after any changes to these Terms, you accept to be bound by the updated Terms.

12. Final Provision

- 12.1. These Terms shall be governed and interpreted under the Laws of Kingdom of Cambodia. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall be affect the validity and enforceability of the rest of these Terms.
- 12.2. You agree that we have the right to assign our rights and obligations under these Terms to any third party without notice.
- 12.3. You rights and obligations under these Terms are personal to you which means that you cannot assign them to another party without our explicit prior written consent.

13. Complaints

- 13.1. We consider a complaint as being defined as an expression of dissatisfaction made by you in relation to any of the services we provide. In the event of you making a complaint, we will make every effort to rectify the problem as soon as practicably possible.
- 13.2. If you feel that your complaint or grievance has not been dealt with satisfactorily then we would encourage you to call to: 023/078/095 988 555 or through this link: www.aeon.com.kh or directly go to any of our branch nearby you for filling the complaint.