

# ធនាគារ អេស ប៊ី អាយ លី ហ្លួរ SBI LY HOUR Bank

# Guideline of SBI LY HOUR Mobile Banking Term and Conditions

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#### **Definitions**

In these Terms and Conditions, the following definitions apply unless otherwise stated:

**SBI Ly Hour Mobile** means an application for a smartphone that can be downloaded by you from the following application stores: App Store or Google Play and App Gallery. The service of providing electronic access (selected/smart mobile phone) to nominated linked account(s) via application.

**Account:** means and includes SBI Ly Hour's Savings Account, Fixed Deposit Account in both KHR and USD currencies as may be created from time to time at SBI Ly Hour branch or via SBI Ly Hour Mobile.

**Account Holder:** means the person or entity in whose name the Account has been opened and who is responsible for Account under the relevant account authority.

**Authentication Code:** means a number generated randomly by security device or SMS One Time Password by SBI LY HOUR Bank.

**Biller:** means an organization in the Kingdom of Cambodia in which Account(s) is held and opened with SBI LY HOUR Bank and registered with SBI LY HOUR Bank to receive payments from SBI LY HOUR Bank customer via SBI LY HOUR Mobile Banking channels.

**Bill Payments**: means the function available through SBI LY HOUR Bank Mobile Banking service through which you may lodge instructions to SBI LY HOUR Bank to make immediate payments from your eligible nominated linked account(s) opened and held with SBI LY HOUR Bank to your nominated Biller.

**Biometric Identifier:** includes a fingerprint, facial data, and any other means by which a mobile device manufacturer allows a user to authenticate their identity for the purposes of unlocking their mobile device and access to the specific application including SBI Ly Hour Mobile.

**Card:** means and includes SBI Ly Hour's debit/credit card with VISA scheme in a form of either virtual or plastic one.

**CIF number:** a unique customer identification number used in SBI Ly Hour system that you receive during your first account registration with the bank.

**Customer**: includes SBI Ly Hour account holder and non-SBI Ly Hour account holder that acquire one-off services from SBI Ly Hour. All customers are subject to different forms of due diligence.

**Electronic Statement (e-Statement):** means a consolidated banking statement that reflects SBI Ly Hour's record for a specific period for a customer's account on SBI Ly Hour mobile. The Electronic statement is for informational purposes only.

**Fixed Deposit Certificate:** means an informational electronic document of your Fixed Deposit Account details opened via SBI Ly Hour Mobile or at SBI Ly Hour branch.

**Mobile Operator:** means a participating mobile telephone network operator.

**Notifications:** means and included SMS and in-app push-notifications sent to you on different occasions related to banking transactions or general alerts sent by SBI Ly Hour.

**Payment:** means a payment order initiated by you through SBI Ly Hour Mobile to make a debit of your eligible Account for any payments; for example, to make a payment to vendors.

**Personal Information:** refers to the personal information provided by you to SBI Ly Hour, including but not limited to name, national identity number (NID, date of birth, phone number, email, and address.

**PIN**: means a sequence of 6 digits consisting of numeric to access SBI LY HOUR Bank Mobile Banking service and including the PIN first issued by SBI LY HOUR Bank to customer to access SBI LY HOUR Bank Mobile Banking service.

**Plastic Card:** means a physical VISA debit/credit card issued by SBI Ly Hour Bank.

**Scan QR:** means a QR code scanning service in SBI Ly Hour mobile that allows users to scan and pay at SBI Ly Hour merchant enabled sales points or to scan QR codes as format KHQR to process various types of transactions.

**SMS OTP**: One Time Password (OTP) is a 6 digit code generated by SBI LY HOUR Bank and sends to Account Holder's mobile phone via SMS, which must be used to authorize online payment transaction.

**Transaction:** means any financial record or operation made or performed processed, or effected by your or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent, including: any payment or fund transfer to/from your Account; any other banking transaction that may be made available through SBI Ly Hour from time to time (including making bill payments); and any banking transaction carried out through any SBI Ly Hour branch.

**Transaction History:** indicates list of all the transactions entered or performed within SBI Ly hour account within a specific period.

**User ID**: means a unique identification number assigned to each SBI Ly Hour Mobile user during registration. An identification of you for accessing to SBI Ly Hour mobile. It is required to be setup at the first time of activation and to remember for later access.

#### 1. Introduction

These terms and conditions govern the use of SBI Ly Hour's mobile banking application namely "SBI LY HOUR Bank". As a user of SBI LY HOUR BANK, it is very important for you to read this term and conditions carefully. By registering for and using you agree to be bound by the Terms and Conditions.

By pressing "I Agree" you confirm that you have read, understood, acknowledged, accepted, and given your express consent to the Terms and Conditions.

Please also note that at sole discretion, they bank may change Terms and Conditions from time to time without any prior notice. Any other written terms and conditions which related to your SBI Ly Hour accounts and services will continue to apply.

The first use of SBI LY HOUR Mobile Banking service by the Account Holder, after the Account Holder receives these Terms & Conditions indicates acceptance of these Terms & Conditions and deems effective.

# 2. Eligibility

- 2.1 You are an SBI Ly Hour account holder.
- 2.2 You have an eliaible smartphone/device (not rooted or iailbreak).
- 2.3 Have an iOS or Android or HamonyOS mobile phone and using a valid phone number registered with SBI Ly Hour Bank.
- 2.4 Be an adult age 18 or older.
- 2.5 Agree with terms and conditions of SBI Ly Hour mobile.

#### 3. Service Available

You can access to SBI LY HOUR Mobile Banking service by using the User ID, PIN, Face-ID, and Fingerprint issued to you by SBI LY HOUR Bank following registration.

Please visit SBI Ly Hour Bank Plc's website for SBI Ly Hour mobile's services available.

For more details about SBI Ly Hour Mobile features and services, please see Appendix-B.

# 4. Accounts Information's

All your accounts that are applicable for SBI LY HOUR Mobile Banking service under your ID will be displayed in your Mobile application and you will be able to add your accounts to be displayed and set your accounts for transaction or only inquiry.

Any balance for a nominated linked Account which you obtain through SBI LY HOUR Mobile Banking service will be the current balance (exclude minimum holding balance) as at time you make the enquiry and may exclude uncleared funds (for example cheques which have not been cleared).

You may also search and view all transactions conducted on your nominated linked Account(s) up to the last one month on SBI LY HOUR Mobile Banking service.

Account(s) opened and held with SBI LY HOUR Bank in the Kingdom of Cambodia may be linked together on SBI LY HOUR Mobile Banking service, unless

This is prohibited by Law; or SBI LY HOUR Bank, at its sole discretion, restricts or does not approve the Account(s) you have nominated to be linked on SBI LY HOUR Mobile Banking service, in which case SBI LY HOUR Bank will notify you of such restriction or non-approval.

#### **Account Holder:**

- 1. Individual Customer: The Primary account holder will be able to view only the account under the same CIF.
- 2. SBI LY HOUR Bank may be also restricting your use of SBI LY HOUR Mobile Banking service on a nominated linked Account. For Instance, SBI LY HOUR Bank may limit the amount of any type of transaction on a nominated linked Account.

#### **Unauthorized Transactions:**

This Clause sets out the parties' liability for unauthorized transaction conducted through SBI LY HOUR Mobile Banking service.

# 4.1 When SBI LY HOUR Bank is liable:

 SBI LY HOUR Bank will be liable for actual losses incurred to the Account Holder that are caused by fraudulent or negligent conduct of SBI LY HOUR Bank's employees.

#### 4.2 When Account Holder is liable:

- While we make reasonable efforts to provide the Mobile Banking App Services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network or internet failures.
- The Mobile Banking App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses, no data skimming/capturing from your device(S), no other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile phone or any device. We are not responsible for any loss you may incur because of this.
- In addition to any liability set out in your Account Terms and Conditions, the Account Holder is liable for any actual loss of funds or any interception of information through any unauthorized access to the Account Holder's if the Account Holder contributed to the unauthorized access:
  - Through your fraud or negligence
  - By voluntarily disclosing your PIN or authentication code to anyone including a family member or friend.
  - By keeping a record of the PIN or authentication code (without making any reasonable attempt to disguise it):
    - o On security device or with the user ID,
    - o On any article carried with security device or with the user ID,
    - o In or on that which may be lost or stolen at the same time as the security device or the User ID.
  - By closing a PIN that is easily identified with you, such as your birth date, registration, telephone number or your name,
  - By using the same PIN for other purposes, including SBI LY HOUR Mobile Banking service.

- To maintain control over the account and to prevent anyone for accessing the account, the account owner should maintain the control over your accessing device to your mobile banking. You are responsible for updating and maintaining the accuracy of the information you provide to use relating to your account.
- If your account information has been hacked and managed by fraudster to perform any transaction, you will be liable for any financial loss as result from this matter.
- If, after you become aware of the loss, theft, or breach of the security of your PIN you do not immediately notify SBI LY HOUR Bank, you will be liable for the actual losses incurred between:
  - The time you first became aware of any of event described above or in the case of loss or theft of security device, should you have reasonably become aware of the loss and theft, and the time SBI LY HOUR Bank is notified of the relevant even,
  - Without login to change your temporarily PIN after registration.

# 5. Limits

**Transaction Limits:** Upon agreeing to the Terms & Conditions, you are hereby subject to any transfer limit imposed by SBI LY HOUR Bank and applicable the Law. You could find the nearest SBI LY HOUR Bank Branch to get detail information about your product limit or call to our contact center via (855) 023 980 888 or 093 671 111. SBI LY HOUR Bank reserves the right to change the maximum daily limit of transaction amount without any prior notice.

For more details on transaction limits, please see Appendix-A.

**Access Limits:** You will not be allowed to user SBI Ly Hour Mobile if your devices' operating system is not genuine (rooted or jail-broken).

**System Maintenance:** SBI Ly Hour Bank may add or disable any features or suspend the operation of SBI Ly Hour Mobile application for purpose of carrying out network or operation maintenance and other administration tasks. SBI Ly Hour Mobile Application may force its user to update SBI Ly Hour Mobile from customer's current version to the latest version for enhancements, product updates, securities, and other compatibility reasons.

# 6. Fees and Charges

When you use SBI LY HOUR Mobile Banking service to make transactions, SBI LY HOUR Bank may impose fees and charges. You agree to pay the fees and charges, and you also agree that SBI LY HOUR Bank may debit those fees and charges directly from your account. These fees and charges may be amended by SBI LY HOUR Bank from time to time. Full details of all current fees and charges are available at your nearest SBI LY HOUR Bank branch or website.

You may incur charges from your mobile service provider for downloading, updating, and using SBI Ly Hour Mobile. Any such charges are your sole responsibility and any

matters regarding these charges should be raised with your Mobile Operator. You should contact your Mobile operator for more information on their fees and changes

# 7. Currency

Any Credit or debit from your Account through SBI LY HOUR Mobile Banking service in a currency other than the currency in which your Account is denominated will be subject to the Exchange rate applicable to the currency of the Transaction involved at the time of transaction limited by SBI LY HOUR Bank. SBI LY HOUR Bank will determine the exchange rate to convert the foreign currency amounts to the equivalent amounts in the different currency or the local currency of the Kingdom of Cambodia and agree and acknowledge the converted exchange rate.

# 8. PIN Security

SBI Ly Hour Mobile and its services require the use of Security Credentials that consist of User ID and 6-digit PIN code.

- 8.1 In the event of the authentication credential becoming known to someone other than the customer / authorized user, that person may be treated by the bank as authorized user and the bank shall not be responsible for any loss or damage which may occur because of the authentication credential become known others. If the customer / authorized user knows or suspect that someone else has learned the authentication credential, the customer / authorized user shall inform bank immediately.
- 8.2 Do not use any number publicly known and easily guess from your personal information such as Date of birth, phone numbers, and sequential numbers.
- 8.3 Do not leave mobile device unattended while you remain in application session with SBI Ly Hour Mobile.
- 8.4 Ensure that your Security credentials to access SBI Ly Hour Mobile remain confidential to you alone and that you take all reasonable steps to prevent them from being disclosed. For example, you must: memorize your security credentials; not write down or save your security credentials anywhere in any form, including electronically, for example, in your mobile phone or device.
- 8.5 Take care to ensure that no-one else can see you enter your Security Credentials.

Entering Mobile PIN wrongly 3 times, system will temporarily block the use of SBI Ly Hour mobile service. In case, you must contact our Call Centre, or you must reset PIN by selecting the "Forget PIN" on pre-login screen of the mobile application interface.

SBI LY HOUR Bank encourage you to change your PIN on a regular basis. If your mobile phone/registered phone number is lost or stolen or an unauthorized transaction has occurred on your linked Account(s) through SBI LY HOUR mobile Banking, you must notify SBI LY HOUR Bank Immediately.

You as a user with an eligible mobile device may choose to enable biometric authentication for Login function to log on to SBI Ly Hour Mobile using a Biometric

Identifier registered on your mobile device whereas for authentication for transactions remains to use 6 digits PIN created upon activation or change PIN.

SBI Ly Hour Mobile does not collect or store this Biometric Identifier, and it is stored on your mobile device.

# 9. Variation of these Terms & Conditions and Fees & Charges

SBI LY HOUR Bank may amend these SBI LY HOUR Mobile Banking Terms & Conditions and Fee & Charge applicable to SBI LY HOUR Mobile Banking service upon its sole discretion or whether required by Law or otherwise.

SBI LY HOUR Bank may vary these Terms and Conditions and Fees & Charges applicable to SBI LY HOUR Mobile Banking service at any time without prior notice. However, the charges of applicable Fees & Charges are available on promotion banner in SBI LY HOUR Mobile Banking application, ATM terminal, or SBI LY HOUR Bank website.

# 10. Money Laundering Prevention and Other Offences

By accepting these Term and Conditions you agree SBI LY HOUR Bank may delay, block, or refuse to process any transaction without incurring any liability if SBI LY HOUR Bank suspects that:

- 1. The transaction may breach any Law of Kingdom of Cambodia or any other country,
- 2. The transaction may directly or indirectly involve the proceeds of or be applied for the purposes of unlawful conduct.

You must provide all information to SBI LY HOUR Bank which SBI LY HOUR Bank reasonably require in order to manage money-laundering, terrorism-financing risk and economic and trade sanctions risk or to comply with any law of the Kingdom of Cambodia or any other country, or to comply with other prohibitions that may be applicable to SBI LY HOUR Bank with respect to any transaction and you agree that SBI LY HOUR Bank may disclose any information concerning you to:

- 3. Any law enforcement, regulatory agency or court where required by any such Law of the Kingdom of Cambodia or elsewhere,
- 4. Any correspondent SBI LY HOUR Bank uses to make the payment for the purpose of compliance with any such Law. Unless you have disclosed that you are acting in a trustee capacity or on behalf of another person, you warrant that you are acting in your own capacity in agreeing to these Terms and Conditions.

You declare, agree, and undertake to SBI LY HOUR Bank that the payment of monies by SBI LY HOUR Bank in accordance with your instruction will not breach any Law of the Kingdom of Cambodia or any other jurisdiction.

#### 11. Refusal of service

Despite any right contained in these Terms and Conditions, in the event that you appear to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of your, suspend the provision of a product or service to you, refuse to allow or to facilitate any of your assets held by us to be used

or deal with, refuse to make any asset available to you to any other proscribed person entity, or terminate these arrangements with you. We will under no liability to you if we do any or all these things. If we exercise our rights under this clause, you must pay any losses, costs, or expenses that we incur in relation to any action taken under this clause, including interest adjustments and/or administrative costs under these Terms and Conditions.

#### 12. Termination

The Account Holder may cancel their access to SBI LY HOUR Mobile Banking service (or revoke the authority of an Authorized Signatory (S) to access the Account Holder's Account (S) using SBI LY HOUR Mobile Banking service) at any time by giving a written notice to your SBI LY HOUR Bank branch or complete the relevant SBI LY HOUR Mobile Banking Amendment Form for cancellation and submit it to your SBI LY HOUR Bank branch.

SBI LY HOUR Bank may cancel or suspend any PIN, User ID, or security device without prior notice (unless prohibited by the Law) if:

- SBI LY HOUR Bank suspects the Account Holder of being fraudulent or illegal truncation,
- SBI LY HOUR Bank believes that use of the Account Holder's User ID or electronic access may cause loss to the Account Holder or to SBI LY HOUR Bank.
- All the Account which the User ID related to have been closed,
- SBI LY HOUR Bank system or equipment malfunction or are otherwise unavailable for use.
- SBI LY HOUR Bank believes that the security of the Account Holder's electronic access or SBI LY HOUR Bank system and equipment may have been compromised,
- The PIN has been entered incorrectly three (3) time,
- SBI LY HOUR Bank is required to do so by Law.

# 13. Indemnity

To the extent permitted by Law, the Account Holder agrees to indemnity SBI LY HOUR Bank against any loss or damage SBI LY HOUR Bank any suffer due to any claim, demand or action of any kind brought against SBI LY HOUR Bank arising directly or indirectly because the Account Holder.

- Did not observe their obligation under these Teams & Conditions, or
- Acted negligently or fraudulently in connection with these Terms and Conditions.

# 14. Disclosure by SBI LY HOUR Bank

Subject to SBI LY HOUR Bank's general duties of confidentiality towards SBI LY HOUR Bank's customers and to the extent permitted by Law, by applying for and/or continuing to use the SBI LY HOUR Mobile Banking service, you agree that SBI LY HOUR Bank may use disclose your information as result of using this service to:

- Regulatory bodies, government agencies, law enforcement bodies and court within the country,
- NBC (National Bank of Cambodia) any party require by law.

- Our parents or group company, subsidiaries for administrative or operational purpose.
- Service Providers engaged by SBI LY HOUR bank to carry out or assist its functions or activities.

Accessing your information held by SBI LY HOUR Bank: To the extent permitted by law, you access and request correction of your information at any time by asking to do so at any SBI LY HOUR Bank branches.

# 15. The Change of Terms & Conditions

We, at sole discretion, change Terms and Conditions from time to time without prior notice.

# 16. Inconsistency

- 1. If there is any inconsistently between these Terms & Conditions and any your account Terms & Conditions, these Terms & Conditions prevail to the extent of the inconsistency, unless otherwise provide for in these Terms & Conditions.
- 2. In the event of any inconsistency between the Khmer language and other language of this document, the Khmer version shall prevail to the extent of the inconsistency.

SBI LY HOUR Bank reserves the rights to change without any prior notice.

# 17. Disputes and Resolution

What to do if you have a compliant?

We understand that sometime, there might be an error occurs while you are performing transaction or after you completed performing transaction such as internet issue, phone device issue, human error by user, or technical/system error, and when these happen, we try to determine the causes and provide the best solution. If you believe that funds have been lost, there is any error in transaction, or you lose your mobile phone or device, you should contact our Contact Center immediately by calling (855) 023 980 888. The valid complaint must be within thirty (30) days from the calendar date in which the error transaction/ issue was happened. The Bank will investigate the complaint within thirty (30) days. Most problems can be resolved quickly and simply by taking with us. if the investigation is not completed within this time, you will be informed of the reasons.

If it's established that the error was from the Bank, the Bank will promptly correct the error and/or adjust any fee or change that may have been as the result of Bank's investigation, you may refer your complaint to the competent authorities or the court. The Bank will assist by supporting any accessary document and information.

# 18. Disputes with other parties

We take no responsibility to you for:

1. Any defect or deficiency in the provision of goods and services acquired, for example, purchase of mobile PIN through Mobile Banking service.

2. Where you decide you no longer want the goods or services. You must be resolved with the retailer. We are also not responsible for any complaint with respect to the goods and services of a retailer supplies to the user if correct charging occurred.

# APPENDIX-A

List if transaction limits available in the SBI Ly Hour Mobile Application as of July 11, 2022

# **Transfers**

Туре	Currency	Maximum per transaction	Fee Charges
Other SBI Ly	USD	40,000	Free
Hour Accounts	KHR	160,000,000	
LHPP 9 Digit Code	USD	1,000	From 0.375 up to 2.25
	KHR	4,000,000	From 1,500 up to 9,000
	THB	40,000	From 15 up to 90
Bakong Wallet	USD	10,000	Free
	KHR	40,000,000	
Bakong Other	USD	50,000	Free
banks	KHR	200,000,000	

#### APPENDIX-B

# List of services and functionalities available on SBI Ly Hour Mobile

#### **Accounts**

Under the Accounts section, a user can see all Accounts existing with SBI Ly Hour and can access the following features and services:

- View and manage on all your CASA(s) including balances
- Open new Savings Account, Future/Growth or Mobile Fixed Deposit in USD or KHR, Deposit Plus in USD, KHR, or THB instantly.
- See and filter all the account statuses
- See and download account transaction details in PDF format
- See and download account statement for different period and in PDF format
- Download fixed Term deposit and Deposit Plus certificate opened in SBI Ly Hour Mobile in PDF

# **Deposits**

User can open new term deposit accounts, view term deposit account in details, download statement of term deposit accounts, filter options of your deposit accounts.

#### Cards

SBI Ly Hour Mobile user can view all available SBI Ly Hour physical and virtual cards including ATM, VISA and access to the relevant features and services:

- See all list of available cards (Debit, Credit, and Virtual)
- See all card related transactions under linked Account, Card types, Available balance of account linked to card.
- View Transaction Details on Card
- Activate new Physical Card
- Set your PIN for Card
- Block and Unblock your Card
- Download Card Transaction statement for different period in PDF format

# **Open New Account**

User can create new account opening for Savings Account, Growing Plan, Future for tenor following available in currency such as USD, KHR and THB.

# **Open New Deposit**

User can open new term deposit by selection No of Terms in months available and currency type.

#### **Deposit Plus**

User can open new term deposit Plus accounts, view term deposit account in details, download Deposit Plus certificate, filter options of your deposit accounts.

# **Transfers**

SBI Ly Hour Mobile users can make various type below transfers available:

- Transfer to any SBI Ly Hour account
- Transfer to LHPP 9 Digits Code
- Transfer to Phone Number under SBI Ly Hour
- Transfer to own Accounts
- Transfer via Bakong to Other Banks
- Transfer via Bakong-to-Bakong Wallets

# Top Up

User can purchase pre-paid mobile top up services through available Telcom operators in the specified amount plans by PIN or PIN less method.

# **Bill Payments**

User can access and pay to a wide range of service providers under the following categories:

- Utilities
- Public Services
- Real Estate
- Insurance

# **Apply Loan**

User can quickly fill in required information requesting for estimating their needs through our various loan products.

# **Special Offers**

User will be able to see the promotional and offers relating to Bank services and products during the time.

#### Locate Us

User can access to interactive map where can be found locations of all SBI Ly Hour Branches, ATMs, and LHPP Agents.

# **QUICK TRANSFERS & QUICK PAYMENT**

Under these sections a user can access the stored templates of beneficiaries and service provides or easily create new templates for quick payments and transfers.

# **SCAN QR**

With Scan QR feature, a user can scan QR codes to process the following transactions:

- Pay with QR at instore merchants who accepts SBI Ly Hour Pay, Bakong.
- Peer to peer transfer using KHQR transfer from SBI Ly Hour to SBI Ly Hour.

# Main Menu

**My Profile:** User able to view their registered phone number, full name and email address maintain with the bank or update their profile picture.

**Contact Us:** User able to contact SBI Ly Hour's customer call center 24/7 via available integrated, telegram messages, or call-in to our hotline number 023 980 888.

**Settings:** User can view and manage other settings in the application such as Change PIN, Manage Limits, Activate Touch ID, Manage Templates, and Manage Billers.