

## RHB Pay Anyone™ – for Senders

- 1.1 Definitions and Interpretations: The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

“**Passcode**” means a list of numeric digits provided to the recipient by the sender in order to facilitate the recipient of RHB Pay Anyone™-Payment collection.

“**The Bank**” means RHB Indochina Bank Limited (Company No: 00001812), a public limited company incorporated under the laws of the Kingdom of Cambodia and licensed to undertake banking business by the National Bank of Cambodia, having its registered office at No. 263, Preah Ang Duong Street, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia and includes its subsidiaries, successors-in-title and assigns and where applicable, any one of them

“**RHB Pay Anyone™ Service**”, a service by which the Sender requests the Bank to make a payment available for the recipient to collect via either RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection.

“**RHB Pay Anyone™ Payment**” means a transaction for the transfer of funds by the Sender from the Sender’s account maintained with the bank to the recipient using the RHB Pay Anyone™ Service.

“**RHB Pay Anyone™ Web Collection**” means the transfer of the RHB Pay Anyone™ Payment into the recipient account maintained with any participating bank within the Fast Payment System via <https://rhbnow.rhbgroup.com/kh/payanyone/>

“**RHBNow Mobile App Collection**” means the transfer of the RHB Pay Anyone™ Payment into the recipient account maintained with any participating bank within the Fast Payment System via the RHB Mobile App collection module.

“**Privacy Policy**” means the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank websites respectively or in such manner as the Bank deems appropriate.

“**You**” means the sender. The sender is the person who performs the RHB Pay Anyone™ Transaction and requests that the RHB Pay Anyone™ Payment to be made available for the recipient to collect.

- 1.2 You must accept and agree to these terms and conditions before using the RHB Pay Anyone™ Service. By successfully registering as RHB Internet Banking and/or Mobile Banking user and accessing to the Services thereto, it will be your acknowledgement and agreement that these terms and conditions are binding on you and constitute an agreement between you, the Customer, and us, **RHB Indochina Bank Limited** (“the Bank”), for such access and/or use.
- 1.3 The RHB Pay Anyone™ Service allows you to transfer funds to a recipient through a registered Cambodian mobile number, Email or Facebook account. Collection of such funds by the Recipient can be made via RHB Pay Anyone™ Web Collection or RHBNow

Mobile Banking Application Collection. To be eligible to use the RHB Pay Anyone™ Service, you will need to:-

- i. be a customer of the Bank and be a valid RHBNow Internet Banking and/or Mobile Banking user;
- ii. have installed the RHBNow Mobile App on your smartphone;
- iii. have a valid and active personal current or savings account with the Bank;
- iv. comply to these terms and conditions.

1.4 If you wish to carry out a RHB Pay Anyone™ transaction, you shall submit a transaction request to initiate the RHB Pay Anyone™ transaction through the RHBNow Mobile App, depending on the contact details provided by you, the Bank will then send a notification through Short Message Service (SMS), Email or Private Facebook Wall Post to the Recipient notifying them that the RHB Pay Anyone™ payment from you is available for their collection. To submit a transaction request, you will need to:-

- i. provide information as may be requested by the Bank (including the Recipients contact details); and
- ii. receive a nine (9) digits Passcode from the Bank by SMS which is to be used by the Recipient to collect the payment amount in relation to the RHB Pay Anyone™ transaction.  
This Passcode will expire within three (3) days from the time that the transaction request is accepted by the Bank (“Validity Period”). This information is stated on the Transfer Details page given to you upon –your submission of your transaction request.

1.5 Please ensure the information provided is accurate. Once the RHB Pay Anyone™ transaction request has been submitted, you will not be able to withdraw, cancel or make any changes to your transaction request.

1.6 The Bank shall be entitled at its discretion to delay, block or refuse to process or to cancel any RHB Pay Anyone™ transaction request and shall not be required to give any reasons whatsoever for such delay, blockage, refusal and/or cancellation.

1.7 RHB Pay Anyone™ transaction will be processed to your account on the same day. Pending for the Recipient collection, your account will be earmarked for the amount of the payment (“Earmarked Amount”). The Earmarked Amount will be released back to your account at the end of three (3) days from the day that the transaction request is accepted by the bank (“Validity Period”) if the Recipient does not collect the said RHB Pay Anyone™ Payment.

1.8 For RHB Pay Anyone™ Web Collection by the Recipient:-

- i. The Recipient would require a Passcode in order to collect the RHB Pay Anyone™ Payment.
- ii. The Passcode is notified via SMS to you by the Bank upon confirmation of your RHB Pay Anyone™ transaction
- iii. You shall provide the Passcode via a call to the Recipient only. You shall not:
  - a. Disclose the Passcode to any person other than the Recipient;
  - b. Allow any person other than the Recipient to see, or overhear you providing the Passcode;
  - c. Record the Passcode anywhere that is liable to loss, theft or abuse;
- iv. If the Passcode is provided to any person other than the Recipient, that person may

- v. be able to collect the Recipient's RHB Pay Anyone™ Payment.
- v. Upon providing the Passcode to the Recipient, the Recipient is then required to log on to <https://rhbnow.rhbgroup.com/kh/payanyone/> and complete the following fields:
  - a. Select Collection Method, whether by i) Mobile ii) Email or iii) Facebook based on the instruction received
  - b. Key in either i) Mobile Phone Number ii) Email Address or iii) Facebook ID
  - c. Key in the Passcode
  - d. Key in the bank account details they wish the RHB Pay Anyone™ Payment to be deposited into.
- vi. If any of the above details are entered incorrectly, the collection of the RHB Pay Anyone™ Payment may be unsuccessful. All details entered by the Recipient on <https://rhbnow.rhbgroup.com/kh/payanyone/> must be correct and accurate. During the course of processing the RHB Pay Anyone™ Payment, the Bank does not and shall not be obliged to ensure the accuracy and/or the validity of the account number given by the Recipient.
- vii. If the Recipient fails to collect the RHB Pay Anyone™ Payment within three (3) days from the day of the transaction request is accepted by the bank, the Earmarked Amount shall be released back to your account, and the Recipient will not be able to collect the RHB Pay Anyone™ Payment subsequently.
- viii. The Bank shall notify you via SMS upon every successful RHB Pay Anyone™ Payment. In the event that the Recipient fails to collect the RHB Pay Anyone™ Payment within three (3) days, the Bank shall also notify you for every uncollected RHB Pay Anyone™ Payment.

1.9 For RHBNow Mobile App Collection by the Recipient:-

- i. The Recipient would require a Passcode in order to collect the RHB Pay Anyone™ Payment.
- ii. The Passcode is notified via SMS to you by the Bank upon confirmation of your RHB Pay Anyone™ transaction
- iii. You must provide the Passcode via a call to the Recipient only. You must not:
  - a. Disclose the Passcode to any person other than the Recipient
  - b. Allow any person other than the Recipient to see, or overhear you providing the Passcode
  - c. Record the Passcode anywhere that is liable to loss, theft or abuse
- iv. If the Passcode is provided to any person other than the Recipient, that -person may be able to collect the Recipient's RHB Pay Anyone™ Payment.
- v. Upon providing the Passcode to the Recipient, the Recipient is then required to download the RHBNow Mobile App from App Store or Play Store and select "RHB Pay Anyone™ and complete the following fields:
  - a. Select Collection Method, whether by i) Mobile ii) Email or iii) Facebook base on instructions received;
  - b. Key in either i) Mobile Phone Number ii) Email or iii) Facebook ID;
  - c. Key in the Passcode;
- vi. If any of the above details are entered incorrectly, the collection of the RHB Pay Anyone™ Payment may be unsuccessful. All details entered by the Recipient on RHBNow Mobile App Collection must be correct and accurate. During the course of processing the RHB Pay Anyone™ Payment, the Bank does not and shall not be obliged to ensure the accuracy and/or the validity of the account number given by the Recipient.
- vii. If the Recipient fails to collect the RHB Pay Anyone™ Payment within three (3) days from the day of transaction request is accepted by the bank, the Earmarked Amount will be released back to your account, and the Recipient will not be able to collect the RHB Pay Anyone™ Payment subsequently.

1.10 You agree to advise the Recipient that you have provided the Bank with their mobile phone number / Email Address / Facebook ID for the purpose of notifying them of the RHB Pay Anyone™ Payment.

- 1.11 It is your responsibility to ensure that the details provided by you are correct otherwise your RHB Pay Anyone™ Payment may be unsuccessful or may be paid to an unintended person. The Bank will not verify that the details provided by you are correct.
- 1.12 If the Recipient intends to dispute any unsuccessful RHB Pay Anyone™ Payment and/or the collection amount of RHB Pay Anyone™ Payment, the Recipient shall contact you directly.
- 1.13 The Bank is not liable for any loss to you or the Recipient as a result of:
- i. You disclosing the Passcode to any person other than the Recipient. YOUR PASSCODE IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE RECIPIENT. YOU ARE CAUTIONED AGAINST SENDING RHB PAY ANYONE™ PAYMENT TO ANY UNKNOWN PERSON. IN NO EVENT SHALL RHB BANK BE LIABLE IF YOU COMMUNICATE PASSCODE TO ANY PERSON OTHER THAN THE RECIPIENT.
  - ii. You failing to provide the Passcode to the Recipient.
  - iii. You failing to understand how to operate / utilize this service or fail to exercise due care in ensuring the security of the Passcode and other information.
- 1.14 The Bank is NOT liable for any loss(es) or damage(s) suffered by any person resulting from:-
- i. Any failure or delay by you to provide the Recipient the correct Passcode for RHB Pay Anyone™ Payment collection;
  - ii. If any person other than the Recipient becomes aware of the Passcode other than as a result of the fraudulent or negligent conduct of the Bank's employees or agents;
  - iii. If the Passcode entered by the Recipient during the collection of the RHB Pay Anyone™ Payment is incorrect;
  - iv. If the Bank delays, blocks or refuses to process any RHB Pay Anyone™ Payment for any reason; and
  - v. IN NO EVENT SHALL THE BANK BE LIABLE FOR NON-DELIVERY OR DELAY OF ANY NOTIFICATION MESSAGE TO YOU OR THE RECIPIENT.
- 1.15 The transaction amount that may be transferred by you (whether pursuant to a single or multiple transaction requests) is subject to an aggregate maximum daily limit of USD1,000.00 only. This maximum daily RHB Pay Anyone™ limit is a sub-limit of the Bank's Fast Payment limit. This is the maximum allowable limit and this limit will be reset at midnight (Cambodian time) daily. The Bank may, in its discretion, alter any limit or impose additional limits on the transaction amount(s) that may be transferred by you, whether on a per transaction basis or and aggregated basis, by giving prior notice to you.
- 1.16 You acknowledge and agree that for the purpose of the RHB Pay Anyone™ Service, the RHBNow Mobile App will be accessing and using the information in your Facebook account and/or the contact details (for example Recipient name, mobile phone number, email address) stored on your mobile phone, and you hereby consent the Bank to access and use such information for the provision of the RHB Pay Anyone™ Service and authorize the Bank to contact your designated Recipient(s) using such information (including through private Facebook wall post via your Facebook account) on your behalf.
- 1.17 The Bank reserves the right to impose charges of USD1.00 or to revise at any time such charges for the use of the RHB Pay Anyone™ Service and/or the Application upon written notification to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the RHBNow Mobile App or submit any transaction request after such notification, you shall be deemed to have agreed to and accepted such charges or revision to such charges.
- 1.18 SMS Transmission in relation to RHB Pay Anyone™
- i. The Bank and/or its service provider is not responsible for and does not have any

control whatsoever on the SMS traffic congestion, network failure and/or interruptions that may be experienced by your respective mobile network service provider during the process of sending SMS to you which may result in the non-delivery or delay of SMS transmission after your request for the RHB Pay Anyone™ transaction.

- ii. You are responsible to ensure that your contact details as well as the Recipient's (in the case of RHB Pay Anyone™ Payment) are updated, accurate and complete, failing which, the Bank and/or its service provider shall not be liable for non-receipt of SMS after your request for the RHB Pay Anyone™ transaction.
- iii. The Bank and/or its service provider shall not be held liable or responsible if your and/or your Recipient's mobile network service provider is unable to support receiving any SMS from the Bank due to any reason whatsoever and you are responsible to ensure that your and/or your Recipient's (for RHB Pay Anyone™ Payment) mobile network service provider are able to support receiving SMS messages from the Bank and/or its service provider before using the RHB Pay Anyone™ Services

#### 1.19 Indemnity

You agree and acknowledge that the Bank does not make any warranties or representations of any kind whatsoever with respect to the RHBNow Mobile App and/or RHB Pay Anyone™ Service provided by the Bank, whether express or implied and not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision herein whether suffered by you or any other person.

### **RHB Pay Anyone™ – for Recipients**

These RHB Pay Anyone™ Payment collection terms and conditions govern your use via RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection to collect an RHB Pay Anyone™ Payment made to you by the Sender.

- 1.20 Definitions and Interpretation The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

**“Passcode”** means a list of numeric digits provided to you by the Sender in order to facilitate your RHB Pay Anyone™ Payment collection.

**“The Bank”** means RHB Indochina Bank Limited (Company No: 00001812), a public limited company incorporated under the laws of the Kingdom of Cambodia and licensed to undertake banking business by the National Bank of Cambodia, having its registered office at No. 263, Preah Ang Duong Street, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia and includes its subsidiaries, successors-in-title and assigns and where applicable, any one of them

**“Sender”** means the person who performs an RHB Pay Anyone™ transaction and requests that an RHB Pay Anyone™ Payment to be made available for you to collect”

**“RHB Pay Anyone™ Service”**, a service by which the Sender requests the Bank to make available a payment for you to collect via RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection.

**“RHB Pay Anyone™ Payment”** means a transaction for the transfer of funds by the Sender from the Sender’s account maintained with the Bank to you using the RHB Pay Anyone™ Service.

**“RHB Pay Anyone™ Web Collection”** means the transfer of the RHB Pay Anyone™ Payment into your account maintained with any participating bank within the Fast Payment System via <https://rhbnow.rhbgroup.com/kh/payanyone/>

**“RHBNow Mobile App Collection”** means the transfer of the RHB Pay Anyone™ Payment into your account maintained with any participating bank within the Fast Payment System network via the RHBNow Mobile App Collection module.

**“Privacy Policy”** the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank websites respectively or in such manner as the Bank deems appropriate.

**“You”** means the recipient of the RHB Pay Anyone™ Payment who receives a Short Messaging Service (“SMS”), Email or Private Facebook Wall Post from the Bank notifying that the RHB Pay Anyone™ Payment is available for collection via RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection.

#### 1.21 Collection of RHB Pay Anyone™ Payment

- i) You will be notified by the Bank that a RHB Pay Anyone™ Payment is available for you to collect either by a SMS / Email / Private Facebook Wall Post. The Bank will use all reasonable endeavours to send such SMS / Email / Private Facebook Wall Post, as soon as possible after the Sender have completely performed the RHB Pay Anyone™ transaction. However, the Bank is not liable for any delay in sending this SMS / Email / Private Facebook Wall Post to you.
- ii) For you to collect the RHB Pay Anyone™ Payment, the Sender must advise you on the collection instructions including a Passcode via a call to you.
- iii) To collect the RHB Pay Anyone™ Payment via RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection, you must enter:
  - a. The Passcode;
  - b. Your mobile phone number / Email / Facebook ID;
  - c. The details of your account number that you wish the RHB Pay Anyone™ Payment to be deposited into.

- iv) If you do not enter the information required as specified in Clauses iii (c), your collection of the RHB Pay Anyone™ Payment may be unsuccessful.
- v) All details entered by you must be correct. In processing the RHB Pay Anyone™ Payments either via RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection, the Bank does not and shall not be obliged to check whether the account number entered by you is accurate and/or matches the account name or details provided. To the extent permitted by law, the Bank is not liable for any loss(es) or damage(s) arising from any error in instructions given by you resulting in your non-receipt of the RHB Pay Anyone™ Payment.
- vi) You shall successfully collect the RHB Pay Anyone™ Payment within three (3) days from transaction date as indicated here in the terms and conditions as the ("Validity Period"). If you do not successfully collect the RHB Pay Anyone™ Payment within the Validity Period, the request for the RHB Pay Anyone™ Payment shall automatically lapse and the funds will remain the property of the Sender. You will not be able to collect the RHB Pay Anyone™ Payment after the Validity Period.
- vii) Prior to the processing of your collection of the RHB Pay Anyone™ Payment by the Bank, the funds which are the subject of a RHB Pay Anyone™ Payment remains at all times the property of the Sender, and the Bank may cancel the authority for you to collect the RHB Pay Anyone™ Payment at any time prior to processing.
- viii) If your collection of the RHB Pay Anyone™ Payment via RHB Pay Anyone™ Web Collection or RHBNow Mobile App Collection is successful, the RHB Pay Anyone™ Payment is credited into your designated bank account via Fast Payment.
- ix) You must not:
  - a. Disclose the Passcode to any other person; or
  - b. Record the Passcode anywhere that is liable to loss, theft or abuse.
- x) The Bank is not liable:
  - a. For any failure or delay by the Sender to provide you with the correct transaction data to collect the RHB Pay Anyone™ Payment (including the Passcode);
  - b. If any other person becomes aware of the Passcode;
  - c. If the Passcode or account details entered by you are incorrect;
  - d. If RHB Bank cancels the RHB Pay Anyone™ Payment prior to the processing of your collection; and
  - e. If RHB Bank delays, blocks or refuses to process the RHB Pay Anyone™ Payment for any reason.
- xi) You must contact the Sender if the RHB Pay Anyone™ Payment is not available for you to collect or you wish to dispute the amount of the RHB Pay Anyone™ Payment.

#### 1.22 Consent to Process Personal Information

- i. The Bank is collecting your personal information (for example your mobile phone number, email address, Facebook ID and/or bank account details) to enable it to process your collection of the RHB Pay Anyone™ Payment. Without this information the Bank may not be able to process your collection of the RHB Pay Anyone™ Payment.
- ii. You hereby agree and consent to the holding, collection and use of all personal data provided to the Bank from the public domain, as well as personal data that arises as a result of the provision of the RHB Pay Anyone™ Payment service to you in accordance with the Privacy Policy of the Bank as may be amended from time to time.

#### 1.23 Indemnity You agree and acknowledge that the Bank does not make any warranties or representations of any kind whatsoever with respect to the RHBNow Mobile App and/or RHB Pay Anyone™ Service provided by the Bank, whether express or implied and not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision herein whether suffered by you or any other person.