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Terms and Conditions of using KB PRASAC Merchant

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1. Introduction

- 1.1. The General Terms and Conditions of Using KB PRASAC Merchant, hereinafter called "Terms and Conditions", are an agreement between you and KB PRASAC Bank Plc., hereinafter called "KB PRASAC", in relation to the use of KB PRASAC Merchant and to be a Merchant of KB PRASAC.
- 1.2. Please read these Terms and Conditions carefully before you click "Agree" to continue with the registration process for using the KB PRASAC Merchant.
- 1.3. When you click "Agree", it means that you have read, understood, and agreed to abide by all of the terms set in this Terms and Conditions, including the "General Terms of Use of KB PRASAC Products and Services" and that you agree to be solely responsible for any use of the KB PRASAC Merchant and to be a Merchant of KB PRASAC.
- 1.4. The terms of use are effective from the time the KB PRASAC Merchant App is installed on your smart phone until the application is uninstalled or until you request a written termination.
- 1.5. The terms of use allow you to access KB PRASAC Merchant in the following methods and for the following purposes:
 - a) Download and install KB PRASAC Merchant App on your smart phone.
 - b) Receive payment by displaying and scanning KHQR code via your smart phone, scanning KHQR's standee, lanyard provided by KB PRASAC, or other non-cash payment methods that are convenient, secure and modern.
- 1.6. The scope of the terms of use includes regular updates and all new amendments to the KB PRASAC Merchant. By agreeing to install updates or new amendments to this application, you agree to the terms for updates and related new amendments.

2. Key Word Definition

❖ You : Refers to customers who are account holders or business owners who have registered to use the KB PRASAC Merchant.

❖ Agreement : Refers to a legal agreement and contract between you and KB
 PRASAC Bank Plc. This agreement sets out the use of KB PRASAC

Merchant for those who have registered.

KB PRASAC Merchant : Refers to a service that KB PRASAC provides to merchants to
 Service : Refers to a service that KB PRASAC provides to merchants to
 facilitate their business operation, especially by enabling in

payment through scanning the KHQR Code.

* KB PRASAC Merchant : Refers to an application that allows clients to download it from the

App Store/Play Store on their smartphones, register as KB PRASAC merchants by themselves, and manage their business on the

application easily, efficiently, and at any time.

Merchant : Refers to a business owner who sells products or services.

Terms and Conditions of using KB PRASAC Merchant | Version 2 ❖ Co-Merchant : Refers to a business partner or co-business owner of a shop or wholesale shop or retail shop or restaurant or hotel etc. who has an account at KB PRASAC and registered to use the KB PRASAC Merchant for tracking sale performance and receiving payments. Supervisor : Refers to an employee hired by the merchant to manage a shop or service, etc., and is authorized by the merchant to register to use the KB PRASAC Merchant as a Supervisor. Cashier : Refers to an employee hired by the merchant to receive payment for goods or services in the shop or service, etc., and is authorized by the merchant to register to use the KB PRASAC Merchant as a Cashier. Counter : is a place where customers pay for goods or services that are purchased or used in cash or cashless by scanning KHQR Code. KHQR : KHQR is a representation of your account number, or another party (Khmer Quick Respond used to receive money or payment for goods/services via KHQR Code) Code Scanning function. Account : Refers to Savings Account that you opened with KB PRASAC such as Merchant Savings Account or Savings Account or Unfixed Deposit Account or Flexi Growth Savings Account or Current Account or Premium Current Account etc. ❖ Individual Account : An account opened for Individual Customer used to make transactions according to personal needs. ❖ Individual Signal Account: An Individual Account type with single account holder. Joint Account : An Individual Account with 2 or more joint account holders. Corporate Account : An Account opened for Corporate Customer (opening an account under the name of the Institution) to use and to make cash

transactions according to their needs.
 PIN : A 6 Digits Number that is determined by you when you register for using KB PRASAC Merchant. This PIN is used to log in to KB PRASAC

Merchant.

❖ OTP : Is a One-Time Password, which is another 6 Digits that is generated

automatically by the system and sent to your Mobile Phone Number to approve registration for using KB PRASAC Merchant.

This OTP is valid for only one time use or for one transaction.

❖ Fingerprint / : Refers to the security system of Fingerprint or Facial Recognition

scanning on smart phones to identify customers when accessing smart phone or KB PRASAC Merchant on top of the use of a Password. You can restrict access to the KB PRASAC Merchant by using Fingerprint / Facial Recognition scanning unless you have set

this security to access your smart phone in advance.

Facial Recognition

* Reversal : Refers to the refund transaction to the customer in case of

overpayment or duplication or a request for payment transaction cancellation from the customer who purchased the goods or used

other services within the same day.

❖ Sale Statement : A record of sale transactions in or out of the account that you can

check via KB PRASAC Merchant.

❖ Force Majeure : Refers to any act that occurs outside the will unpredictably and

unbearably, or does not allow one or both parties to continue to perform their duties normally, such as volcanic eruptions, floods,

earthquakes, hurricanes, terrorism, riots, wars, etc.

3. Function in KB PRASAC Merchant

KB PRASAC Merchant Self-Registration for customer who has an account such as:

- Individual Single Account or
- Join Account with account operating condition "Anyone to Sign"
- Corporate Account
- Self-create shop easily
- Self-linked the account for payment of goods and services
- Convert Savings Account or Unfixed Deposit Account or Flexi Growth Savings Account or Digital Account to Merchant Savings Account
- Manage, organize and assign employee according to the roles such as Co-Merchant, Supervisor and Cashier.
- Employee replacement (Add or Remove) such as Co-Merchant, Supervisor and Cashier.
- Enable or disable counter
- Enable or disable shop
- Update shop name or other information
- Enable or disable Reversal function
- Enable or disable Tipping function
- View Sales Statement of each employee by counter as daily, monthly or other schedule
- Material Requesting as KHQR Code from KB PRASAC
- Receiving payment of goods/services by scanning KHQR Code (Intra-bank or interbank)
- Share KHQR Code and Deep link
- Change PIN
- New PIN Reset (In case of forgetting PIN)
- Other functions.

4. KB PRASAC Merchant Registration

4.1. Registration Requirement Conditions

- a) Individual Customer or Legal Entity
- b) Must have settlement accounts with KB PRASAC (Individual Single Account or Join Account or Legal Entity Account)

- c) Must have a Smart Phone running on iOS or Android and a fully licensed personal Phone Number, your smart phone device and sim card number must be plugged-in together.
- d) Required to download and install KB PRASAC Merchant App on your smart phone with a valid Phone Number which was registered with KB PRASAC at the time of account opening or the latest update information with KB PRASAC.
- e) Required to enter some necessary information such as **Phone Number** and **Account Number** correctly by following our registration guideline.
- f) Required to set up your own **6-digits PIN** to access KB PRASAC Merchant and/or set up **Fingerprint**/ Facial Recognition in terms of security improvement to access KB PRASAC Merchant.
- g) Agree with Terms and Condition of using KB PRASAC Merchant.
- **4.2.** During the process of registration to use KB PRASAC Merchant, you will receive an **OTP** with 6-digits sends by system to your phone number which was registered with KB PRASAC the latest, to indicate the approval of the registration of KB PRASAC Merchant.
- **4.3.** After successful registration, you are able to use KB PRASAC Merchant for every functions.

4.4. Setting up a Business or Shop

- 4.4.1. You can create unlimited business/shop in KB PRASAC Merchant.
- 4.4.2. In case you have a lot of shops, the name of each shop is set differently in KB PRASAC Merchant. You can set the shop name plus first branch or others.
- 4.4.3. You can assign employees to manage the shop such as Co-Merchant, Supervisor, Cashier without limit and enjoy flexibility according to the actual business needs.

4.5. Linked Account with KB PRASAC Merchant

- 4.5.1. You are required to link 2 accounts for one shop with different account currencies: KHR and USD. You cannot link an account with the same currency for one shop.
- 4.5.2. Be an active account and can be an Individual Account or Join Account or Legal Entities Account
- 4.5.3. Able to link the 02 Accounts with one business or shop or other shops with unlimited.
- 4.5.4. The person who has the right to link accounts to KB PRASAC Merchant App is the Account Holder or Account Signatory.

5. Requesting and Acceptance a KHQR Code and related Materials

- 5.1. You can request a KHQR Code from KB PRASAC via KB PRASAC Merchant for each shop with an unlimited number of requests, types, and acceptances as the following conditions:
 - a) Code Type: Table Standee, lanyard, A6 Sticker
 - b) Number of KHQR Code: Unlimited and request according to actual needs.
 - c) Acceptance/Receiver: Delivery or pick up at KB PRASAC Branch.
- 5.2. You are required to check the provided KHQR Code's information before accepting.

5.3. Any acceptance KHQR Code with incorrect information from what you requested shall be your own responsibility.

6. Payment of goods/services

- 6.1. Able to receive payment from all customers (KB PRASAC's customers and other banks' customers) by scanning the KHQR code that was generated by the KB PRASAC Merchant.
- 6.2. Able to receive payment from all customers by scanning KHQR Code in the standee or lanyard or sticker or bill holder that was requested at KB PRASAC.
- 6.3. Able to set amount for receiving payment in the KHQR Code that was created from KB PRASAC Merchant.

7. Payment from KB PRASAC

- 7.1. KB PRASAC will immediately settle for any transactions received by scanning KHQR Code into your account.
- 7.2. KB PRASAC has the right to freeze any disputed payments or irregular transactions in accordance with KB PRASAC policies and applicable law.
- 7.3. You hereby authorize KB PRASAC to settle the amount by debiting automatically from your account as the following cases:
 - Fees which are notified to you by KB PRASAC
 - Cash Reversal to KB PRASAC, if any
 - The amount that KB PRASAC deposited into your account confusedly
 - Transaction amount that sender or payer refuses to pay, and you do not have enough supporting documents or lately provide those supporting documents after prior notice by KB PRASAC.
 - Transaction amount that sender or payer or KB PRASAC does not recognize because it's
 a fraudulent transaction that you do not have sales supporting documents or with
 fraudulent documents, etc.

8. Verifying Transactions

- 8.1. You must frequently verify your transactions and account statement. If there is any incorrect case, you shall notify to KB PRASAC immediately.
- 8.2. If there are incorrect payment transactions from KB PRASAC, you shall notify KB PRASAC and attach an invoice or other relevant sale documents (if any) to verify the transactions.

9. Operating Hours

9.1. You can perform transaction via KB PRASAC Merchant within 24 hours a day, 7 days a week (24/7) unless receiving a notice on the service temporary suspension from KB PRASAC.

- 9.2. KB PRASAC will notify you in case of any interruption of operation to repair or update the system.
- 9.3. KB PRASAC reserves the right to suspend operations if any issues arises or necessary cases.

10. Currency and Exchange Rate

- 10.1. Financial transaction via KB PRASAC Merchant can be performed in 02 (two) currencies as below:
 - Khmer Riel (KHR) and
 - US Dollars (USD)
- 10.2. The cross-currency transactions will be automatically defined based on the exchange rate of KB PRASAC on the date and time of that transaction.

11. Transaction Limitation and Fee

- 11.1. You can find information on fees and/or limit on KB PRASAC official website and/or KB PRASAC branches and/or KB PRASAC Merchant.
- 11.2. You agree to pay for all applicable fees related to the use of and/or any transactions performed via KB PRASAC Merchant and agree to allow KB PRASAC to settle the fee by debiting directly from your account without any notice.

12. Notification

You will receive notification via KB PRASAC Merchant about payment transactions and other notifications, unless there is a system malfunction.

13. Other Special Features of using KB PRASAC Merchant

If you enter the wrong PIN or OTP code 3 times, the KB PRASAC Merchant will be blocked within 5 minutes. If you enter the wrong PIN a second time, the detention period will be doubled from the first detention period. You can contact KB PRASAC via 023/086 999 911 or visit any KB PRASAC branch to unblock.

14. Termination KB PRASAC Merchant

You are able to terminate your KB PRASAC Merchant by submitting your written request at any nearest KB PRASAC Branch.

15. Convert Account Type

- 15.1. You, as Individual Account holder and Single Account are able to change your Deposit Account type from Savings Account/Unfixed Deposit Account/Flexi Growth Savings Account/Digital Account to a Merchant Savings Account by yourself via KB PRASAC Merchant.
- 15.2. After successfully changing your account via KB PRASAC Merchant, you agree to abide by and correctly use of Merchant Savings Account and all Terms and Conditions governing the use of

- Merchant Savings Account, which have been made available at KB PRASAC office and KB PRASAC official website.
- 15.3. The transactions received via KB PRASAC Merchant will be debited automatically to Merchant Savings Account.

16. Security Tips

16.1. Security Tips of Smart Phone

- 16.1.1. Please set your own password or set up Fingerprint / Facial Recognition to protect your Smart Phone from unauthorized login or access.
- 16.1.2. Do not provide or disclose your password or allow anyone to set up Fingerprint / Facial Recognition or access your Smart Phone instead of you, even if that person is Joint Account Holder or relative or friend or KB PRASAC's staff.
- 16.1.3. Do not note your password on your phone to log in to your smart phone.
- 16.1.4. Make sure that no one is nearby when you enter your password to access the Smart Phone.
- 16.1.5. Please change your Password frequently or in case of suspicion case that your Password is known by anyone.
- 16.1.6. Do not use your Smart Phone installed with KB PRASAC Merchant by using public Wi-Fi or a shared network to avoid hacking.
- 16.1.7. Do not connect to any system or install unknown applications/software on the Smart Phone. In case you have connected, please disconnect or delete and clean it immediately to avoid any infection or fraud (Virus and/or Hacker).
- 16.1.8. You must download, install and update KB PRASAC Merchant app via Play Store or App Store on your Smart Phone.
- 16.1.9. Do not leave your Smart Phone connected to KB PRASAC Merchant unattended at public venues, and immediately lock the Phone after using it.
- 16.1.10. In case you sell or repair or transfer your Smart Phone to another person, you must uninstall/delete KB PRASAC Merchant or other relevant information from your phone in advance.
- 16.1.11. If your Smart Phone is lost or it is suspected that anyone has known your Password to access your Smart Phone, please notify KB PRASAC immediately via 023/086 999 911 to block KB PRASAC Merchant or take other technical process to prevent fraud.

16.2. Security Tips of PIN

- 16.2.1. Please remember your PIN and do not write or let anyone else know.
- 16.2.2. Please keep your PIN or OTP and other information secret. Any damage arising out of the negligence of the above confidential information will be your sole responsibility.

- 16.2.3. Do not share or send your PIN or OTP or other information to anyone else, either verbal or via email, Facebook Messenger, or Telegram etc.
- 16.2.4. Do not use your date of birth or phone number or account number or ID card number or any number that is easy to remember or guessable (Ex: 111111 or 123456...) as your PIN to KB PRASAC Merchant.
- 16.2.5. If there is any notice that your PIN envelope has been torn, please contact the nearest KB PRASAC branch immediately.
- 16.2.6. Please ensure that no one is nearby you when you enter your PIN to access KB PRASAC Merchant.
- 16.2.7. Please change your PIN frequently and in case of suspicion that your PIN is known by others.
- 16.2.8. You shall set PIN to access KB PRASAC Merchant differently from the Password to access your Smart Phone.
- 16.2.9. Notify KB PRASAC immediately if you forget your PIN or suspect someone else knows.

16.3. Fraudulent E-mail and SMS

- 16.3.1. Beware of scamming from phone number, email, website, pop-up window or message that trick you into entering your important information such as PIN, OTP, phone number, date of birth or other personal information.
- 16.3.2. KB PRASAC will never ask you to disclose your PIN and/or OTP for accessing to KB PRASAC Merchant, either verbal, phone call, email or by any means.
- 16.3.3. If you receive a hoax email or message or phone call requesting for the above information, please delete or reject it immediately and/or do not click on any link or open any attachment within the email.
- 16.3.4. If you have any question or doubt on any website or email, please contact us via info@kbprasacbank.com.kh or call 023/086 999 911.

17. Rights and Obligations of Client

- 17.1. Arrange a suitable location to display the KB PRASAC KHQR Code to provide payers with convenience and security when performing payment transactions of goods or services.
- 17.2. Shall cooperate on public advertisement for payment service via KB PRASAC Merchant or KB PRASAC KHQR Code to your customers.
- 17.3. You have to ensure that all information provided to KB PRASAC is true and up-to-date. If the information is incorrect, you are fully responsible before the law.
- 17.4. Any transactions made via KB PRASAC Merchant must comply to all Terms and Conditions of Use agreed by KB PRASAC and in accordance with your actual business type.

- 17.5. You have to ensure that you do not sell counterfeit products or goods to customers who have paid via KB PRASAC Merchant or KB PRASAC KHQR Code. In case of any complaints, you are responsible before the lase of Cambodia.
- 17.6. All information and other references must be kept confidential, except in case requested by KB PRASAC.
- 17.7. Do not perform or cooperate with a perpetrator in equipping tools to skim the important information of KB PRASAC Merchant or other KB PRASAC applications.
- 17.8. You need to check the fees and detailed payment information carefully before confirming the reversal in KB PRASAC Merchant. Any incorrect payment reversal, overpayment or underpayment shall be your own responsibility.
- 17.9. You allow to settle payment to KB PRASAC the amount based on the damage and expenditures, incurred by not complying with the applicable law or these terms and conditions or General Terms and Conditions on using of KB PRASAC's Products and Service.
- 17.10. You are fully responsible for using KB PRASAC Merchant. In case there is loss of fund in your personal account or account of another person, whether intentionally or unintentionally or by negligence or by trial, navigation, data fraud, direct or indirect fraud or involvement with the others, you are responsible before the law of Cambodia.
- 17.11. You allow KB PRASAC to settle the payment unconditionally in case of any complaint/claim to be responsible for the losses or any expenditures that KB PRASAC is responsible for as the result of any improper transactions of payment services via KB PRASAC Merchant due to your violation over the terms and conditions of the services including but not limited to failure of any prevention or without permission or fake transaction, etc.
- 17.12. You must ensure the security of keeping your mobile phone and other confidential information for accessing KB PRASAC Merchant such as passwords and personal information, etc.
- 17.13. You must ensure that you have installed or updated the **KB PRASAC Merchant** directly from Play Store or App Store and ensure that you use the latest version of KB PRASAC Merchant.
- 17.14. You shall notify KB PRASAC in written in a timely manner in case of changing phone number, email, and/or any personal information provided to KB PRASAC. Any loss or delay that may result from failure to notify KB PRASAC is your sole responsibility.
- 17.15. You shall not make any illegal transactions or prohibited business activity via KB PRASAC Merchant.
- 17.16. You are entitled to verify information in the account statement and ask KB PRASAC if there is any irregularity that may arise.
- 17.17. With shop management, you are able to create many shops by adding or closing as per your needs. You can allow your Cashier to access KB PRASAC Merchant via your referral code and able to view the sales of each shop or counter.

- 17.18. In case you have any problems related to the use of KB PRASAC Merchant, you shall immediately notify KB PRASAC via 023/086 999 911.
- 17.19. You have to ensure that all your employees assigned to access KB PRASAC Merchant are legal persons and have full rights to use KB PRASAC Merchant.
- 17.20. You have to abide by all **Terms and Conditions on using of KB PRASAC Merchant**.

18. Rights and Obligations of KB PRASAC

- 18.1. KB PRASAC has the right to review and verify your background and decide whether to allow you to use KB PRASAC Merchant.
- 18.2. KB PRASAC will implement the transaction instruction via KB PRASAC Merchant, but KB PRASAC will not be responsible in case you enter incorrect information or account number or surplus or deficiency balance etc.
- 18.3. KB PRASAC has the right to cooperate with local authorities to investigate, freeze, or stop your KB PRASAC Merchant, abiding by the applicable law/regulation or court order.
- 18.4. KB PRASAC will keep your information confidential except there is your consent, a requirement by law or a court order to disclose such confidential information.
- 18.5. KB PRASAC reserves the right to amend or set up the monthly, annual, and/or relevant fees for using and/or performing transactions via KB PRASAC Merchant according to the conditions of businesses.
- 18.6. KB PRASAC reserves the right to regularly upgrade the KB PRASAC Merchant to the latest version by:
 - Adding new functions according to market and/or technology trends or
 - Removing or suspending any function if any problem occurs that may affect the Core Banking System or system maintenance or others.
- 18.7. In some circumstances, KB PRASAC may persuade you to update your current KB PRASAC Merchant to latest version for security improvement and consistency of KB PRASAC Merchant.
- 18.8. If KB PRASAC Merchant cannot be operated due to force majeure, KB PRASAC will assist you with solutions or assistance according to the accurate reasons but will not be responsible for those cases.
- 18.9. KB PRASAC has the right to suspend transactions when there is issue and necessity.
- 18.10. PRASAC provides service consultation and reporting of any forgotten PIN or any occurring issue via 023/086 999 911.

19. Service Fee, Limitation, Other Conditions Amendment and Notifications

19.1. KB PRASAC reserves the right to amend the service fees, limitations, and/or conditions related to KB PRASAC Merchant by prior notice to you as required by law.

- 19.2. During the period of the above notification, in the absence of any objection from you, it shall be deemed that you have approved and accepted the amendment immediately after the amendment takes effect, which is published through channels below:
 - a) KB PRASAC Office and/or
 - b) KB PRASAC Official Website and/or social media and/or
 - c) SMS or E-mail and/or
 - d) Advertisements on newspapers, magazines, KB PRASAC Merchant or other methods chosen by KB PRASAC etc.
- 19.3. You are assumed that you received a notification immediately after KB PRASAC has publicly announced via any of the above channels.

20. Anti-Money Laundering and Combating Financing Terrorism

According to the Cambodia Law on Anti-Money Laundering and Combating the Financing of Terrorism, KB PRASAC can postpone or reject any transaction for the account holders if KB PRASAC believes that:

- a) There is suspicion on source of fund
- b) The transactions or the accounts may be directly or indirectly involved with any illegal activities of Cambodian or International Law
- c) Upon court order or National Bank of Cambodia, etc.

21. Law and Dispute Resolutions

- 21.1. These terms and conditions are governed and interpreted under the Law of the Kingdom of Cambodia.
- 21.2. In case of any dispute, both parties have to solve them amicably. If the disputes cannot be resolved peacefully or outside the court, they have to be solved within the court in accordance with the Cambodian Law.
- 21.3. Other issues which are not stated in the provisions have to be implemented under the law of Cambodia.

22. Severability

Invalidity or unenforceability of one or more provisions of this Terms and Conditions shall not affect any other provision of this Terms and Conditions.

23. Language

The Terms and Conditions are made in Khmer and English. In case there is any conflict or inconsistency between the two versions, Khmer language shall prevail.