

KESSPAY MOBILE TERMS AND CONDITIONS

V 2.0

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DEFINITIONS

KESSPAY Mobile	means an application for a smartphone that can be downloaded by you from the following application stores App Store or Google Play.
KESSPAY Pay	means a mobile based payment facility enabling KESSPAY Mobile users to make payments or purchases from their KESSPAY Accounts
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 applications including KESSPAY Mobile.
Content	means and includes any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through KESSPAY Mobile.
Customer	Includes KESSPAY account holder and non-KESSPAY account holder that acquire one-off services from KESSPAY. All Customers are subject to different forms of due diligence.
Electronic Statement (e-Statement)	means a consolidated banking statement that reflects KESSPAY's records for a specific period of time for a Customer's Account on KESSPAY Mobile. The Electronic Statement is for informational purposes only.

Jailbreak or Root	means that a smartphone or other mobile device is modified to remove restrictions imposed by the manufacturer or operator to allow the installation of unauthorized software.
Mobile Identity	refers to one of the options to authenticate KESSPAY Mobile user based on several attributes that includes but not limited to mobile phone number, device IMEI code, and SIM number IMSI.
Mobile Operator	means a participating mobile telephone network operator.
Notifications	means and includes SMS and in-app push-notifications sent to you on different occasions related to banking transactions or general alerts sent by KESSPAY.
Payment	means a payment order initiated by you through KESSPAY 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 KESSPAY, including but not limited to name, national identity number (NID), date of birth, phone number, email, address.
PIN	means the unique four (4) digit number used to log in to KESSPAY Mobile and to confirm any Transaction.
Payment Service Provider (PSP)	refers to a legal entity dully licensed by National Bank of Cambodia (NBC) to operate financial services in Cambodia and approved by KESSPAY for the connection of services such as payment or transfer under certain legal arrangement.
Scan QR	means a QR code scanning service in KESSPAY Mobile that allows users to scan and pay at KESSPAY Pay enabled sales points or to scan QR codes at other KESSPAY's facilities to process various types of transactions.
Security Credential	means and includes personal or log-in identification numbers (PIN), One-Time-Pin (OTP) and other codes and access procedures including short messaging service (SMS) for access to and use of services in KESSPAY Mobile provided by us from time to time.

Third Party Provider	means and indicates any person (individual or entity) with whom KESSPAY has a relationship for distributing services either directly through KESSPAY Mobile or through third party sites or applications.
Transfer	refers to fund transfer whereby KESSPAY becomes a paying or receiving bank on behalf of you to take effect any payment order made to/from you. Transfers include both intra-bank transfer and inter-bank transfer, for example a transfer from you to another beneficiary within KESSPAY or to beneficiary in other financial institutions such as banks or PSP.
Transaction	means any financial record or operation made or performed, processed or effected by you or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent, including <ul style="list-style-type: none"> ▪ Any payment or fund transfer to/from your Account; ▪ Any other banking transaction that may be made available through KESSPAY from time to time (including making bill payments); and
Transaction History	indicates list of all the Transactions entered into or performed within KESSPAY Account within a specific period.
Username	an identification of you for accessing to KESSPAY Mobile. It is required to be setup at the first time of activation and to remember for later access.
Vendor	means any third-party service provider establishing relationship with KESSPAY to which payments can be made to vendor from your Account using KESSPAY Mobile.
'We', 'us', 'our', 'ours'	refers to KESS PAY.
'You', 'your', 'yours'	refers to an account holder and KESSPAY Mobile user.

INTRODUCTION

These terms and conditions (“Specific Terms and Conditions”) govern the use of KESSPAY’s mobile application namely “KESSPAY Mobile”. As a user of KESSPAY Mobile, it is very important for you to read the Specific Terms and Conditions carefully. By registering for and using KESSPAY Mobile you agree to be bound by the Specific Terms and Conditions.

By pressing “Accept” you confirm that you are acting on your behalf and not on behalf of a third person, and that you have read, understood, acknowledged, accepted, and given your express consent to the Specific Terms and Conditions.

Please also note that any other written terms and conditions which relate to your KESSPAY accounts and services will continue to apply. To the extent such other terms and conditions are inconsistent with the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail (unless such other terms and conditions are expressed to apply instead to the Specific Terms and Conditions).

1. SERVICE DESCRIPTION

- 1.1. KESSPAY Mobile uses telecommunication networks of participating mobile telephone network operators (“Mobile Operator(s)”). KESSPAY Mobile allows you to access your wallet and some of our services made available in KESSPAY Mobile from time to time in a format that is easier to view and to take effective of transaction on your smartphone.
- 1.2. For more detailed information about KESSPAY Mobile, please refer to the FAQs available on our website www.kesspay.io.
- 1.3. Key features of KESSPAY Mobile include
 - a.) View your wallet balances
 - b.) View all your transactions details
 - c.) Make local transfers;
 - d.) Download e-Statements;
 - e.) Open new KESSPAY accounts;
 - f.) Pay in-store or at online merchants with KESSPAY

For more details about KESSPAY Mobile features and services, please see Appendix-A.

2. USER ELIGIBILITY

- 2.1. You have a valid ID Card/Passport.
- 2.2. You have an eligible smartphone/device.
- 2.3. You have a valid and active mobile phone number.
- 2.4. You have installed KESSPAY Mobile on your device using a valid phone number.
- 2.5. You acknowledge that KESSPAY reserves the rights to reject your request for KESSPAY Mobile activation without assigning any reason during the activation process.

3. FEES AND CHARGES

- 3.1.** KESSPAY Mobile is free to use. However, fees and charges may apply when you make certain transactions or use specific products or services available in KESSPAY Mobile in accordance with the Specific Terms and Conditions. You authorize KESSPAY to debit from your wallet these fees and other applicable charges as described in the respective Specific Terms and Conditions. KESSPAY may introduce additional fees and charges for your use of KESSPAY Mobile from time to time, and fees and other charges may also be changed by KESSPAY from time to time. Details of KESSPAY's current fees and charges are available at KESSPAY's website <https://www.kesspay.io>. Before making any transaction, you agree to check the current fees and charges, and you agree to accept these fees and charges by making a transaction.
- 3.2.** You may incur charges from your mobile service provider for downloading, updating, and using KESSPAY 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 charges.

4. LIMITATION OF SERVICES

4.1. Transaction Limits

- 4.1.1. As part of constant risk mitigation measures, KESSPAY reserves the right to set and change limitations on the transaction amount, number of transactions, condition, as well as transfer destinations and other matters at any time without giving prior notice. For more details on transaction limits, please see Appendix-B.

4.2. Access Limits

- 4.2.1. In order to prevent any possible risks, you will not be allowed to use KESSPAY Mobile in the following situations
- a.) You attempt to record or attempt to take a screenshot while KESSPAY Mobile is running on the device.
 - b.) Your device was produced for a specific country with a special OS configuration that does not comply with international standards.

4.3. Connectivity

- 4.3.1. KESSPAY shall not be liable to a Customer for any incompleteness, unavailability, failure, interruption, suspension or delay in KESSPAY Mobile (including the transmission of any alerts or Notifications or in receipt or execution of any Instructions) due to any factors not under KESSPAY's reasonable control. Please refer to clause 9 for more information on the limits of KESSPAY's liability.

4.4. System Maintenance

- 4.4.1. KESSPAY may add or disable any features or suspend the operation of KESSPAY Mobile or any its services at any time
- a.) If, in KESSPAY's opinion, any threat is posed to any KESSPAY Mobile related system or part of any system; or
 - b.) For the purposes of carrying out periodic maintenance and administration tasks.
- 4.4.2. KESSPAY Mobile 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 KESSPAY Mobile.
- 4.4.3. From time to time, KESSPAY may force its users to update KESSPAY Mobile to the latest version for security and compatibility reasons. You might not be able to continue using an old version of KESSPAY Mobile unless you update to the latest version.

5. SECURITY

5.1. General Precautions

- 5.1.1. You shall take responsibility for and use your best endeavors to prevent any unauthorized use of, and access to KESSPAY Mobile on your mobile and/or other device and to protect your Personal Information and Security Credentials at all times. For example, you must
- a.) Not let any other person use your Security Credentials to access your account(s) or KESSPAY Mobile on your mobile device;
 - b.) Not let any other person unlock your mobile device or store their Biometric Identifier on KESSPAY Mobile; and/or
 - c.) Not leave your mobile device unattended while you remain logged in to your account(s) or KESSPAY Mobile.
 - d.) Ensure that your Security Credentials to access KESSPAY 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;
 - e.) Not disclose your Security Credentials to anyone (including the police, bank staff or your loved ones);
 - f.) Take care to ensure that no-one else can see you enter your Security Credentials; and/or
 - g.) Not install or use KESSPAY Mobile on mobile devices that have been jailbroken or rooted.
- 5.1.2. You must lock your mobile device or take other steps necessary to stop unauthorized use of KESSPAY Mobile.
- 5.1.3. You must notify KESSPAY immediately by sending email to support@kesspay.io upon being aware that
- a.) Your mobile device is lost or stolen;
 - b.) Your PIN code has become known or may be known by another person;
 - d.) Another person may be able to unlock your mobile device and/or store their fingerprint(s) and other Biometric Identifiers on your mobile device if you have fingerprint identification enabled on KESSPAY Mobile; or
 - e.) There has been unauthorized access to your account(s) accessible via KESSPAY Mobile.
 - f.) You notice that KESSPAY Mobile is requesting you to re-activate the application (which may indicate that KESSPAY Mobile is being activated with your Security Credentials on another device).
- 5.1.4. You must install only approved applications on your mobile device and you will not jailbreak or root your mobile device.
- 5.1.5. 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.
- 5.1.6. You must not allow any other person to store their Biometric Identifier on your mobile device.
- 5.1.7. Before you sell or permanently give your mobile device to any person, you must delete the KESSPAY Mobile and all your Biometric Identifiers (e.g., TouchID or FaceID) registered in the device.

5.2. Security Credentials

- 5.2.1. KESSPAY Mobile and its services require the use of Security Credentials that consist of 6-digit PIN code.
- 5.2.2. During the first activation of KESSPAY Mobile, you must set up a secure 6-digit PIN code that will be required to log-on and confirmation of actions while using KESSPAY Mobile.

- 5.2.3. You should you ensure that Your secret 6-digit PIN is strong and doesn't contain any of below number combination
- a.) Your date of birth, month or year;
 - b.) Sequential or repeating numbers that can be easily guessed (e.g. 3456 or 1111);
 - c.) Parts of your telephone number or other easily guessable numbers that are related to you.
- 5.2.4. In addition, you should consider using different codes to unlock your mobile device and other cards, bank services or equipment. We recommend you change your secure PIN on a regular basis.

5.3. **Authentication & Authorization Methods**

- 5.3.1. You as a user may choose your preferable way to logon to KESSPAY Mobile and to confirm or to authorise banking transaction, including
- a.) Use PIN or Biometrics to logon to KESSPAY Mobile
 - b.) Use PIN or Biometrics to confirm or authorize banking transactions. Either method will apply with its own terms and conditions including but not limited to minimum and maximum transaction limits.
- 5.3.2. You as a user with an eligible mobile device may choose to enable biometric authentication to log on to KESSPAY Mobile, transfer funds, make payment or purchases by using a Biometric Identifier registered on your mobile device. KESSPAY Mobile does not collect or store this Biometric Identifier, and it is stored on your mobile device.
- 5.3.3. If you enable or use a Biometric Identifier to access KESSPAY Mobile, you must ensure that your Biometric Identifier is the only Biometric Identifier stored on the mobile device you use to access KESSPAY Mobile. However, if another person has stored their Biometric Identifiers on the mobile device you used to access KESSPAY Mobile, it is in breach of the Specific Terms and Conditions, and you acknowledge that they will be able to access your Accounts including to view and conduct certain transactions on KESSPAY Mobile and these transactions will be treated as having been authorized by you and conducted with your knowledge and consent.

5.4. **Jailbreaking and Rooting Smartphones and Devices**

KESSPAY strongly recommends that you do not modify your operating system by jailbreaking or rooting your mobile device because doing so may compromise both the performance of KESSPAY Mobile and the security of your banking information, including your passwords. If you use a mobile device that has been jailbroken or rooted, you do so at your own risk. KESSPAY will not be liable for and specifically disclaims any liability for any losses or other damages you may incur as a result of using a jailbroken or rooted mobile device. Please refer to clauses 8.1.1, 8.2.1, and 8.3.3 below for additional information on your liability for using a jailbroken or rooted mobile device.

6. **USERS ACKNOWLEDGEMENT**

6.1. **Transfers**

- 6.1.1. When initiating any fund transfers, you will be required to provide certain information of the recipient, which will vary depending on the type of transfer, and you agree that KESSPAY can store all provided information and show them in bank statements.
- 6.1.2. When making a transfer to a recipient with an KESSPAY Account or PSP's wallet, KESSPAY Mobile will display the name of the recipient for the sole purpose of assisting you in identifying the recipient of the transfer only, and you agree not to share or disclose the recipient's name to any third-parties. In the event that you share or disclose the receipt's name to any third parties, you agree that you will be liable for any damage or loss suffered us (including consequential loss and regulatory fines) which results from your sharing or disclosure of the recipient's name and Account number to any third party in accordance with clause 8.3.

6.1.3. You provide your express consent that KESSPAY can disclose your name to any person attempting to initiate a fund transfer to you from their KESSPAY Account or PSP's wallets to your KESSPAY Account at that point in time that they input your Account number, even when the transfer may not be completed.

6.2. **Payment/ Purchase**

6.2.1. For any payment / purchase transaction made via KESSPAY Mobile, you agree that we can disclose your name and payment details you made to the Vendor or merchant in order to notify and assist them in identifying the transaction.

6.2.2. We may cancel or suspend a payment at any time without notice to the recipient. Under certain circumstances, KESSPAY might not be able to cancel a payment or purchase immediately as requested by the payer. As required by applicable law or under legal arrangements, you will be informed through different means (including Notification) of payment failure or cancellation in different stages of reconciliation. You are obliged to review and acknowledge such cancellation.

6.3. **KESS Pay**

6.3.1. You agree to have your Account listed and displayed when you scan a QR code with KESSPAY Mobile installed on your device. With certain validation, certain ineligible Accounts are not displayed for choosing.

6.4. **Exchange Rate**

6.4.1. You agree that the exchange rate and calculation presented in KESSPAY Mobile is for general reference only, and you understand that the exchange rate in KESSPAY Mobile may not be presented in real-time, and the exchange rate applied to you in your actual transaction may be different than exchange rate presented in KESSPAY Mobile.

6.5. **Notifications**

6.5.1. SMS Notification

a.) You agree that, by registering for KESSPAY Mobile, KESSPAY may send or be requested to send an SMS to your mobile device.

b.) KESSPAY 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.

c.) You may incur charges from your Mobile Operator as a result of using KESSPAY Mobile or SMSs. Any such charges are solely your responsibility.

6.5.2. In-App Push Notification

a.) You agree to receive alerts or Notification for your KESSPAY Account for certain Transaction or for marketing communications or announcements from KESSPAY.

7. **YOUR OBLIGATION**

7.1. You must not use KESSPAY Mobile for any purpose other than to undertake legitimate banking enquiries or Transaction on accounts you are legally entitled to operate in accordance with the Specific Terms and Conditions and the terms and conditions applicable to you.

7.2. You must not use KESSPAY Mobile for prohibited business activities.

7.3. You must not act fraudulently or maliciously in relation to KESSPAY Mobile or software. As examples, you must not copy, modify, adversely affect, reverse engineer, hack into or insert malicious code into KESSPAY Mobile or software.

7.4. If you use photos to personalize your accounts that can be accessed using KESSPAY Mobile, you warrant that

a.) The photos used by you do not contain content which is offensive or illegal, or would be considered unacceptable for viewing by a person under 18 years old; and

b.) You took the photo (or are the owner of the copyright in the photo).

7.5. You acknowledge that you are responsible for and must take all reasonable care to ensure that information you supply via KESSPAY Mobile is true, complete, accurate and up-to-date.

8. LIABILITY AND INDEMNITY

8.1. KESSPAY Liability

8.1.1. KESSPAY will not be liable for any loss arising from your use of KESSPAY Mobile, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your mobile device other than those available from the Apple App Store or Google Play market, or if you have caused or contributed to that loss, for example, by failing to comply with any of the Specific Terms and Conditions or other applicable terms and conditions. It is your choice to download and install KESSPAY Mobile. To the extent permitted by law, KESSPAY accepts no liability for any loss or consequences to you whatsoever that result from this decision, including in the event KESSPAY refuses or fails to process a transaction request or delays in doing so.

8.2. Limitation of KESSPAY Liability

8.2.1. To the extent permitted by law, we will not be liable to you for any direct or indirect costs, losses, damages or other liabilities resulting from

a.) Your use of any service provided through KESSPAY Mobile;

b.) Your failure to comply with the Specific Terms and Conditions;

c.) Any delay or loss of access to, or use of any Mobile Operators at any time;

d.) Any fault or error in the design, content or engineering of any Mobile Operators that is reasonably beyond our control;

e.) Malfunction of any equipment or system, or any telecommunications link failure; or

f.) Any cause or event reasonably beyond our control.

8.2.2. KESSPAY has no authority to act for or to incur any obligation on behalf of any Mobile Operator;

8.2.3. KESSPAY is at no time acting as an agent or partner of any Mobile Operator in providing any mobile service and no representation is made or given by KESSPAY that any such relationship exists.

8.3. Your Liability

8.3.1. You acknowledge that any unauthorized reproduction by you of any proprietary information provided or available via KESSPAY Mobile or any portion of it may result in legal action being taken.

8.3.2. You will be liable for any loss suffered by us (including consequential loss) which results from your fraud or negligence, or your violation of the Specific Terms and Conditions. You will be liable for any loss suffered by us which results from the unauthorized access to or use of any service available in KESSPAY Mobile and to which you have contributed by your failure to comply with the Specific Terms and Conditions. This includes if you

a.) Select an unsuitable PIN code;

b.) Fail to reasonably safeguard your PIN code;

c.) Fail to disable biometric authentication on KESSPAY Mobile when you know or suspect another person can unlock your mobile device or has stored their Biometric Identifier(s) on your mobile device;

d.) Fail to verify the recipient information before completing any transfer or payment to which lead to either direct or indirect loss; or

e.) You unreasonably delay notifying us of (i) the loss or theft of your mobile phone or device or Security Credentials; (ii) the actual or suspected disclosure to any other person of your PIN code; (iii) when you know or suspect that another person may be able to unlock your mobile device and/or store Biometric Identifier(s) on your mobile device and you have biometric authentication enabled on KESSPAY Mobile; or (iv) that there has been, or you suspect there has been unauthorized access or activity through KESSPAY Mobile.

8.3.3. You will be liable for any loss suffered by you and us, if you use a mobile device that has been jailbroken or rooted.

8.4. **Limitation of Your Liability**

8.4.1. You will not be liable for any loss caused

by a.) Us acting fraudulently or negligently;

or

b.) A fault occurring in the machines or systems used as part of the KESSPAY Mobile system 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.

9. **DISPUTES WITH MERCHANTS OR VENDORS**

9.1. KESSPAY has no liability for any purchases or payments made by Scan QR service or other payment options presented in KESSPAY Mobile if

a.) There is any defect or deficiency in the provision of the goods or services;

b.) You decide you no longer want the goods or services.

9.2. Any such dispute is to be resolved between you and the merchant or Vendor directly.

9.3. You are responsible for exercising reasonable care and be aware of the risks of paying for goods and services in advance of receiving them. You should consider the standing of the person or entity you are doing business with, including when purchasing goods or services that are not face-to-face.

9.4. Even if you have a dispute with a merchant or vendor, you must still pay all amounts due to us.

10. **SUSPENSION OR TERMINATION OF KESSPAY MOBILE**

10.1. You may cancel KESSPAY Mobile usage at any time by notifying KESSPAY in writing or by phone. You will remain responsible for any transactions made on your account/s using KESSPAY Mobile up until the time at which such cancellation becomes effective.

10.2. KESSPAY may withdraw access at any time without giving prior notice, suspend and/ or terminate your access to KESSPAY Mobile or to any its services for any reason, including (but not limited to) where KESSPAY is of the opinion that you have acted in breach of the Specific Terms and Conditions.

10.3. In case you change mobile device and wish to continue using KESSPAY Mobile, you must download KESSPAY Mobile on your new mobile device and follow the registration process. You may uninstall KESSPAY Mobile from your existing device prior to, or during, the registration process for your new device.

11. PRIVACY TERMS

- 11.1.** In accordance with Cambodia's regulatory requirements and KESSPAY's internal policies, you provide your express consent and agree that
- a.) As part of satisfying KESSPAY's KYC (Know Your Customer) requirements, KESSPAY Mobile may collect Personal Information from you; you provide warrantee and assurance that Personal Information disposed by you through KESSPAY Mobile are true, complete, and up-to-date. Further, you acknowledge and agree that failure to provide up-to-date Personal Information required by KESSPAY Mobile will result in certain inconveniences and restrictions of access to KESSPAY Mobile's features.
 - b.) Personal Information collected as part of your identity can be held by KESSPAY for the purpose of enabling you to use the services provided by KESSPAY.
 - c.) KESSPAY can collect any information on your usage behavior for the purpose of security enhancements and user experience improvements;
 - d.) KESSPAY may require access to location data on your mobile device. This data can be used for enhancing the security of KESSPAY Mobile, improving KESSPAY services and to send location-based offers.
 - e.) KESSPAY may check your Mobile Identity while you register or activate KESSPAY Mobile, update personal information, or perform transactions, as part of security measures in using KESSPAY Mobile app.
- 11.2.** KESSPAY may also be required under certain legislation to disclose your Personal Information and confidential information relating to the operation of your Account, and you expressly consent to and agree to such disclosure.
- 11.3.** You provide your express consent and agree that KESSPAY may share your Personal Information with third parties to comply with a legal obligation, when KESSPAY believes in good faith that an applicable law requires it, at the request of governmental authorities pursuant to applicable law, to verify or enforce our contractual rights or other applicable policies, to detect and protect against fraud, or any technical or security vulnerabilities, to respond to an emergency, and/or so that third parties, such as third party payment processors, can provide services necessary for KESSPAY to provide any services under the Specific Terms and Conditions. If there is any breach of your information by a third party, you agree to release KESSPAY from any liability and pursue any legal action against such third party.

12. ADDITIONAL SPECIFIC TERMS AND CONDITIONS

- 12.1.** Other functions like deposit and other services you access using KESSPAY Mobile, and each transaction made in account, remains subject to its specific terms and conditions governing those functions respectively

13. INTELLECTUAL PROPERTY

- 13.1.** KESSPAY owns or has obtained a valid license to use all intellectual property used in connection with the provision of KESSPAY Mobile. Information provided to you as part of KESSPAY Mobile may only be used for personal use and reference only and may not be reproduced, distributed or transmitted to any person or incorporated into any other document without KESSPAY's prior written consent.

14. AMENDMENTS

- 14.1.** KESSPAY may change the Specific Terms and Conditions at any time. If so, KESSPAY will always give you a reasonable notice period required by applicable law and communicate these changes, either by direct communication, by notice on KESSPAY's website or any other method of electronic communication used by you.

15. DISPUTE RESOLUTION AND GOVERNING LAW

- 15.1.** Any dispute arising out of or in connection with the Specific Terms and Conditions, including any question regarding its existence, validity, performance or termination, shall be referred to and finally resolved by arbitration in the Kingdom of Cambodia in accordance with the Arbitration Rules of the National Commercial Arbitration Center ("NCAC Rules") being in force at the time of commencement of arbitration and by reference in this clause the NCAC Rules are deemed to be incorporated as part of this contract. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The Specific Terms and Conditions are governed by the laws of Cambodia.

APPENDIX-A

List of key services and functions available on KESSPAY Mobile as of December, 2025

Wallets

Under the Wallet section, a user can see all Wallet existing with KESSPAY and can access the following features and services

- See all Wallet
- See the Wallet balances
- Hide/Unhide one or more Wallet from the list
- See and download Wallet transaction details in PDF format
- See and download Wallet statement for different period and in different format

MONEY TRANSFERS

KESSPAY Mobile users can make various type of local and international transfers instantly in 24/7 mode

- Transfer to any KESSPAY account
- Transfer to Local Bank – Bakong

BILL PAYMENTS

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

- Mobile top-up
- Public Services

SCAN QR

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

- Pay with QR at online or instore merchants who accept KESS PAY, Bakong.

CHAT

Allows users to chat with support and connect directly with other users within the app.

RECEIVE MONEY

Users can deposit funds and receive money from other users, KHQR, Bakong, and partner channels.

KESSPAY PUSH NOTIFICATION

User receives instant Notification of financial transactions or fund movements under user's wallet. The Notification message appears as a pop-up on the screen instantly after each transaction is made.

CONTACT US

Under this function a user can contact KESSPAY's Customer Support Center 24/7 via available feedback form, integrated Facebook messenger or call-in to our hotline number.

SETTINGS

User can view personal information and manage settings in the application that includes changing PIN, changing Phone number etc

APPENDIX-B

List of transaction limits available on KESSPAY Mobile as of June, 2025

TRANSFERS

Service Types	Maximum Amount/ transaction	Maximum Amount/ day	Maximum Amount/month	Transactions Limit
Transfer to own KESSPAY wallet	Unlimited	Unlimited	-	20
Transfer to other KESSPAY wallet	KHR 400,000,000 \$100,000.00	KHR 400,000,000 \$100,000.00	-	20
Transfer to Local Bank – Bakong	KHR 200,000,000 \$50,000	KHR 200,000,000 \$50,000	-	-
Transfer to Wing	KHR 2,000,000 \$500	KHR 10,000,000 \$2500	-	20
Transfer to Aceda	KHR 2,000,000 \$500	KHR 10,000,000 \$2500	-	20