

# PRINCE BANKS

CARDS TERMS  
AND CONDITIONS



**PRINCE**  
BANK

# CONTENTS

PRINCE BANK'S CARDS TERMS AND CONDITIONS	2
1. DEFINITION	2
2. INTERPRETATIONS	4
3. PRINCE BANK CARDS	5
4. FEES AND CHARGES	5
5. PRINCE BANK'S ATM CARD	6
6. PRINCE BANK'S DEBIT CARD	6
7. CARD ACTIVATION	7
8. DESIGNATED ACCOUNT	8
9. CARD DAILY LIMIT	8
10. SUPPLEMENTARY CARD	9
11. CARD, CHIP AND MAGNETIC STRIPE DATA	9
12. SYSTEM MALFUNCTION	9
13. TRANSACTIONS WITH MERCHANT	9
14. CHARGE BACK REQUEST PROCESS	10
15. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD	11
16. SUSPESION AND TERMINATION OF THE CARD	11
17. CONFIDENTIALITY	11
18. INDEMNIFICATION	11
19. ANTI-MONEY LAUNDERING, COMBATTING AGAINST FINANCING OF TERRORISM AND SANCTION CONTROL	12
20. NOTIFICATION	12
21. ENTIRE AGREEMENT	13
22. INVALID PROVISION	13
23. COPY RECEIVED	13
24. GOVERNING LAW	14
25. DISPUTE RESOLUTION	14

# PRINCE BANK'S CARDS TERMS AND CONDITIONS

These terms and conditions governing all types of Cards ("**Card Terms and Conditions**") provided by PRINCE BANK PLC. ("**Bank**"), except credit card, shall be read in conjunction with the General Terms and Conditions governing Accounts, Services and Products, as applicable ("**GTC**"), Terms and Conditions governing Digital Banking Services ("**Digital Banking Terms and Conditions**") and any others relevant terms and conditions issued by the Bank from time to time. The Card Terms and Conditions shall be read and understood before using any or all Prince Bank's Card ("**Card**") and is a legally binding contract between the Customer/Authorized User and the Bank. First use/transaction under the Cards implies that the Customer/Authorized User has fully read, understood and accepted the Card Terms and Conditions. If any particular business relationships between the Customer/Authorized User and the Bank are governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over the Card Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) conflict with the Card Terms and Conditions. Any capitalized terms not otherwise defined herein shall have the same meaning given to them in the GTC.

## 1. DEFINITIONS

The following words/expressions shall have the meanings as respectively set out below unless the context requires otherwise:

- 1.1 "**Account**" means the Bank account held or to be with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.
- 1.2 "**Account Currency**" means the currency in which the Account is denominated.
- 1.3 "**Application**" means the Bank's prescribed application form for a Card in paper form or in digital form to be issued upon the Card Terms and Conditions and other relevant applicable terms and conditions of the Bank.
- 1.4 "**ATM**" means an automated teller machine belonging to the Bank or to other financial institution.
- 1.5 "**ATM Transaction**" means a transaction effected by the use of the ATM Card on the ATM in accordance with Clause 5.
- 1.6 "**ATM Card**" means a card issued by the Bank to the Cardholder to be used with the ATM under the Card Terms and Conditions.
- 1.7 "**Bank's Official Website**" shall refer to <https://www.princebank.com.kh/>
- 1.8 "**Card**" means any online card or physical card including, but not limited to, ATM Card or Debit Card (except Credit Card), Primary Card, Supplementary Card issued by the Bank to the Cardholder(s) to be used with the ATM/CDM or any other machines available at the Bank or to be used through digital banking services under the Card Terms and Conditions and the Digital Banking Terms and Conditions and other relevant applicable terms and conditions of the Bank.

**1.9 “Cardholder”** means the Primary Cardholder and the Supplementary Cardholder to whom the Card(s) is/are issued by the Bank.

**1.10 “Card issuer”** refers to Prince Bank Plc. including all of its operating branches.

**1.11 “Card Transaction”** shall mean a transaction that is initiated by a Cardholder through the use of a Card under this Cards Terms and Conditions.

**1.12 “CDM”** means Cash Deposit Machine belonging to the Bank or to other financial institution.

**1.13 “Contactless Card”** shall mean Card with contactless payment’s feature.

**1.14 “Contactless Reader”** refers to a point-of-sale reader device (as approved by the bank in its sole and absolute discretion from time to time) at which the Contactless Card may be used to execute to Contactless Transaction, by tapping or waving the Contactless Card on or against such point-of-sale reader device.

**1.15 “Contactless Transaction”** or “Contactless Payment” refers to Transaction for the purchase of goods and/or service that are successfully carried out and charged by the Cardholder to the card account of contactless card of that cardholder and which are execute by tapping or waving the Contactless Card on the applicable contactless card reader and which said transactions have been successfully captured or posted on the Bank’s system.

**“Non-Contactless Transaction”** or **“Non-Contactless Payment”** refers to transaction for the purchase of goods and/or services that are not executed by tapping or wave the contactless card on the applicable contactless reader and shall include, cardpresent transaction, cash advance transactions, fund transfer transaction, transactions performed or to be performed at any ATM.

**1.16 “CSS”** shall refer to Cambodian Shared Switch System provided by the National Bank of Cambodia (**“NBC”**) which is of purposes to provide a nationwide debit card payment operated by ATM and POS.

**1.17 “Daily Limit”** means the maximum permissible limit prescribed by the Bank in respect of the Total Transactions effected in a day.

**1.18 “Debit Card”** refers to a payment card bearing logo of Visa or MasterCard that deducts money directly from a Cardholder’s Card Account or Account(s) to pay for a purchase. The Debit Card shall include Physical Debit Card and Virtual Debit Card.

**1.19 “Designated Account”** shall refer to any CASA account of the Cardholder held or to be held with the Card Issuer for the purpose of managing the transactions made in relation to the Card.

**1.20 “Merchant”** shall mean any organization or individual granted authority to accept the Card as a means of payment for goods and services delivered.

**1.21 “OTP”** shall refer to One Time Password.

**1.22 “Physical Debit Card”** shall refer to the Debit Card bearing logo of Visa or MasterCard physically issued by the Bank at the request of the Applicant using for the purposes as specified in the below Clause 6.

- 1.23 “PIN”** means the personal identification number issued to the Cardholder from time to time for use with the Card.
- 1.24 “POS”** shall mean point of sale.
- 1.25 “Primary Card”** means a debit card issued to a Primary Cardholder.
- 1.26 “Primary Cardholder”** means a person to whom the Card is issued by the Bank upon approval of the application.
- 1.27 “Card Account Statement”** means a statement of Card Account issued by the Bank reflecting the Total Transactions of the Cardholder’s use of the Card.
- 1.28 “Supplementary Card”** means a card issued to a supplementary cardholder. Supplementary Card(s) can be issued to joint account owner(s) only.
- 1.29 “Supplementary Cardholder”** means a person to whom a Supplementary Card is issued pursuant to the application of the Primary Cardholder.
- 1.30 “Total Transactions”** means the total sum of the transactions made by the Cardholder.
- 1.31 “Transaction Code”** means the abbreviation of the nature of the transaction appearing on the bank Statement or passbook. A list of the transaction code and their meaning are as follows:
- ❖ Cash Withdrawal -> ACW
  - ❖ Cash Deposit -> ACD
  - ❖ Fund Transfers (Own and Other Prince Account) -> FTA
  - ❖ Cardless Withdrawal -> ACW
  - ❖ Cardless Deposit -> ACD
- 1.32 “Three-Domain Secure” or “3Ds or 3D secure”** refers globally adopted authentication solution designed to make ecommerce transactions more secure in real time. 3D Secure also known as a payer authentication, is a security protocol that helps to prevent fraud in online credit and debit card transactions. This additional security was initiated and created by Visa and MasterCard and it’s branded as ‘Verified by Visa’ and ‘MasterCard Secure-Code’ respectively.
- 1.33 “Virtual Debit Card”** refers to the online debit card bearing logo of Visa or MasterCard made available to the Customers by the Bank via digital banking services with features of real payment card that are not physically issued by the Bank.

## **2. INTERPRETATIONS**

- 2.1** References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of the Card Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of the Card Terms and Conditions.
- 2.2** The headings in the Card Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of the Card Terms and Conditions.
- 2.3** Except where the context otherwise required words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.
- 2.4** Any reference to a person includes any individual, company, corporation or other legal entity, whatsoever.

### **3. PRINCE BANK CARDS**

**3.1** The Cardholder may submit the Application as prescribed by the Bank in accordance with these terms and conditions to request the following cards:

- a.** ATM Card
  - i. Card A: Normal Card
  - ii. Card B: VIP Card (also known as Priority Banking Card)
- b.** Mastercard and Visa Debit Card
  - i. Classic / Standard Debit Card
  - ii. Platinum Debit Card
- c.** Visa and Master Virtual Debit Card

**3.2** Prince Bank, at its sole discretion, may issue Prince Bank's Cards for the use of the Cardholder or to reject the Application for the Cards.

**3.3** For the joint account with mode of operation which requires approval of any joint account owner, the Primary Card can be issued by the Bank at the request of any joint account owner. The other joint account owner of that Card Account can also apply for the Supplementary Card to use with that Card Account.

### **4. FEES AND CHARGES**

**4.1** The Cardholder shall pay the fees and charges for the use of the Bank's Cards in accordance with the Bank's Fees and Charges provided to the Cardholder by the Bank. The fees and charges may be applicable to, including but not limited, the followings:

- a.** Cash withdrawal and balance inquiry transactions with other banks' ATMs
- b.** Non-refundable Card annual fee (for both Principal Card and Supplementary Card)
- c.** Card replacement fee
- d.** Card reissuance fee
- e.** Dispute and resolution fee
- f.** Fee on Closure of the Card Account within three (03) months from the Card Account opening date
- g.** Pin change

**4.2** The Cardholder must maintain sufficient funds for any transactions, otherwise the requested transaction(s) will be rejected.

**4.3** The Bank may, at its sole discretion, change or amend the Bank's Fees and Charges from time to time, provided that a notice on the changes will be served on the Cardholder prior to the effective date of the change via the Bank's Website, Digital Banking Services or other applicable means of communication of the Bank.

**4.4** The Cardholder shall be liable to pay for all related taxes required by laws and the Bank is authorized to debit that tax amount from the Card Account as permitted by the applicable laws.

**4.5** All transactions in foreign currencies will be subject to applicable fees as determined by the Bank. The Bank is authorized to debit from the Cardholder's Card Account all amount resulting from the use of the Card, including Principle and Supplementary Card, regardless of suspension, renewal, replacement or termination of the Card.

**4.6** The Bank is authorized to debit from the Cardholder's Card Account all amount resulting from the use of the Card, including Principle and Supplementary Card, regardless of suspension, renewal, replacement or termination of the Card.

## **5. PRINCE BANK'S ATM CARDS**

### **5.1 Services available under ATM Card:**

**5.1.1** The Cardholder may use the ATM Card for any of the following services as per its respective Account Currency with any of the ATM of the Bank:

- a. cash withdrawal
- b. cash deposit
- c. balance inquiry
- d. PIN change
- e. mini Statement at the ATM
- f. fund transfers
- g. cardless withdrawal
- h. cardless deposit
- i. and other services offered by the Bank from time to time.

**5.1.2** The above services provided herein may be changed, enhanced, added, or otherwise removed, partly or wholly, by the Bank at its absolute discretion by providing a notice on the Bank's official website or otherwise available channels. Any continuation to use any or all of the above services by the Cardholder shall be deemed that the Cardholder has duly been informed of the changes and has accepted the changes of such services as informed.

### **5.2 Services available under ATM Card with CSS Transaction Features:**

**5.2.1** The Cardholder may use the ATM Card with CSS Transaction Features for any of the following services as per its respective Account Currency with any of ATM/CDM of the other financial institutions members of the CSS as notified by the NBC:

- a. ATM Transaction Types such as cash withdrawal, fast cash withdrawal, balance inquiry, Mini statement, and PIN change and
- b. POS Transaction Types such as purchase, balance inquiry, cash withdrawal, refund and purchase reversal.

## **6. PRINCE BANK'S DEBIT CARD**

### **6.1 Services available under the Debit Card:**

**6.1.1** The debit Cardholder may use the Debit Card for:

- a. cash withdrawal
- b. cash deposit
- c. balance inquiry
- d. PIN change
- e. mini Statement at the ATM
- f. fund transfer
- g. cardless withdrawal
- h. cardless deposit
- i. purchase transaction via online and POS terminal

**6.1.2** The Debit Cardholder shall be fully responsible for either the authorized or unauthorized use of the Card affecting any Card Transaction, regardless of whether of the authorized and unauthorized use the Card is undertaken with or without his/her knowledge.

**6.1.3** Any uses of the Debit Card for an illegal purpose or transaction or activities (directly or indirectly) are strictly prohibited.

**6.1.4** The Bank reserves all rights to suspend, revoke, or terminate the use of the Debit Card and other services related to which at any times with or without prior notice to the Cardholder.

**6.1.5** For the online purchase with the Merchant who use 3D secure, the Cardholder will be required to input OTP in processing of each transaction. However, with some Merchant who does not use 3D secure, OTP input is not required.

**6.1.6 Contactless Payment:**

**6.1.6.1** The Contactless Payment may be subject to the limited value of each transaction for security reason (“**Contactless Payment Limit**”). The Bank may change the Contactless Payment Limit at any time with prior notice to the Cardholder via announcement made at the operating branches, Bank’s Official Website, and/or other digital channels.

**6.1.6.2** The Cardholder may use the Contactless Payment without limiting the number of transactions on the Contactless Reader provided that the paid amount per transaction and per day shall not exceed the provided Contactless Payment Limit. Otherwise, the Contactless Payment will be declined.

**6.1.6.3** All the Contactless Card issued is PayWave/PayPass enabled. The Contactless Card may be used only to perform Contactless Payment on all applicable Contactless Reader as approved by the Bank from time to time, at its absolute discretion.

## **7. CARD ACTIVATION**

**7.1** Upon issuance of the Card and collected in person by the rightful Cardholder, the Bank may require the Cardholder to immediately sign on the signature panel on the back of the Card upon receiving it in the presence of the authorized employee of the Bank. By signing on or using the Card, the Cardholder is deemed to have read, clearly understood and duly accepted each and every terms and conditions as provided herein and including any amendment, supplement or addendum thereafter.

**7.2** A PIN will be issued by the Bank to Cardholder to use with the respective Card performing PIN-based transaction at the ATM terminals or other machines as available under functional specifications of each Card. The Cardholder is required to change this initial PIN immediately once receiving it from the Bank’s employee at the ATM terminals, or other machines available under functional specifications of each Card. Thereafter, the Cardholder must safeguard the new PIN and keep it completely and separately from the Card to in order to avoid from being disclosed to and/or discovered by any other person. Most importantly, the Customer or the Authorized User should frequently change the PIN for security purposes.

**7.3** The Virtual Debit Card shall be requested by the Applicant and is approved by the Bank via Digital Banking Services which governed by the Digital Banking Terms and Conditions and this Card Terms and Conditions. Upon approval of the application for Virtual Debit Card via Digital Banking Services, the Cardholder will be provided the Virtual Debit Card Number, CWV2 or CVC and the expiry date of the Virtual Debit Card.



7.4 If the Cardholder believes that someone may have discovered the PIN, they are required to contact the Bank immediately and as soon as practicable.

7.5 The Cardholder is liable for all Card Transactions affected by the use of the Card whether or not such use is authorized by or known to the Cardholder.

## **8. DESIGNATED ACCOUNT**

8.1 The Bank is automatically authorized to block, debit, or credit (as the case may be) for the amount of any transactions effected by the Cardholder to the Designated Account of the Cardholder held at the Bank (whether solely or jointly held with another person) for operations of the Card (“Designated Account”). Most importantly, the Cardholder shall maintain sufficient funds in the Designated Account at all times to meet any such transaction. The Cardholder expressly authorizes the Bank to charge the Designated Account when the Card is used by the Cardholder.

8.2 The Account Statement or passbook is used to record all Transactions including withdrawal transactions, payment transactions and/or other charges related to the use of the Card linked to the Designated Account. The Cardholder are able to view his/her Designated Account history via Mobile Banking or Internet Banking of the Bank if he/she have registered to these channels. The Cardholder has an option to choose between passbook and Account Statement without any charge. In addition, if the Cardholder selects a passbook, the Bank may not provide them any Account Statement. However, the Cardholder may request for additional Account Statement, provided that relevant fees may be charged to the Cardholder.

8.3 The Cardholder shall examine the Account Statement or the passbook of the Designated Account, which is updated immediately upon issuance or after the transaction is effected. The Cardholder must notify the Bank immediately in writing in the prescribed form named Card Dispute Form after he/she or any one on his/her behalf receives the Account Statement or the updated passbook of the Designated Account and he or she finds any error in any transaction shown on the Statement or the passbook. The Cardholder is required to state the name, Designated Account number, suspected error(s) or problem(s), description and explanation about the error(s) or problems(s) on the prescribed form. The Bank will accept and acknowledge the form and immediately take corrective action as soon as practicable, if such stated issues are substantiated.

## **9. CARD DAILY LIMIT**

9.1 Any amount in the Designated Account linked to the Card is available for the Cardholder’s use via ATM/CDM, POS or online purchase transaction or other possible channels as permitted by the Bank. However, the Bank has the right to limit the frequency or amounts of transactions including, but not limited to, the purchase or the withdrawal (“Daily Limit”). The Cardholder may request the Bank to increase or decrease the Daily Limit of the Card issued upon his/her Card type rank in a prescribed for as determined by the Bank and the Bank, at its absolute discretion, is entitled to reject or grant such request. In addition, if the Cardholder needs to make cash withdrawal for an amount higher than the Daily Limit, he/she may perform such transaction at the Bank’s counter.

## **10. SUPPLEMENTARY CARD**

**10.1** When the Supplementary Card is issued, all joint account owners shall share the usage of the balance of the Designated Account, and shall be individually and jointly responsible for the use of the Card under this Card Terms and Conditions and any other applicable terms and conditions as prescribed by the Bank from time to time.

**10.2** The Bank reserves its right to charge for Supplementary Card's annual fee in accordance with the Bank's Fees and Charges. In all cases, the Supplementary Cardholder shall be 18 (eighteen) years old and above to be eligible to use the Card.

**10.3** The number of the Supplementary Card may vary according to the Bank's policies being in force. The Issuance of Supplementary Card(s) shall be at the sole discretion of the Bank.

## **11. CARD, CHIP AND MAGNETIC STRIPE DATA**

**11.1** The Card, chip and magnetic stripe data contained therein the Card are the sole property of the Bank at all times, and are only available for authorized purposes. The Bank or any authorized officer or employee of the Bank, may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time at its absolute discretion. In which case, the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof. Any attempt to access, alter or change the chip and/or magnetic stripe data of the Card is a direct violation and breach the Card Terms and Conditions as provided herein and such act may be criminally charged under the applicable laws of Cambodia.

**11.2** The Card is valid only for a period as shown on it and must not be used outside of that period. When the validity period of the Card is expired, the Card must be returned to the Bank.

**11.3** The Cardholder must take all reasonable precautions and measures to prevent any unauthorized uses of the Card. In the event that the Card is stolen or lost, the Cardholder must immediately and as soon as practicable notify the Bank either by phone call, email, or in person.

## **12. SYSTEM MALFUNCTION**

**12.1** The Bank shall not be liable for any failure to provide any service or to perform any obligation due to any malfunction of the equipment, the machine, the system or the Card, communication lines, or any other disruptions beyond the control of the Bank.

## **13. TRANSACTIONS WITH MERCHANT**

**13.1** The Bank is not liable in the event that any Merchant refuses to accept the Card for whatever reason. The transactions with the Merchant under which the Card is used shall be the sole responsibility of the Cardholder. The Bank shall not be responsible for any disputes related to the bad quality or quantity of goods or services provided by the Merchant to the Cardholder.

**13.2** Any Card transaction amount presented to the Bank for authorization or for payment is subject to a debit from the Card Account.

**13.3** The Bank will charge a currency conversion fee if the payment made under the Card is made in different currency of the currency in the Card Account. The foreign currency rate used is a wholesale market rate selected by global card payment system, being Visa Worldwide PTE Limited or MasterCard International Inc shall be applicable.

**13.4** The Card Transaction is not completed until the Bank has verified and processed the transaction according to its usual banking practices, regardless of any receipt produced at the time to the transaction.

**13.5** The Cardholder is responsible for all consequences arising out of the disclosures of PIN or other confidential information related to the Card and/or unauthorized use of the Card and shall be liable for any further liability which may incur on the Card Account with respect to any unauthorized use of the PIN, other related confidential information of the Card and the Card itself.

**13.6** The Cardholder must pay any transactions denominated in United States Dollar. The Bank will charge a currency conversion fee if the Card is charged in a foreign currency other than United States Dollar. The foreign currency rate used is a wholesale market rate selected by global card payment system, being Visa Worldwide PTE Limited or MasterCard International Inc.

## **14. CHARGE BACK REQUEST PROCESS**

**14.1** The Cardholder may request the Bank to raise dispute arising out of or in connection with the purchase and cash withdrawal transaction to any Merchant, including a situation in which a Cardholder questions on the validity of a transaction that was deducted to their account or Cardholder requests to reverse any transaction that they confirm unrecognized transaction, erroneous transaction or unauthorized by them or other reasons (“Disputed Transaction”). In all cases of Disputed Transaction, the Cardholder shall use the best effort to directly settle with the Merchant. If the Disputed Transaction can be successfully settled with Merchant through which the Merchant agreed for the Bank to debit the agreed amount from the Merchant’s Account held with the Bank or with other bank, the Bank will credit the same into the Designated Account of the Cardholder in accordance with this Card Terms and Conditions and other applicable terms and conditions of the Bank.

**14.2** If the Disputed Transaction cannot be settled or resolved between the Cardholder and relevant Merchant, the Cardholder must immediately notify the Bank and request for the Bank’s assistance to resolve the Disputed Transaction. The Bank may, but is not obliged to assist the Cardholder to directly settle the Disputed Transaction with the relevant Merchant or via relevant Acquirer Bank within not more than 180 (one hundred and eighty) business days. In such a case, the Cardholder shall provide the Bank all relevant evidences proving his/her entitlement to the reversal amount. If, after proper investigation, the Bank is satisfied that the Cardholder is entitled to have the transaction reverse, the Bank will credit to the Cardholder’s Designated Account the amount initially debited for the transaction with the relevant Merchant within 15 (fifteen) business days commencing from the date on which the Bank is satisfied with the Cardholder’s reversal request in accordance with the Bank’s applicable internal policies and procedures.

The Cardholder understands that the reversal credit amount may be different from the initially debited amount due to exchange rate or change of Fees and Charges or terms and conditions of the transaction that Cardholder made with the Merchant. The Cardholder hereby agrees that his/her failure to properly and promptly notify and cooperate with the Bank on the Disputed Transaction as identified in this Clause will cause the Cardholder to be solely responsible for all consequences arising out of the belated notification to the Bank.

## **15. LIABILITY FOR UNAUTHORIZED USE\_LOST/STOLEN CARD**

**15.1** The Cardholder must immediately notify the Bank of the lost, stolen, and/or unauthorized use of the Card verbally or in writing. The Cardholder is solely liable for any and all unauthorized transactions. If the lost Card is traced after reporting, the Cardholder shall not use it again for security purpose. The recovered Card shall be cut into half through the magnetic stripe and then immediately return the pieces to the Bank.

## **16. SUSPESION AND TERMINATION OF THE CARD**

**16.1** The Bank may suspend or terminate the Card at any time at its sole discretion. However, the termination thereof shall not affect any and all completed transaction which is not yet debited from the Cardholder's Card Account and the Bank shall then debit the transaction amount directly from the Card Account.

**16.2** The Cardholder may terminate the Card at any time by notifying the Bank in writing in the prescribed form as determined by the Bank and by returning the Card after cutting it into half in the presence of the Bank's authorized employee. In case of suspension or termination of the Principal Card, the other Supplementary Card(s) is still valid and can be used by its respective Supplementary Cardholder and all joint account owners of the Card Account shall be liable for all consequences for the use of that Card(s) in use.

**16.3** The Card shall be simultaneously suspended or terminated without prior notification following the suspension or closure of the Card Account as the case may be.

## **17. CONFIDENTIALITY**

**17.1** The Cardholder shall confidentially safeguard all information and documentation relating to the Card Terms and Conditions including the Card Account number, PIN number and CW2/CVC of the Card. For security purpose, the Cardholder must not disclose or reveal them to any person or entity. The Cardholder can destroy such material and information when they are no longer needed by rendering the data unreadable at any proper time. However, the Bank reserves the right to disclose such information in association with the Cardholder's personal data, Card, Card Account number, Card Account or any other transaction at any time if required by law or authorities.

## **18. INDEMNIFICATION**

**18.1** The Cardholder hereby agree to indemnify and hold the Bank, its agents, employees and directors harmless from and against any suits or the legal actions and all losses, claims, liabilities, damages, costs and expenses, fines, penalties including attorney's fees, directly or indirectly arising from or in connection with the Card Terms and Conditions, use

or misuse of the Card or breach of any and all provisions of the Cards Terms and Conditions by the Cardholder.

## **19. ANTI-MONEY LAUNDERING, COMBATting AGAINST FINANCING OF TERRORISM AND SANCTION CONTROL**

**19.1** Not with standing any other provisions contained in this Card Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

**19.2** The Cardholder must promptly provide to the Bank all information and documents that are within its possession, custody or control reasonably required by the Bank in order for the Bank to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

**19.3** The Cardholder agrees that the Bank may disclose any information and documents concerning Cardholder and Cardholder's Accounts to any authority where required by applicable laws and regulations applicable to the Bank.

**19.4** The Cardholder agrees to exercise its rights and perform its obligations under this Card Terms and Conditions and any other relevant terms and conditions in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

**19.5** The Cardholder declares that it is acting on its own behalf and not in a trustee or agency capacity, unless otherwise clearly and explicitly disclosed to the Bank.

**19.6** The Cardholder agree that the Bank may delay or refuse to process any transaction if the Bank believes on reasonable grounds that:

- a. The transaction may breach any law in Cambodia or any other country.
- b. The transaction directly or indirectly involves the proceeds of unlawful conduct.
- c. The Bank is unable to satisfy itself as to the origin of funds.

**19.7** Any funds which the Bank refuses to process will be refunded to the depositor or the remitting financial institution as determined by the Bank or to other institutions as required by the relevant applicable laws and by relevant regulator.

**19.8** The Cardholder declare and undertake to Bank that all transactions used or authorized to be used under the Card will not breach any applicable laws.

## **20. NOTIFICATION**

**20.1** Cardholder agrees that the Bank can send any notice or notification or communicate to the Cardholder in relation to the Card under this Cards Terms and Conditions via the Bank's Website, digital banking services, or other applicable means of communication of the Bank at its sole discretion.

**20.2** All notifications to be sent by the Bank to the Cardholder via mail or text messaging or telex or facsimile or e-mail or other electronic means using the contact details provided by the Cardholder will be deemed to have been sent to the Cardholder. The Bank will not be responsible for any accidental leakage of the information contained in the electronic notification to the Cardholder.

**20.3** The Cardholder agrees that by calling or accepting calls from the Bank or any person authorized by the Bank, the Cardholder hereby provide his/her consent for the Bank or its authorized person to record the Cardholder's telephone communications with the Bank. The Cardholder, likewise, agrees that such taped or recorded communications may be used or provided by the Bank for any purpose, including being used as evidence in any judicial or administrative process to the extent as permitted by the relevant applicable laws and regulations.

**20.4** For joint account, the notices and other communications sent to any one of the Cardholders shall be deemed to be sent to all joint account owner(s).

**20.5** The Cardholder shall notify the Bank promptly in writing if there is any change of personal data which has been previously provided to the Bank including information concerning its employment, cell phone or office telephone number, electronic and mailing address, home or office address. In order to prevent identity theft, the Cardholder's identity may need to be verified before the Bank act upon the notification.

## **21. ENTIRE AGREEMENT**

**21.1** By signing the Application Form and accepting the Card Terms and Conditions, the Cardholder acknowledge that he/she have read and well understood about these terms and conditions and other provided supplementary documents.

## **22. INVALID PROVISION**

**22.1** This Card Terms and Conditions are subject to change at the sole discretion of Bank without prior written notice to the Cardholder. If any provision of these Card Terms and Conditions is invalid, illegal or unenforceable as stipulated and declared by Cambodian competent court, the invalidity of that provision shall not affect any of the remaining provisions of this Card Terms and Conditions and shall be construed as if the invalid, illegal or unenforceable is not contained in these terms and conditions. The remaining provisions of this Card Terms and Conditions shall continue in full force and effect.

## **23. COPY RECEIVED**

**23.1** The Cardholder acknowledges the receipt of a copy of the Card Terms and Conditions booklet. The Cardholder understands that it is a crime to wilfully and deliberately provide incomplete or incorrect information on any agreement or application when applying for the Card.

## 24. GOVERNING LAW

24.1 The Bank requires all Cardholders to read the Card Terms and Conditions and any other related and applicable terms and conditions carefully and the Cardholder hereby agrees to be bound by this Card Terms and Conditions if he/she use or continue to use any Card issued by the Bank. The Card Terms and Conditions are governed by the laws of the Kingdom of Cambodia.

## 25. DISPUTE RESOLUTION

25.1 In case of any dispute arising out of or in connection with this Card Terms and Conditions including, but not limited to, its construction, interpretation, performance, enforcement, termination (“**Dispute**”) shall be resolved by amicably negotiation between the Bank and the Cardholder within a period of fifteen (15) working days (“**Dispute Resolution Period**”).

If the Dispute cannot be resolved within the Dispute Resolution Period, the Dispute shall be referred to the competent court of the Kingdom of Cambodia

I/We, hereby, the undersigned, have fully read, understood and agreed to abide by all terms and conditions as provided herewith.

**Date:**

**Date:**

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**Name:**

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**Name:**

**Tel:**

**Tel:**