

PRINCE BANKS

CREDIT CARDS TERMS
AND CONDITIONS



PRINCE
BANK

CONTENTS

PRINCE BANK PLC. CREDIT CARD TERMS AND CONDITIONS	1
1. DEFINITIONS	1
2. INTERPRETATIONS	4
3. ELIGIBILITY AND APPLICATION FOR USING THE CREDIT CARD	4
4. CREDIT CARD ISSUANCE AND ACTIVATION	5
5. TYPE OF CREDIT CARD AND AVAILABLE FUNCTIONS UNDER THE CREDIT CARD	6
6. CREDIT LIMIT AND DAILY LIMIT	7
7. FEES AND CHARGES	9
8. INTEREST	9
9. TRANSACTIONS WITH MERCHANT	10
10. CREDIT CARD ACCOUNT AND CREDIT CARD MONTHLY STATEMENT	12
11. REREPAYMENT METHOD UNDER THE CREDIT CARD	13
12. LIABILITY OF THE CREDIT CARDHOLDER	14
13. LIMITATION OF LIABILITY OF PRINCE BANK	16
14. INDEMNIFICATION	17
15. VALIDITY, RENEWAL, SUSPENSION, AND TERMINATION OF THE CREDIT CARD	17
16. DEFAULT BY THE CREDIT CARDHOLDER AND REMEDIES	18
17. NOTIFICATION	20
18. CREDIT INFORMATION	21
19. ANTI-MONEY LAUNDERING, COMBATting AGAINST FINANCING OF TERRORISM AND SANCTION CONTROL	22
20. WAIVER OF BREACH OF THE CREDIT CARD TERMS AND CONDITIONS	23
21. ASSIGNMENT	23
22. ENTIRE AGREEMENT	23
23. ENFORCEMENT AND INVALID PROVISION	24
24. GOVERNING LAW	24
25. DISPUTE RESOLUTION	24

PRINCE BANK PLC. CREDIT CARD TERMS AND CONDITIONS

This terms and conditions governing credit card (“Credit Card Terms and Conditions”) is a legally binding contract between the Cardholder and Prince Bank Plc. (“Prince Bank”) and 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 Prince Bank from time to time.

If any particular business relationships between the Cardholder and Prince Bank are governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over the Credit Card Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) are in conflict with the Credit Card Terms and Conditions.

Any capitalized terms not otherwise defined herein shall have the same meaning given to them in the GTC and the Digital Banking Terms and Conditions.

1. DEFINITIONS

- 1.1. **“Account(s)”** refers to any account such as saving account, current account, fixed/term deposit account, or any other account of the Credit Cardholder opened and maintained with Prince Bank.
- 1.2. **“Account Currency”** means the currency in which the Account(s) and Credit Card Account is denominated.
- 1.3. **“Acquirer Bank”** refers to the bank or financial institution that processes payments under credit card or debit card on behalf of a Merchant.
- 1.4. **“Applicant”** refers to the person who applies to use Credit Card issued by Prince Bank by submitting the Application to Prince Bank.
- 1.5. **“Application”** refers to Prince Bank’s prescribed application form for using of any Credit Card in paper form or in digital form, physically signed and submitted or digitally submitted by the Applicant and approved by Prince Bank in accordance with the Credit Card Terms and Conditions and other relevant applicable terms and conditions of Prince Bank.
- 1.6. **“Available Balance”** refers to the amount to which the Credit Cardholder has access to the Account(s) maintained with Prince Bank.
- 1.7. **“Card Issuer”** or **“Prince Bank”** refers to Prince Bank Plc. including its operating branches.
- 1.8. **“Card Verification Code”** or **“CVC”** refers to an extra code printed on the Credit Card.
- 1.9. **“Card Verification Value”** or **“CVV2”** refers to an authentication system established by credit card companies to further efforts toward reducing of fraud for internet transactions. The Cardholder may be required to enter the CVV2 number at the transaction time to verify that the Credit Card is on hand.

- 1.10. **“Cash Transaction”** refers to a transaction which are involved in immediate outflow of cash towards the purchase of any goods, services, or assets.
- 1.11. **“Contactless Credit Card”** refers to Credit Card with contactless payment feature.
- 1.12. **“Contactless Card Reader”** refers to a point-of-sale reader device (as approved by Prince Bank in its sole and absolute discretion from time to time) at which the Contactless Credit Card may be used to effectuate any Contactless Transaction by tapping or waving the Contactless Credit Card on or against such point-of-sale reader device.
- 1.13. **“Contactless Transaction”** or **“Contactless Payment”** refers to transaction for the purchase of goods and/or services that are successfully carried out and charged by the Cardholder to the Credit Card Account of the Contactless Credit Card of that Cardholder and which are effectuate by tapping or waving the Contactless Credit Card on the applicable Contactless Card Reader and which such transaction has been successfully captured or posted on Prince Bank’s system.
- 1.14. **“Credit Card”** refers to Physical Credit Card as defined under the below Clause 1.27 and Virtual Credit Card as defined in the below Clause 1.35.
- 1.15. **“Credit Cardholder”** refers to an individual to whom the Credit Card is issued. The Cardholder can be Primary Credit Cardholder or Supplementary Credit Cardholder.
- 1.16. **“Credit Card Account”** refers to the account of the Cardholder opened and maintained with Prince Bank linked to the Credit Card and to which Prince Bank shall charge all sums which may be incurred by the Cardholder from the use of the Credit Card including all interests, Fees and Charges payable in respect thereof.
- 1.17. **“Credit Card Monthly Statement”** refers to a monthly statement is a written record prepared by credit cards companies, usually once a month, listing all Credit Card’s transactions for an account, including purchases, cash advance, payments, fees, and finance charges.
- 1.18. **“Credit Limit”** refers to the maximum amount of the Credit Card Account that each Cardholder can use.
- 1.19. **“Due Date”** refers to the date on which the Outstanding Balance on the Credit Card Account is due and which date is clearly stated in the Credit Card Statement. If the Due Date falls on Saturday, Sunday, holidays, or any nonoperating days of Prince Bank, the Outstanding Balance shall be paid on the next working day of the Due Date.
- 1.20. **“Interest Rate”** refers to the rate at which the interest is paid by the Cardholder to Prince Bank following the failure of the Cardholder in repaying the Outstanding Balance in the Credit Card Account resulting from the use of the Credit Card on the Due Date. The interest rates are expressed in a standard way as an annual percentage rate (APR).

- 1.21. **“Merchant”** refers to any business owner, in form of legal entity or individual, both Cambodia and foreign nationals, including its franchisees, granted the authority to accept the Credit Card as a means of payment for goods and/or services purchased by and delivered to the Cardholder.
- 1.22. **“Monthly Required Minimum Payment”** refer to the lowest amount that the Cardholder can pay on their revolving Credit Card Account per month to remain in good standing with credit card companies.
- 1.23. **“Non-Contactless Transaction”** or **“Non-Contactless Payment”** refers to transaction for the purchase of goods and/or services that are not effectuated by tapping or wave the Contactless Credit Card on the applicable Contactless Card Reader and shall include card present transaction, cash advance transactions, funds transfer transaction, transactions performed or to be performed at any ATM.
- 1.24. **“OTP”** refers to One Time Password.
- 1.25. **“Outstanding Balance”** refers to the total balance that the Cardholder owes and shall be repaid to Prince Bank on the Due Date, which balance comprises of all transaction amounts performed under the Credit Card, Fees and Charges, and interest accrued in connection with the usage of the Credit Card.
- 1.26. **“Personal Identification Number (PIN)”** refers to a 4 to 6 digits numeric code used by the Cardholder to complete various transactions.
- 1.27. **“Physical Credit Card”** refers to any Credit Card bearing the logo of Visa or MasterCard or UnionPay, or of other brand of any other credit card companies, physically issued by Prince Bank under the Credit Card Terms and Conditions at the request of the Applicant for the use of the Cardholder through which the Cardholder carry the Credit Card physically for his/her use in accordance with the available functions of the Credit Card as specified in the below Clause 5.
- 1.28. **“POS”** refers to the point of sale.
- 1.29. **“Primary Credit Card”** refers to any Credit Card issued by Prince Bank for the use of the Primary Cardholder.
- 1.30. **“Primary Credit Cardholder”** refers to the Applicant who files an Application with a request to use the Credit Card and whose request was approved by Prince Bank.
- 1.31. **“Purchase Transaction”** refers to a transaction using Credit Card for payment to obtain goods and/or services.
- 1.32. **“Supplementary Credit Card”** refers to the Credit Card issued by Prince Bank at the request of the Primary Credit Cardholder for the use of the Supplementary Credit Cardholder(s).
- 1.33. **“Supplementary Credit Cardholder”** refers to any person who is authorized by the Primary Credit Cardholder and agreed by Prince Bank to use the Credit Card. The Primary and Supplementary Credit Cardholder shall jointly be responsible for all transactions made with the Credit Card.

- 1.34. **“Three-Domain Secure”** or **“3Ds or 3D secure”** refers to the 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 the credit card companies of the credit card brand with whom Prince Bank partnered to issue the Credit Card for the use of the Credit Cardholder.
- 1.35. **“Virtual Credit Card”** refers to the credit card bearing logo of Visa, MasterCard, or UnionPay, or of other brand of any credit card companies, virtually issued by Prince Bank at the request of the Applicant using the Digital Banking Services with features of Physical Credit Card.
- 1.36. **“Website”** shall refer to <https://www.princebank.com.kh/>

2. INTERPRETATIONS:

- 2.1. References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of the Credit Card Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of the Credit Card Terms and Conditions.
- 2.2. The headings in the Credit Card Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of the Credit 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. ELIGIBILITY AND APPLICATION FOR USING THE CREDIT CARD

- 3.1. The Customer with the following criteria is eligible to apply for the Credit Card from Prince Bank:
- a) Cambodian or foreign nationals who is older than 18 years of age; and
 - b) Has opened and maintained an active saving or current account with Prince Bank; and
 - c) Has agreed to be bound by this Credit Card Terms and Conditions by signing on the Application subject to this Credit Card Terms and Conditions or by clicking on the “I Accept” button via any digital channel made available by Prince Bank including, the Mobile App launched by Prince Bank.

- d) Has created or provided security interest in the deposit in the Account(s), or any movable or immovable property legally owned by the Applicant or any third-party, unless otherwise agreed by Prince Bank.
- 3.2. The Customer shall go to any operating branch of Prince Bank to apply for the Credit Card of any type or may do so through Digital Banking Services in accordance with the policies, procedures, and operating guideline of Prince Bank. The Customer shall provide to Prince Bank the true, valid, and accurate information and documents as required by Prince Bank through the applicable means of communication as determined and communicated to the Customer by Prince Bank.
 - 3.3. For the joint account with mode of operation "anyone to sign", the Primary Credit Card can be issued by Prince Bank at the request of any joint account owner. The other joint account owner of the Credit Card Account of the Primary Credit Card can also apply for the Supplementary Credit Card to use with that Credit Card Account.
 - 3.4. Notwithstanding the fulfilment of all criteria as mentioned in this Clause 3, Prince Bank may reject any request for using the Credit Card at its absolute discretion with no obligation to provide any reason.

4. CREDIT CARD ISSUANCE AND ACTIVATION

- 4.1. Subject to Prince Bank's receipt of the Application and regardless of whether the Applicant meets all eligibility criteria when applying for the Credit Card as stated in the above Clause 3, Prince Bank may issue the requested Credit Card for the use of the Applicant in accordance with the applicable laws and regulations, the internal policies, procedures, and guidelines of Prince Bank and this Credit Card Terms and Conditions.
- 4.2. In order to issue a Credit Card at the request of the Applicant, Prince Bank may require the Applicant to create security interest in certain amount of cash in the Account(s), or in any movable or immovable property legally owned by the Applicant or any third-party to secure the total Outstanding Balance owes to Prince Bank as result of using the Credit Card to be issued by Prince Bank ("Collateral"), unless otherwise agreed by Prince Bank. In such a case, the Credit Cardholder agrees to execute valid and enforceable security relevant documents as required by Prince Bank to ensure that Prince Bank will have first priority security interest over the Collateral which can be asserted against any third party.
- 4.3. In case that the Credit Card Account is a Corporate Account, such Corporate Account owner shall be considered as the Credit Cardholder and the Credit Cardholder agrees that the Credit Card shall be issued in the name of the Credit Cardholder's authorized representative(s) subject to the evaluation and approval of Prince Bank.

- 4.4. For Physical Credit Card, upon issuance and collection of the Credit Card by the approved Applicant, Prince Bank may require the Applicant to immediately sign on the signature panel on the back of the Credit Card.
- 4.5. A Personal Identification Number (PIN) will be issued by Prince Bank to the Credit Cardholder to use the Credit Card performing PIN-based transaction at the ATM terminals/machines or other machines as available under functional specifications of each Credit Card. The Credit Cardholder is required to change this initial PIN immediately once receiving it from Prince Bank's employee at the ATM terminals/machines or other machines as available under functional specifications of each Credit Card.
- 4.6. The Primary Credit Cardholder can request Prince Bank to issue Supplementary Credit Card(s) under his/her Credit Card Account in accordance with this Credit Card Terms and Conditions. Prince Bank may, at its sole discretion, reject the request for the issuance of such Supplementary Credit Card without providing any reason. If Prince Bank agrees to issue the Supplementary Credit Card(s) at the request of the Primary Credit Cardholder, the Supplementary Credit Cardholder(s) is authorized to use the Supplementary Credit Card to the maximum amount of the Credit Limit of that Credit Card Account as approved by Prince Bank and under the sole responsibility of the Primary Credit Cardholder. The Supplementary Credit Cardholder can only use the Supplementary Credit Card for the transactions as specified in the below Clause 5.
- 4.7. The Virtual Credit Card shall be requested by the Physical Credit Cardholder and approved by Prince Bank using the Digital Banking Services in accordance with the Digital Banking Terms and Conditions and this Credit Card Terms and Conditions. Upon approval of the Application for Virtual Credit Card through the Digital Banking Services, the Cardholder will be provided the Virtual Credit Card Number, the CVV2 or CVC and the expiry date of the Virtual Credit Card for usage in accordance with the above-mentioned terms and conditions.
- 4.8. The Credit Cardholder understands and acknowledges that the Credit Card is the exclusive property of Prince Bank and is not transferable by the Credit Cardholder.

5. TYPE OF CREDIT CARD AND AVAILABLE FUNCTIONS UNDER THE CREDIT CARD

- 5.1. Except for Virtual Credit Card which can be used only for online purchasing transaction as described in the below Clause 5.1.1, all Credit Card issued by Prince Bank shall have the available functions as specified below:

5.1.1. Purchasing Transaction

- a) The Credit Cardholder may use the Credit Card to make a purchase with any Merchant by providing accurate information required by Prince Bank for the approval of a transaction.

- b) For online purchasing with the Merchant who use 3D secure, the Credit Cardholder will be required to input OTP when processing each transaction. However, with some Merchant who does not use 3D secure, OTP input is not required.

5.1.2. **Purchase Transaction with Contactless Payment**

- a) The Contactless Payment may be subject to the limited value of each transaction for security reason (“Contactless Payment Limit”). Prince Bank may change the Contactless Payment Limit at any time with prior notice to the Credit Cardholder through announcement made at the operating branches, Prince Bank’s Official Website, and/or other digital channels.
- b) The Credit Cardholder may use the Contactless Payment without limiting the number of transactions on the Contactless Credit Card 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.
- c) All the Contactless Credit Card issued is PayWave/PayPass enabled. The Contactless Credit Card may be used only to perform Contactless Payment on all applicable Contactless Card Reader as approved by Prince Bank from time to time, at its absolute discretion.

5.1.3. **Cash Transaction:** The Credit Cardholder may use the Credit Card to withdraw cash through the ATM at any Acquirer Bank and POS at any Merchant.

- 5.2. The Credit Cardholder must not use the Credit Card for any unlawful purpose including the purchase of goods and/or services prohibited by the applicable laws and regulations.
- 5.3. Exchange Rate: In case of cross currency transaction is made under the Credit Card, Prince Bank is entitled to apply the exchange rate at its absolute discretion. Prince Bank reserves all rights to determine the relevant applicable exchange rate to decide whether a Daily Limit has been breached and/or whether the available Credit Limit in the Credit Card Account is sufficient to process such transaction performed under the Credit Card.
- 5.4. The Credit Cardholder must pay any transactions denominated in United States Dollar. Prince Bank has the right charge the currency conversion fee if the payment made under the Credit Card is in different currency from that of the Credit Card Account.

6. **CREDIT LIMIT AND DAILY LIMIT**

6.1. **Credit Limit:**

- 6.1.1. Each Credit Card Account will be granted the maximum credit limit as approved by Prince Bank (“**Credit Limit**”) for the use of the Credit Cardholder. The notice on the Credit Limit of the respective Credit Card will be duly served on the respective Credit Cardholder. This Credit Limit shall be shared by among Physical Credit Cardholder, Supplemental Credit Cardholder and Virtual Credit Cardholder (if any).
- 6.1.2. The Credit Cardholder is not allowed to perform any transaction under the Credit Card which exceeds the Credit Limit. However, in case that the Credit Limit is breached by the Credit Cardholder, Prince Bank, without prior notice, may:
- a) decline any transaction performed in breach of the Credit Limit; and/or
 - b) suspend the use of the Credit Card by the Credit Cardholder; and/or
 - c) charge an over-limit fee as determined by Prince Bank.
- 6.1.3. The Credit Cardholder understands and agrees that by authorizing a transaction which exceeds the Credit Limit, Prince Bank is deemed to have approved on the increase of the relevant Credit Limit. Prince Bank may demand immediate payment of any amount used exceeding the Credit Limit, at Prince Bank’s sole discretion. The use of the Credit Card exceeding the Credit Limit, without prior approval of Prince Bank, shall be considered as a fraudulent act of the Credit Cardholder.
- 6.1.4. Prince Bank may increase or decrease the Credit Limit, whether pursuant to the request of the Credit Cardholder or at its sole discretion, due to the history of the Credit Card Account. The Credit Cardholder understands and agrees that a written confirmation from the Cardholder on the increased or decreased of the Credit Limit is not required prior to Prince Bank’s decision on the increasing or decreasing of any Credit Limit. Prince Bank will provide written notification of any such increase or decrease to the Credit Cardholder.

6.2. Daily Limit:

- 6.2.1. The use of the Credit Card is subject to daily limit on the frequency, or the amount of the transactions performed under the Credit Card including, but not limited to, the purchase or the cash withdrawal as determined by Prince Bank at its absolute discretion of Prince Bank, provided that a notice in this regard is duly served on the Credit Cardholder (“Daily Limit”).
- 6.2.2. The Daily Limit is subject to change(s) or amendment(s) by Prince Bank at its absolute discretion at any time, provided that a notice is duly served on the Credit Cardholder.

6.2.3. The Credit Cardholder may request Prince Bank to increase or decrease the Daily Limit of the Credit Card issued following his/her Credit Card type in a prescribed form as determined by Prince Bank and Prince Bank, at its absolute discretion, may reject or grant such request.

7. FEES AND CHARGES

- 7.1. In addition to the Interest as stated in the below Clause 8, The Cardholder shall pay the fees and charges for the use of the Credit Card in accordance with Prince Bank's Fees and Charges as duly notified to the Credit Cardholder by Prince Bank ("Fees and Charges").
- 7.2. The Fees and Charges is subject to change or amendment by Prince Bank at its sole discretion, provided that a prior notice will be duly served on the Credit Cardholder by Prince Bank. Such amendment(s) or change(s) will be effective and bind on the Credit Cardholder from the date such changes are notified to the Credit Cardholder.
- 7.3. The Credit Cardholder agrees that Prince Bank is irrevocably authorized by the Credit Cardholder to automatically debit the Account(s) for the payment of the Fees and Charges, either immediately or on a subsequent statement, whichever is applicable. In case that there is no sufficient balance in the Credit Card Account for the debit as agreed in this Clause, the Credit Cardholder agrees that Prince Bank is irrevocably authorized by the Credit Cardholder to debit any or all Account(s) of the Credit Cardholder maintained with Prince Bank.

8. INTEREST:

- 8.1. Upon Prince Bank's approval of the Application submitted by the Applicant, Prince Bank will advise the Credit Cardholder of the applicable annual/monthly interest ("Interest") at a rate determined by Prince Bank and duly notified to the Credit Cardholder in case that the Credit Cardholder failed to repay the total Outstanding Balance owes to Prince Bank under the use of the Credit Card. Prince Bank has the right to amend the Interest Rate from time to time at its sole discretion and will notify the Cardholder in advance of any changes of the Interest Rate. The Interest shall be calculated as follows:
 - 8.1.1. For the Purchase Transaction: Upon receipt of the Credit Card Monthly Statement following the use of the Credit Card each month, the Credit Cardholder may choose to pay the total Outstanding Balance in full or only pay the Monthly Required Minimum Payment on the Due Date. The Outstanding Balance, the Monthly Required Minimum Payment, and the Due Date for making repayment to Prince Bank will be detailed in the Credit Card Monthly Statement as stated in the below Clause 10.3.

- a) If the Credit Cardholder pays only the Monthly Required Minimum Payment as stated in the Credit Card Monthly Statement, the Credit Cardholder must pay the Interest calculated on the remaining amount of the total Outstanding Balance less the Monthly Required Minimum Payment to Prince Bank on the Due Date of the next billing cycle, otherwise the Interest will keep accruing on total Outstanding Balance until the date on which the total Outstanding Balance is paid to Prince Bank in full.
 - b) In case of late payment, Prince Bank has the right to charge late payment fee as duly notified to the Credit Cardholder.
- 8.1.2. For Cash Transaction: The Interest shall be calculated based on the amount of the Cash Transaction and from the Cash Transaction date until the date on which the repayment of such amount is fully settled with Prince Bank.

9. TRANSACTIONS WITH MERCHANT

- 9.1. The Credit Cardholder understands and agrees that the relationship between the Credit Cardholder and the Merchant in any respect is independent from the relationship between the Credit Cardholder and Prince Bank established under this Credit Card Terms and Conditions. The transactions with the Merchant under which the Credit Card is used shall be the sole responsibility of the Credit Cardholder. Prince 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 Credit Cardholder.
- 9.2. The Credit Cardholder understands and acknowledges that the Merchant may refuse to accept the Card for whatever reason, and in such a case, Prince Bank is not liable in any form whatsoever.
- 9.3. The process of payment to the Merchant under the Credit Card will not be completed unless Prince Bank has verified and processed the transaction according to Prince Bank's usual banking practices, regardless of any receipt produced at the time of the transaction.
- 9.4. Any Credit Card transaction amount presented to Prince Bank for authorization or for payment is subject to a repayment by the Credit Cardholder to Prince Bank under this Credit Card Terms and Conditions.
- 9.5. **Charge Back Request Process:**
- 9.5.1. The Credit Cardholder may request Prince Bank:
- a) To raise dispute arising out of or in connection with the purchase and cash transaction to any Merchant including a situation in which a Credit Cardholder questions on the validity of a transaction that was deducted from the Credit Card Account; or

- b) To reverse any transaction that the Credit Cardholder and the Merchant confirmed as unrecognized transaction, erroneous transaction or unauthorized transaction or other reasons, hereinafter referred to as **"Disputed Transaction"**.

9.5.2. In all cases of Disputed Transaction, the Credit Cardholder shall use the best effort to directly settle with the Merchant:

- a) If the Disputed Transaction can be successfully settled with Merchant through which the Merchant agreed for Prince Bank to debit the agreed amount from the Merchant's account held with Prince Bank or with other bank, Prince Bank will credit the same into the Account(s) of the Credit Cardholder in accordance with this Credit Card Terms and Conditions and other applicable terms and conditions of Prince Bank.
- b) If the Disputed Transaction cannot be settled or resolved between the Credit Cardholder and the relevant Merchant, the Credit Cardholder must immediately notify Prince Bank and request for Prince Bank's assistance to resolve the Disputed Transaction. Prince Bank may, but is not obliged to, assist the Credit Cardholder to directly settle the Disputed Transaction with the relevant Merchant or via relevant acquirer bank within a period for not more than 180 (one hundred and eighty) business days. In such a case, the Credit Cardholder shall provide Prince Bank all relevant evidence proving his/her entitlement to the reversal amount. If, after proper investigation, Prince Bank is satisfied that the Credit Cardholder is entitled to have the transaction reverse, Prince Bank will credit to the Credit Cardholder's Account(s) the amount initially debited for the transaction with the relevant Merchant within 15 (fifteen) business days commencing from the date on which Prince Bank is satisfied with the Credit Cardholder's reversal request in accordance with Prince Bank's applicable internal policies and procedures.

The Credit Cardholder understands and agrees 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 the Credit Cardholder made with the Merchant. The Credit Cardholder hereby agrees that his/her failure to properly and promptly notify and cooperate with Prince Bank on the Disputed Transaction as identified in this Clause will cause the Credit Cardholder to be solely responsible for all consequences arising out of the belated notification to Prince Bank.

10. CREDIT CARD ACCOUNT AND CREDIT CARD MONTHLY STATEMENT

- 10.1. The Credit Cardholder shall open a Credit Card Account with Prince Bank for the use of the Credit Card and shall have any Account(s) opened and maintained with Prince Bank for the purpose of settling the due Outstanding Balance and Interest (as the case may be) as specified in the Credit Card Monthly Statement.
- 10.2. The Credit Cardholder shall ensure that there is always enough Available Balance in the Account(s) for settling all due payments including, but not limited to, the due Outstanding Balance, the Fees and Charges, the Interests due, resulting from the use of the Credit Card.
- 10.3. **Credit Card Monthly Statement:**
- 10.3.1. Prince Bank will provide the Credit Card Monthly Statement to the Credit Cardholder in the form of hard copy or in digital form via Digital Banking Services, or email that is provided to Prince Bank by the Credit Cardholder.
- 10.3.2. The Credit Card Monthly Statement in digital form is deemed to be properly given to the Credit Cardholder when it is available on Prince Bank's Digital Banking Services or when there is no automatic notice on failure delivery system if it is sent by email. In case where the Credit Cardholder claims that no Credit Card Monthly Statement is received, he/she shall notify Prince Bank as soon as practicable. Otherwise, the Credit Cardholder shall be liable for all possible late payment in accordance with this Credit Card Terms and Conditions. Upon receipt of such notification from the Credit Cardholder, Prince Bank may initiate an investigation of the root cause of the non-receipt of such Credit Card Monthly Statement by the Credit Cardholder and determine whether the Credit Cardholder's claim is just and reasonable and whether the Cardholder shall be liable for the late payment.
- 10.3.3. The Credit Card Monthly Statement shall be deemed as correct if there is no notification on erroneous transaction(s) sent by the Credit Cardholder to Prince Bank within 15 (fifteen) business days commencing from issuance date of such Credit Card Monthly Statement of Credit Card. In case that the Credit Cardholder wishes to dispute the correctness of the Credit Card Monthly Statement, the Credit Cardholder may do so at any operating branch of Prince Bank and shall provide all supporting documents and information proving the incorrectness of the specific transactions under Credit Card Monthly Statement. Prince Bank will resolve such issue on its best effort and the Credit Cardholder agrees that Prince Bank's decision on the issue shall be final.

- 10.4. The Credit Cardholder has the obligation to pay the Outstanding Balance, the Monthly Required Minimum Payment on the Due Date regardless of whether he/she has received the monthly Credit Card statement late or has not received it.

11. REREPAYMENT METHOD UNDER THE CREDIT CARD

11.1. Credit Card Repayment Method

- 11.1.1. The Credit Cardholder can pay the due Outstanding Balance, including, but not limited to, the purchase price paid to the Merchant, cash advance, and other transactions made under the Credit Card, Fees and Charges, and Interest as detailed in the Credit Card Monthly Statement by performing cash deposit, or funds transfer, or check deposit and other bank's check deposit into the designated Account(s) of the Credit Cardholder maintained with Prince Bank at any operating branch of Prince Bank or through Digital Banking Services made available by Prince Bank, including, without limitation to, transactions at Prince Bank's ATM/CDM, and Prince Mobile App.
- 11.1.2. The Repayment made to Prince Bank via the designated Account(s) shall be applied in the following order:
- a) Full amount of over limit.
 - b) Full amount of the overdue interest relating to Cash and Purchase transaction and DPP from previous statement.
 - c) Full amount of interest shown in current statement.
 - d) 10% (10 percent) of fees shown in current statement.
 - e) Full amount of overdue minimum amount due which is not paid for previous statement.
 - f) Full amount of DPP instalment amount in current statement.
 - g) Cash transaction principal of current statement.
 - h) Purchase transaction principal of current statement.
 - i) Full amount of Interest and/or fees relating to new transactions not yet shown in the current statement.
 - j) Full amount of cash transaction principal not yet shown in the current statement.
 - k) Full amount of Purchase transaction principal not yet shown in the current statement.
- 11.1.3. Payment exceeding required amount:
- a) For Credit Card Account with Instalment Plans: If any payment made is greater than the statement closing balance, the exceeding amount will be applied to pay off the balance of the Instalment Plans in a priority order as solely determined by Prince Bank.

- b) For Credit Card Account without Instalment Plans: If any payment made is greater than the statement closing balance, the exceeding amount will be added to the open balance to buy until such exceeding amount is spent.
- 11.1.4. Check or other non-cash: If the Credit Cardholder make a check or other non-cash deposit to the designated Account(s), Prince Bank may defer making available the amount credited until the funds are cleared. If the check or other non-cash deposit is subsequently dishonoured, Prince Bank will debit the designated Account(s) by the value of the dishonour (if the deposit has previously been credited to the designated Account(s)) and charge a dishonour fee.
- 11.1.5. The Credit Cardholder can set an auto payment by debiting from the Credit Cardholder's designated Account(s) and the Credit Cardholder must make sure that the balance in the designated Account(s) must be sufficient for the payment of the due Outstanding Balance. The auto payment date will be set to debit from the Credit Cardholder's designated Account(s) 01 (one) business day before the Due Date and the payment will be processed on the Due Date.
- 11.1.6. In all cases, in order to ensure that the Credit Cardholder pay to Prince Bank all due Outstanding Balance and/or the Monthly Required Minimum Payment amount, the Credit Cardholder agrees and authorizes Prince Bank to, at Prince Bank's sole discretion, automatically debit the due Outstanding Balance from the Credit Cardholder's designated Account(s) held with Prince Bank for the payment of the due Outstanding Balance to Prince Bank. In case there is no cash or not enough cash in the designated Account(s), the Credit Cardholder agrees and authorizes Prince Bank to directly manual debit from the Account(s) of the Credit Cardholder held with Prince Bank, at its sole discretion or at request of the Credit Cardholder.
- 11.2. **Amount Due**
- a) The Credit Cardholder can make full payment of the due Outstanding Balance before or on the Due Date as specified in the Credit Card Monthly Statement provided by Prince Bank.
 - b) The Credit Cardholder can pay some of the due Outstanding Balance or the Monthly Required Minimum Payment to Prince Bank for a billing cycle. The remaining Outstanding Balance from the previous billing cycle will be carried over to the next billing cycle. In all cases, the Credit Cardholder shall at the latest pay all due Outstanding Balance on the Due Date indicated in the next billing cycle.

12. LIABILITY OF THE CREDIT CARDHOLDER

- 12.1. The Credit Cardholder shall provide to Prince Bank all valid and accurate information and documents and undertakes to notify Prince Bank as soon as practicable of any changes in relation to the Credit Cardholder's information

including any change of address, telephone number or email address, and any other means of communication by which Prince Bank may communicate with the Credit Cardholder aside from those which have been disclosed in the Application.

12.2. Security Measures:

12.2.1. The Credit Cardholder must safeguard the PIN and keep it completely and separately from the Credit Card to avoid from being disclosed and/or discovered by any third person. Most importantly, the Credit Cardholder is recommended to frequently change the PIN for security purposes. If the Cardholder believes that someone may have discovered the PIN, the Cardholder is required to contact Prince Bank immediately and as soon as practicable. The Credit Cardholder is responsible for all consequences arising out of the disclosures of PIN or other confidential information related to the Credit Card and/or unauthorized use of the Credit Card and shall be liable for any further liability which may incur on the Credit Card Account with respect to any unauthorized use of the PIN, other related confidential information of the Credit Card and the Credit Card itself.

12.2.2. The Credit Cardholder must take all reasonable precautions and measures to prevent any unauthorized uses of the Credit Card.

12.2.3. If the Credit Card is stolen or lost, or used without authorization of the Credit Cardholder, the Credit Cardholder must immediately notify Prince Bank either by phone call, email, or in person. If the lost Credit Card is traced after reporting, the Credit Cardholder shall not use it again for security purpose. Lost or stolen Credit Card which is subsequently found by the Credit Cardholder must be returned to Prince Bank.

12.2.4. If the Credit Cardholder has contributed to the loss of the Credit Card by unreasonably delaying in reporting to Bank of the loss or the stealing of his/her Credit Card or the unauthorized use of the Credit Card, the Credit Cardholder shall be liable for all transactions and any charges as a result of the unauthorized use of the lost or stolen Credit Card (irrespective of whether the unauthorized use of the Credit Card for any transaction is made by mail, email, telephone, internet transactions, or otherwise) incurred by the Credit Cardholder before Prince Bank receives a proper written report on the loss, stolen card and unauthorized use of the Credit Card with relevant concrete evidence from the Credit Cardholder.

12.2.5. The Credit Cardholder also agrees to assist Prince Bank in determining the facts, circumstances and other pertinent information relating to any loss, stolen or possible unauthorized use of the Credit Card and comply with such procedures as Prince Bank may require in connection with its investigation.

- 12.3. The Credit Cardholder shall keep track all transactions made under the Credit Card to ensure that the Credit Cardholder will not perform any transaction under the Credit Card which exceeds the Credit Limit at any given time. The Credit Cardholder shall be responsible for settling all the transactions and all fees resulting from the transaction exceeding the Credit Limit. Prince Bank may allow the Credit Cardholder to undertake any transaction of which total value exceeds the Credit Limit approved in accordance with the provisions of this Credit Card Terms and Conditions. All risks associated with those transactions shall be solely responsible by the Credit Cardholder.
- 12.4. The Credit Cardholder is liable for all transactions performed under the use of the Credit Card whether or not such use is authorized by or known to the Credit Cardholder.
- 12.5. The Cardholder shall be liable to pay for all related taxes as required by the applicable laws and regulations.
- 12.6. The Credit Cardholder shall check the transaction amount as indicated in the transaction voucher or other documents with similar nature to ensure the accuracy of the transaction amount before signing it. Prince Bank is not responsible for any error or mistake arising out of or in connection with any transaction entered into by any Merchant and the Credit Cardholder.
- 12.7. The Credit Cardholder is strongly recommended to obtain and retain all transaction record slips and all other relevant documents issued to him/her by the Merchant for the purpose of verification against the Credit Card Monthly Statement.
- 12.8. The Cardholder shall be responsible for all transactions involving in the use of an electronic access process.

13. LIMITATION OF LIABILITY OF PRINCE BANK

- 13.1. Prince Bank will not be liable whatsoever for bad quality of goods and/or services provided by the Merchant following the purchase and no credit will be made to the Credit Card Account for bad quality of goods and/or services purchased by the Credit Cardholder.
- 13.2. The Credit Cardholder shall be solely responsible to resolve all the issues directly with the Merchant with respect of the purchase of goods and/or services.
- 13.3. Prince Bank shall not be liable for any damage or loss, directly or indirectly, suffered by the Credit Cardholder or any third party arising out of or in connection with the followings:
 - a) Any Merchant refusing to accept the Credit Card for any reason whatsoever; or
 - b) Any malfunction, mistake, damage of any ATM and/or any equipment accepting the Credit Card; or

- c) Delays or inability of Prince Bank to carry out the responsibilities under this Credit Card Terms and Conditions by any breakdown of machine, data, communication, or any event beyond the control of Prince Bank or any consequences due to fraud or forgery; or
- d) Any inability to access data and/or information pertaining to the Credit Card; or
- e) Any defect or malfunction of goods and services which the Credit Cardholder purchases or receives by using the Credit Card.

14. INDEMNIFICATION

- 14.1. The Credit Cardholder hereby agrees to indemnify and hold Prince 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 use or misuse or unauthorized use of the Credit Card or breach of any provision of this Credit Card Terms and Conditions by the Credit Cardholder.

15. VALIDITY, RENEWAL, SUSPENSION, AND TERMINATION OF THE CREDIT CARD

- 15.1. The Credit Card will be valid from the date of its issuance until its expiry date shown on the Credit Card and may be renewed following the request of the Credit Cardholder at the sole discretion of Prince Bank.
- 15.2. Prince Bank may amend, at its sole discretion, the Credit Card number and/or expiry date of the Credit Card when issuing a renewal or replacement of Credit Card to the Credit Cardholder. The Credit Cardholder is solely responsible to communicate this change to any party with whom the Credit Cardholder may have payment arrangements. Prince Bank will not be responsible for any damages to the Credit Cardholder if the transaction is declined, whether under the former Credit Card number or otherwise.
- 15.3. The use of the Credit Card can be suspended or terminated by Prince Bank at its sole discretion without the obligation to provide any reason whatsoever to the Credit Cardholder or can be terminated by the Primary Credit Cardholder.
- 15.4. The termination of the use of the Credit Card upon request of the Credit Cardholder will be processed only upon receipt of written notification by the Primary Cardholder of his/her intention to terminate the Credit Card and the Credit Card Account and of full payment of any Outstanding Balance on the Credit Card Account together with any other payment obligations. When the Primary Credit Cardholder has terminated the use of the Credit Card, neither the Primary nor any Supplementary Credit Cardholder may make any further transaction on the Credit Card and/or Credit Card Account. The

Primary Credit Cardholder may close the Credit Card Account at any time by notifying Prince Bank in writing and by paying in full the Outstanding Balance of the Credit Card Account including fees and interests on all transactions.

15.5. Upon the effective termination of the use of the Credit Card:

15.5.1. The Credit Cardholder shall return the Credit Card back to Prince Bank at any operating branch of Prince Bank within a specific period as notified by Prince Bank; and

15.5.2. The Credit Cardholder shall repay to Prince Bank the total Outstanding Balance of the Credit Card Account in full including, without limitation to, all transaction amounts made under the Credit Card and not yet repaid back to Prince Bank, all unpaid Fees and Charges, all unpaid Interest, and other associated costs and expenses which will become immediately due and payable (without obligation to provide further notice) the demand of Prince Bank.

15.5.3. The Credit Cardholder and/or Supplementary Credit Cardholder shall not use the Credit Card after its expiry date, cancellation, suspension, termination, withdrawal, or permit other persons to use the Credit Card for any reason whatsoever. The on-going use of the Credit Card thereafter shall be considered as a fraudulent act of the Credit Cardholder and/or the Supplementary Credit Cardholder.

15.6. Any Collateral provided by the Cardholder to secure the repayment of the Outstanding Balance in the Credit Card Account will continue to be held by Prince Bank for a minimum period of 30 (thirty) business days from the termination date of the Credit Card. However, Prince Bank has the right to continue to hold the Collateral until the Outstanding Balance is fully paid to it.

16. DEFAULT BY THE CREDIT CARDHOLDER AND REMEDIES

16.1. The following act(s), omission(s) or circumstance(s) will constitute an event of default by the Credit Cardholder:

16.1.1. The Credit Cardholder fails to settle the due Outstanding Balance on the Due Date.

16.1.2. The Credit Cardholder fails to provide any information as required by Prince Bank in relation to the Credit Card and its use.

16.1.3. The Credit Cardholder make any false, inaccurate, or misleading statements in any Application or credit update.

16.1.4. The Credit Cardholder fails to keep any promises he/she have made under the Credit Card related documents including this Credit Card Terms and Conditions.

16.1.5. The Credit Cardholder fails to perform any of his/her obligations as agreed hereunder or as agreed in any related documents.

- 16.1.6. The Credit Cardholder uses the Credit Card against the applicable laws or for illegal purpose.
- 16.1.7. The Credit Cardholder changes his/her permanent residence to other foreign country without giving prior notice to Prince Bank.
- 16.1.8. The Credit Cardholder files a petition in bankruptcy or have a bankruptcy petition filed against him/her, or the Credit Cardholder become involved in any insolvency or custodial proceeding.
- 16.1.9. If anyone attempts to take any of the Credit Cardholder funds held by Prince Bank via legal process or if the Credit Cardholder have a judgment or tax implication filed against him/her.
- 16.1.10. If Prince Bank, acting in good faith, believes that the Credit Cardholder's ability to repay the due Outstanding Balance, charges, fees, or interest is or soon will be impaired, or that the Credit Cardholder is unwilling to make the payments due.
- 16.1.11. Absence of the Credit Cardholder without detailed information provided to Prince Bank.
- 16.1.12. The Credit Cardholder intentionally cause damages to Prince Bank.
- 16.2. In case of default by the Credit Cardholder, Prince Bank may, at its sole discretion, use one or more remedies as specified below:
 - 16.2.1. Suspend or terminate the use of the Credit Card by the Credit Cardholder; and/or
 - 16.2.2. Declare that the Outstanding Balance is immediately due and payable; and/or
 - 16.2.3. Apply late payment, over-limit fees, and/or other fees as determined by Prince Bank; and/or
 - 16.2.4. Automatically debit from any of all Account(s) of the Credit Cardholder held with Prince Bank for the due Outstanding Balance.
 - 16.2.5. If the Credit Cardholder fails to pay the Outstanding Balance within 90 (ninety) calendar days commencing from the date on which Prince Bank notifies the Cardholder of his/her default:
 - a) If the Credit Cardholder has provided a fixed deposit account as a security, the Credit Cardholder irrevocably authorizes and provides Prince Bank the right and discretion to directly deduct the Outstanding Balance together with applicable fees and charges from such fixed deposit account of the Credit Cardholder maintained with Prince Bank without any further confirmation or approval from the Credit Cardholder.
 - b) If the Credit Cardholder has provided any movable or immovable property as collateral to secure the payment of due Outstanding Balance together with the applicable fees

and charges, the Credit Cardholder irrevocably authorizes Prince Bank to proceed a claim against that collateral to the extent as permitted by the applicable law without any further confirmation or approval from the Credit Cardholder.

- c) If any third-party has provided corporate guarantee to secure the payment of due Outstanding Balance together with the applicable fees and charges, Prince Bank has the right to take necessary legal action to recover repayment of the Outstanding Balance against the corporate guarantor which provides a guarantee for the Credit Cardholder's use of the Credit Card without any further confirmation or approval of the Credit Cardholder and/or such corporate guarantor.
- d) Prince Bank has the right to enforce Prince Bank's right to claim for all Outstanding Balance together with all applicable fees and charges including, but not limited to, the debt collection and commencement of any possible legal action to the extent as permitted by the relevant applicable laws. The Credit Cardholder agrees to pay reasonable enforcement expenses and costs including legal costs and litigation expenses under this Credit Card Terms and Conditions reasonably incurred by Prince Bank in the collection of that debt in the event of default by the Credit Cardholder.
- e) If the Credit Cardholder has more than one account with Prince Bank, a default on one account shall automatically be considered as a default on all other accounts of the Credit Cardholder held with Prince Bank.
- f) Prince Bank can terminate all Credit Cardholder's Account(s) maintained with Prince Bank.
- g) Keep record of the Credit Cardholder's default in its list and may disclose it to the extent as permitted by the applicable law.

17. NOTIFICATION

- 17.1. The Credit Cardholder agrees that Prince Bank can send any notice or notification or communicate to the Credit Cardholder in relation to the Credit Card under this Credit Card Terms and Conditions through Prince Bank's Website, phone call, text message, SMS, instant message, email, other digital channels, or other applicable means of communication, as made available by Prince Bank, at its sole discretion.
- 17.2. All notifications to be sent by Prince Bank to the Credit Cardholder via mail or text messaging or telex or facsimile or e-mail or other electronic means using the contact details provided by the Credit Cardholder will be deemed to have been sent to the Credit Cardholder. Prince Bank will not be responsible for any accidental leakage of the information contained in the electronic notification to the Credit Cardholder.

- 17.3. The Credit Cardholder agrees that by calling or accepting calls from Prince Bank or any person authorized by Prince Bank, the Credit Cardholder hereby provide his/her consent for Prince Bank or its authorized person to record the Credit Cardholder's telephone communications with Prince Bank. The Credit Cardholder, likewise, agrees that such taped or recorded communications may be used or provided by Prince 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.
- 17.4. The Credit Cardholder shall notify Prince Bank promptly if the Credit Cardholder change the address or telephone number for any reason. To prevent identity theft, the Credit Cardholder's identity may need to be verified before Prince Bank act upon the notification.

18. CREDIT INFORMATION

- 18.1. The Credit Cardholder hereby acknowledges and agrees that Prince Bank may, from time to time, request personal information from the Credit Cardholder or obtain credit reports from the credit reporting agencies for the purpose of updating the Credit Cardholder's credit status. The Credit Cardholder's failure to provide such information when requested by Prince Bank may result in suspension of credit privileges under the Credit Card issued, including the Credit Cardholder's ability to obtain any future advances by any means. The Credit Cardholder hereby authorizes Prince Bank to investigate his/her credit position when opening or reviewing his/her account.
- 18.2. Prince Bank will be collecting the information of the Credit Cardholder which will be uploaded into the Credit Reporting System ("CRS"). CRS is the credit reporting system under the supervision of the National Bank of Cambodia. The information collected will be used for credit assessment and it will be shared with other institutions participating in the CRS in accordance with the Prakas on Credit Reporting and the Code of Conduct. If the Credit Cardholder want to access or correct the Credit Cardholder's information, the Credit Cardholder may send a written request to the Credit Reporting System Service Provider ("CRSP") by enclosing a copy of the Credit Cardholder's identity document and the CRSP will respond to that request.
- 18.3. The Credit Cardholder irrevocably authorizes Prince Bank to collect information/data provided in the Application and other information/data related to such Application and disclose such information to any third parties for the purposes stated in the Prakas on Credit Reporting. The Credit Cardholder understands that the Credit Bureau Cambodia ("CBC"), having address at Vattanac Capital (Level 9), No. 66, Preah Monivong Blvd, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia and Prince Bank will be responsible for the collection, processing and dissemination of the information/data. The Credit Cardholder is entitled to access his/her information/data and to file a complaint to obtain the correction or deletion

of such information/data with justified reason in accordance with the procedure under the Prakas on Credit Reporting and the Code of Conduct.

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

- 19.1. Notwithstanding any other provisions contained in this Credit Card Terms and Conditions to the contrary, Prince 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 Prince Bank.
- 19.2. The Credit Cardholder must promptly provide to Prince Bank all information and documents that are within its possession, custody or control reasonably required by Prince Bank in order for Prince 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 Prince Bank.
- 19.3. The Credit Cardholder agrees that Prince Bank may disclose any information and documents concerning the Credit Cardholder and the Credit Card Account or designated Account(s) or other Account(s) of the Credit Cardholder to any authority where required by applicable laws and regulations applicable to Prince Bank.
- 19.4. The Credit Cardholder agrees to exercise its rights and perform its obligations under this Credit 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 Prince Bank.
- 19.5. The Credit 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 Prince Bank.
- 19.6. The Credit Cardholder agree that Prince Bank may delay or refuse to process any transaction if Prince 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) Prince Bank is unable to satisfy itself as to the origin of funds.
- 19.7. Any funds which Prince Bank refuses to process will be refunded to the depositor or the remitting financial institution as determined by Prince Bank or to other institutions as required by the relevant applicable laws and by relevant regulator.

19.8. The Credit Cardholder declares and undertakes to Prince Bank that all transactions used or authorized to be used under the Credit Card will not breach any applicable laws.

20. WAIVER OF BREACH OF THE CREDIT CARD TERMS AND CONDITIONS

20.1. No waiver by Prince Bank of a breach or violation of any of this Credit Card Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other provisions of the Credit Card Terms and Conditions and any other related terms or conditions.

20.2. Failure by Prince Bank to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of the said right, nor shall it be construed to excuse or absolve the Credit Cardholder from complying with or fulfilling the Credit Cardholder's obligations under this Credit Card Terms and Conditions.

21. ASSIGNMENT

21.1. Prince Bank may, with no obligation to notify or obtain any consent from the Credit Cardholder:

- a) Assign any of its rights under this Credit Card Terms and Conditions to any person.
- b) Give information about this Credit Card Terms and Conditions and the Credit Cardholder's obligation hereunder to any assignee of Prince Bank or any person who is considering becoming an assignee of Prince Bank.
- c) The Credit Cardholder shall from time to time, at the request of Prince Bank, do any act or execute any document as Prince Bank may direct to affect any assignment/transfer contemplated and effective by Prince Bank.

22. ENTIRE AGREEMENT

22.1. By signing on the Application Form or clicking on the "I Accept" button via any digital channel made available by Prince Bank subject to the Credit Card Terms and Conditions, the Credit Cardholder acknowledges that he/she has read, understood, and accepted this Credit Card Terms and Conditions and other provided supplementary documents. This Credit Card Terms and Conditions constitute the entire agreement and understanding between the Credit Cardholder and Prince Bank and replaces and supersedes all prior agreements, arrangements, undertakings, or statements regarding such subject matter.

23. ENFORCEMENT AND INVALID PROVISION

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

24. GOVERNING LAW

24.1. Prince Bank requires all Credit Cardholder to read the Credit Card Terms and Conditions and any other related and applicable terms and conditions carefully and the Credit Cardholder hereby agrees to be bound by this Credit Card Terms and Conditions if he/she uses or continues to use any Credit Card issued by Prince Bank. The Credit 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 Credit Card Terms and Conditions including, but not limited to, its construction, interpretation, performance, enforcement, termination ("Dispute") shall be resolved by amicably negotiation between Prince Bank and the Credit Cardholder within a period of 15 (fifteen) business days ("Dispute Resolution Period").

25.2. 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.