

PRINCE BANKS

CREDIT CARDS TERMS
AND CONDITIONS



PRINCE
BANK

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PRINCE BANK'S CREDIT CARDS TERMS AND CONDITIONS

These terms and conditions governing credit card ("**Credit Card Terms and Conditions**") provided by PRINCE BANK PLC. ("**Bank**") 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 Credit Card Terms and Conditions shall be read and understood before using Prince Bank's credit card ("**Credit Card**") and is a legally binding contract between the Cardholder and the Bank. First use/transaction under the Credit Card implies that the Cardholder has fully read, understood and accepted the Credit Card Terms and Conditions. If any particular business relationships between the Cardholder 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 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) 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.

1. DEFINITIONS

1.1 "Account(s)" shall refer to any account such as saving account, current account or fixed/term deposit account, any other account of the Cardholder held with the Bank.

1.2 "Acquirer Bank" shall refer to the bank or financial institution that processes credit or debit card payments on behalf of a merchant.

1.3 "Applicant" shall mean the person who apply to the Bank for a Credit Card.

1.4 "Bank's Official Website" shall refer to <https://www.princebank.com.kh/>

1.5 "Cardholder" shall refer to an individual to whom the credit card is issued. The Cardholder can be Primary Cardholder or Supplementary Cardholder.

1.6 "Card Issuer" or "the Bank" shall refer to Prince Bank Plc. including all of its operating branches.

1.7 "Credit Card" shall means Physical Credit Card as defined under the below Clause 1.15 and Virtual Credit Card as define in the below Clause 1.20.

1.8 "Credit Card Account" shall refer to the account of the Cardholder held with the Bank to which the 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.

1.9 "Credit Limit" refers to the maximum amount of the Credit Card Account that each Cardholder can use.

1.10 "Card Verification Code" or "CVC" shall refer to an extra code printed on the Credit Card.

1.11 "Card Verification Value" or "CVV2" shall mean 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 in at the transaction time to verify that the Credit Card is on hand.

1.12 “Contactless Card” shall mean Credit Card with contactless payment’s feature.

1.13 “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.

1.14 “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 the Contactless Card of that Cardholder and which are executed 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, card present transaction, cash advance transactions, fund transfer transaction, transactions performed or to be performed at any ATM.

1.15 “Due Date” shall mean 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 non-operating days of the Bank, the Outstanding Balance shall be paid on the next working day of the Due Date.

1.16 “Interest Rate” means the rate at which interest is paid by the Cardholder to the Bank for the use of the Credit Card. The interest rates are expressed in a standard way as an annual percentage rate (APR).

1.17 “Merchant” shall mean any organization or individual granted authority to accept the Credit Card as a means of payment for goods and/or services purchased by and delivered to the Cardholder.

1.18 “OTP” shall refer to One Time Password.

1.19 “Outstanding Balance” means the total balance the Cardholder owes the Bank, which balance comprises of all transaction amounts, fees and interest in connection with the usage of the Credit Card.

1.20 “Personal Identification Number (PIN)” shall mean a personal identification numeric code that identifies a Cardholder in an authorization request.

1.21 “Physical Credit Card” shall refer to Credit Card bearing logo of Visa or MasterCard issued by the Bank under the Credit Cards Terms and Conditions at the request of the Applicant for the use of the Principal and/or Supplementary Cardholder through which the Cardholder carry physically the Credit Card for his/her use in accordance with the available functions of the Credit Card as specified in the below Clause 3.

1.22 “POS” shall refer to the point of sale.

1.23 “Primary Cardholder” means the applicant who files an application with a request to use the Visa/MasterCard Credit Card and whose request was approved by the Card Issuer.

1.24 “Supplementary Cardholder” refers to any person who is authorized by the Primary Cardholder and agreed by the Bank to use the Credit Card issued by the Card Issuer to the Primary Cardholder. The Primary and Supplementary Cardholder shall jointly be responsible for all transactions made with the Credit Card.

1.25 “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.

1.26 "Unauthorized Use" means the use of the Credit Card by someone other than the Cardholder who does not have actual, implied or apparent authority for such use, and from which the Cardholder receive no benefit.

1.27 “Virtual Credit Card” refers to the online credit card bearing logo of Visa or MasterCard issued by the Bank at the request of the Applicant via Digital Banking Services with features of online transaction card that are not physically issued by the Bank.

2. CREDIT CARD ISSUANCE AND ACTIVATION

2.1 Subject to the Bank’s receipt of a Credit Card application and regardless of whether the applicant meets all criteria when applying for the Credit Card, the Bank has the right to:

- a. Reject the application without any obligation to provide any reason; or
- b. Issue the Visa/Master Credit Card to the applicant as requested.

2.2 In order to issue a Credit Card at the request of the Applicant, the Bank may require the Applicant to offer to the Bank certain amount of cash in the Account(s) or any movable or immovable property of the Cardholder as a collateral to secure the use of the Credit Card issued by the Bank (“**Collateral**”), unless otherwise agreed by the Bank.

2.3 In case of a corporate account, the company shall be considered as the Cardholder but the Credit Card(s) shall be issued in the name of the company’s authorized representative(s) subject to the evaluation and approval of the Bank.

2.4 The Virtual Credit Card shall be requested by the Applicant who is the Cardholder of Physical Credit Card issued by the Bank and is approved by the Bank via Digital Banking Services which governed by the Digital Banking Terms and Conditions and this Credit Card Terms and Conditions. Upon approval of the application for Virtual Credit Card via 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. The Daily Limit of the Virtual Credit Card will be shared with Credit Limit of the Physical Credit Card issued for the use of the respective Cardholder who is the Applicant of the Virtual Credit Card and will be notified via Digital Banking Channels.

2.5 For physical Credit Card, upon issuance and collection of the Credit Card by the approved Applicant, the Bank may require the Applicant to immediately sign on the signature panel on the back of the Credit Card. A Personal Identification Number (PIN) will be

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

2.6 Supplementary Card: The Primary Cardholder can request the Bank to issue Supplementary Card(s) under his/her Credit Card Account in accordance with this Credit Card Terms and Conditions. The Bank may, at its sole discretion, reject the request for the issuance of the Supplementary Card without providing any reason. If the Bank agrees to issue the Supplementary Credit Card(s) at the request of the Primary Cardholder, the Supplementary Cardholder(s) is authorized to use the Credit Card to the maximum amount of the Credit Limit of that Credit Card Account as approved by the Bank and under the sole responsibility of the Primary Cardholder. The Supplementary Cardholder can only use the Credit Card for the transactions as specified in the below Clause 3.

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

2.8 The Bank may allow the Cardholder to undertake any transactions of which total value exceeds the Credit Limit approved in accordance with the provisions of these Credit Card Terms and Conditions. All risks associated with those transactions shall be solely responsible by the Cardholder.

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

2.10 The Bank may provide advice to the Cardholder on the secured methods when any payments are made via Credit Card.

3. AVAILABLE FUNCTIONS UNDER THE CREDIT CARD

3.1 Except for Virtual Credit Card which can be used only for online purchasing transaction as described in the below Clause 3.1.1, all Credit Card issued by the Bank shall have the available functions as specified below:

3.1.1 Purchasing Transaction

- a. The Cardholder may use the Credit Card to make a purchase with any Merchant by providing accurate information required by the Bank for the approval of a transaction.
- b. The Bank has the right to debit the Account with any amount used by the Cardholder.
- c. The 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 Cardholder's Credit Card Account for bad quality of goods and/or services purchased by the Cardholder.

- d. The Cardholder shall be solely responsible to resolve all the issues directly with the Merchant with respect of the purchase of goods and/or services.
- e. For online purchasing with the Merchant who use 3D secure, the 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.

3.1.2 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**”). 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.
- b. 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.
- c. 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.

3.1.3 Cash Transaction

- a. The Cardholder may use the Credit Card to withdraw cash via the ATM at any Acquirer Bank and POS at any Merchant.
- b. The Bank has the right to limit the number of cash withdrawal transaction or amount of all cash transaction per transaction and per day associated with the Credit Card without providing prior notice to the Cardholder.

3.2 Prohibition of Credit Card Using

- a. The Cardholder must not use the Credit Card issued for any unlawful purpose, including the purchase of goods and/or services prohibited by the applicable laws and regulations.
- b. Confidential information of the Credit Card is Card Number, PIN, CVV2/CVC and other related information of the like nature.

4. CREDIT LIMIT

4.1 Each Credit Card Account will be granted the maximum credit limit (“**Credit Limit**”) as approved by the Bank. This Credit Limit shall be shared by among Physical Credit Cardholder, Supplemental Credit Cardholder and Virtual Credit Cardholder.

4.2 The Bank is entitled to increase or decrease the Credit Limit whether pursuant to the request of the Cardholder or at its sole discretion due to the history of the Cardholder’s Credit Card Account. Written confirmation from the Cardholder is not required prior to the Bank’s decision on the increasing or decreasing of any Credit Limit. The Bank will provide written notification of any such increase or decrease to the Cardholder as soon as reasonably possible.

4.3 The Cardholder shall keep track of his/her obligations so as not to exceed the Credit Limit at any given time. The Cardholder shall be responsible for settling all the transactions and all fees resulting from the transaction exceeding the Credit Limit.

4.4 The Bank reserves the right, without prior notice, to decline any transaction, suspend the Credit Card of the Cardholder and/or charge an over-limit fee as determined by the Bank, if the Credit Limit has been exceeded. By authorizing a transaction which results in exceeding the Credit Limit, the Bank is not increasing the Cardholder's Credit Limit. The Bank may demand immediate payment of any amount used in excess of the Credit Limit, at the Bank's sole discretion. The use of the Credit Card in excess of the Credit Limit, without prior approval of the Bank, shall be considered as a fraudulent act of the Cardholder.

5. CREDIT CARD ACCOUNT

5.1 The Cardholder shall open a bank account with the Bank for the use of the Credit Card ("Credit Card Account") and shall have Account(s) for the purpose of settling the due Outstanding Balance specified in the Credit Card statement.

5.2 The Cardholder shall ensure that there is always enough balance in the Account(s) for settling all payments including, but not limited to, the fees, charges, interests due as a result of the use of the Credit Card.

6. FEES AND CHARGES

6.1 In addition to the interest stated in the below Clause 7, the Cardholder must pay all fees and charges associated with the Credit Card including, but not limited to, the following fees ("**Bank's Fees and Charges**"):

- a. Annual fee of the Credit Card will be charged once per year and is applicable for both Primary and Supplementary Cardholder, unless waived by the Bank. This annual fee is fixed and announced by the Bank and, without prior notice to the Cardholder, is subject to change from time to time at the sole discretion of the Bank. Renewal and/or reinstatement of the Credit Card and the fee thereof may be charged by the Bank at its sole discretion and without prior notice to the Cardholder. All annual fees which have already been paid are non-refundable even if the Credit Card is suspended or terminated, or if the Credit Card is surrendered by the Cardholder before the expiry date.
- b. Cash advance fee will be charged when the Cardholder withdraws cash from an ATM and POS.
- c. Foreign Currency Conversion fee will be charged on the conversion of foreign currency transaction amount which is not United States Dollar, depending on the foreign transaction currency and on the time the transaction is posted to the Credit Card Account.
- d. Over Limit fee will be charged if the Cardholder makes any transaction exceeding the Credit Limit or cash advance limit.
- e. Late Payment Fee will be charged if the Cardholder misses any payment on Due Date, in which case the Credit Card Account is considered delinquent.
- f. Duplicate Statement fee will be charged when the Cardholder requests a duplicate copy of an original statement.
- g. Incorrect chargeback fee will be charged at the sole discretion of the Bank when the Cardholder requests a chargeback that is assessed to be incorrect.
- h. Credit Card replacement fee will be charged when a Cardholder requests a replacement of his/her Credit Card prior to the expiry date or due to lost/stolen or damage.
- i. Dishonour fee will be charged to the Cardholder when any payment from his/her designated Account is dishonoured due to the lack of sufficient funds in case where the Cardholder sets an auto payment of the due Outstanding Balance with the designated Account.

6.2 The Cardholder agrees that all Fees and Charges will be automatically debited from the designated Account(s), either immediately or on a subsequent statement, whichever is applicable. The details of the above fees are also set out in the Bank's Fees and Charges' relevant document.

6.3 The Bank has the right to amend or change the Bank's Fees and Charges as it considers appropriate. The Bank will notify the Cardholder in advance via the Bank's Website or any other applicable means of communication of any change to the fees and charges.

7. INTEREST RATE AND INTEREST CALCULATION

7.1 Upon approval of the Credit Card application submitted by the Applicant, the Bank will advise the Cardholder of the applicable annual/monthly percentage rate.

7.2 The 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 via the Bank's Website or other applicable means of communication.

7.3 The Cardholder hereby agrees to pay the interest charged on the Outstanding Balance. The interest is calculated as follows:

- a.** For the purchase transaction, fees, charges and all other debits to the Account(s) (excluding cash transactions):
 - i.** If the Cardholder fails to pay the full Outstanding Balance on the Due Date, the Cardholder must pay interest to the Bank. The Outstanding Balance is closing balance and the due date of the Outstanding Balance together with the minimum payment required for the monthly billing cycle will appear on the monthly Credit Card statement. To take advantage of the interest free period, the closing balance must be paid in full by the due date indicated in each monthly statement.
 - ii.** If the Cardholder makes only the minimum payment as per stated in the monthly Credit Card Statement ("**Minimum Payment**"), the interest will be applied to the remaining Outstanding Balance. However, if the Cardholder does not pay the Minimum Payment as required, he/she shall pay the interest on the entire Outstanding Balance and the Late Payment Fee as specified in the above Clause 6.1.e. In such a case, the interest is calculated from the date of transaction until the date the payment is fully settled.
- b.** For cash transaction: The Credit Card interest is calculated from the transaction date which was debited to the Credit Card Account until the date the payment is fully settled.

8. STATEMENT FOR CREDIT CARD

8.1 The Bank will provide a monthly statement of Credit Card on every 27th day of the month, or on the next business day if the 27th falls on weekend or public holidays or other non-operating day of the Bank in the form of hard copy or in digital form via Digital Banking Services, or email that is provided to the Bank by the Cardholder. The monthly Credit Card statement in digital form is deemed to be properly given to the Cardholder when it is

available on the Bank's Digital Banking Services or when no automatic notice on failure delivery system if it is sent by email. In case where the Cardholder claims that no monthly statement of Credit Card is received, he/she shall notify the Bank as soon as practicable. Otherwise, the Cardholder shall be liable for all possible late payment in accordance with these Credit Card Terms and Conditions. Upon receipt of such notification from the Cardholder, the Bank may initiate an investigation of the root cause of the non-receipt of the monthly statement of Credit Card by the Cardholder and determine whether the Cardholder's claim is just and reasonable and whether the Cardholder shall be liable for the late payment.

8.2 The Cardholder shall check the transaction amount as indicated in the transaction voucher other documents with similar nature to ensure the accuracy of the transaction amount before signing it. The Bank is not responsible for any error or mistake arising out of or in connection with any transaction entered into by any Merchant and/or the Cardholder.

8.3 The 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 monthly statement of Credit Card.

8.4 The monthly statement of Credit Card shall be deemed as correct if there is no notification on erroneous transaction(s) sent by the Cardholder to the Bank within 15 (fifteen) working days commencing from issuance date of the monthly statement of Credit Card.

8.5 The Cardholder has the obligation to pay the Outstanding Balance or the Minimum Payment on the Credit Card Account on the due date regardless of whether he/she has received the monthly Credit Card statement late or has not received it.

9. CHARGE BACK REQUEST PROCESS

9.1 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 Credit Card Account of the Cardholder in accordance with this Credit Card Terms and Conditions and other applicable terms and conditions of the Bank.

9.2 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 Credit Card 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.

10. PAYMENT METHODS OF THE CREDIT CARD

10.1 Payment Method

10.1.1 The Cardholder can pay the due Outstanding Balance including, but not limited to, the purchase price paid to the merchant, cash advance, fees or charges, interests as detailed in the Credit Card statement by visiting the Bank's head office or any branch by cash, fund transfer within banks, check deposit and other bank's check deposit, or through digital channels such as ATM, Mobile Banking, or Internet Banking.

10.1.2 The Payments made to the Bank via the designated Account(s) shall be applied in the following order:

- a. Full amount of over limit.
- b. Full amount of overdue interests 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 Interests 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.

10.1.3 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 the 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.

10.1.4 Check or other non-cash: If the Cardholder make a check or other non-cash deposit to the designated Account, the Bank may defer making available the amount credited until the funds are cleared. If the check or other non-cash deposit is subsequently dishonoured, the Bank will debit the designated Account by the value of the dishonour (if the deposit has previously been credited to the Account) and charge a dishonour fee.

10.1.5 The Cardholder can set an auto payment by debiting from the Cardholder's designated Account(s) and the Cardholder has to make sure that the balance in the designated Account(s) must be sufficient for the payment of the du Outstanding Balance as agreed in the above Clause 5. The auto payment date will be set to debit from the Cardholder's designated Account(s) 01 (one) business day before the Due Date and the payment will be processed on the Due Date.

10.1.6 In all cases, in order to ensure that the Cardholder pay to the Bank all due Outstanding Balance and/or the Minimum Payment amount, the Cardholder agrees and authorizes the Bank to, at the Bank's sole discretion, automatically debit the due Outstanding Balance from the Cardholder's designated Account held with the Bank for the payment of the Outstanding Balance to the Bank. In case there is no cash or no enough cash in the designated Account, the Cardholder agrees and authorizes the bank to directly manual debit from the Account(s) of the Cardholder held with the Bank, at its sole discretion or at request of the Cardholder.

10.2 Amount Due

- a. The Cardholder can make full payment of the due Outstanding Balance before or on the due date as specified in the monthly Credit Card statement provided by the Bank.
- b. The Cardholder can pay some of the due Outstanding Balance or the minimum payment to the 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 Cardholder shall at the latest pay all due Outstanding Balance on the Due Date indicated in the next billing cycle.

11. TRANSACTION WITH MERCHANT

11.1 The Bank is not liable in the even that any merchant refuse to accept the Credit Card for whatever reason.

11.2 The Cardholder must pay any transactions denominated in United States Dollar. The Bank will charge a currency conversion fee if the Credit 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.

12. OWNERSHIP OF THE CREDIT CARD

12.1 The Credit Card is the exclusive property of the Bank and is not transferable by the Cardholder.

13. VALIDITY, RENEWAL AND TERMINATION OF THE CREDIT CARD

13.1 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 at the sole discretion of the Bank.

13.2 The Bank may, at its sole discretion and without prior notice and without the obligation to provide any reason whatsoever to the Cardholder, terminate any Credit Card issued and used at any time and for whatever reason. Under these circumstances, the Cardholder agrees to surrender the Credit Card and the same will be confiscated by the Bank or any of the Bank's accredited establishments. Upon such termination, the Outstanding Balance of the Credit Card Account, including fees and interest, will become immediately due and payable without prior notice and at the demand of the Bank.

13.3 The termination of the use of the Credit Card upon request of the 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 Cardholder has terminated the use of the Credit Card, neither the Primary nor any Secondary Cardholder may make any further transaction on the Credit Card Account.

13.4 The Cardholder and/or Supplementary 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 Cardholder and/or Supplementary Cardholder.

13.5 Any Collateral provided by the Cardholder to secure the payment of the Outstanding Balance in the Credit Card Account will continue to be held by the Bank for a minimum period of 30 (thirty) business days from the termination date of the Credit Card.

13.6 The 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 Cardholder.

13.7 The Cardholder is solely responsible to communicate this change to any party with whom the Cardholder may have payment arrangements.

13.8 The Bank will not be responsible for any damages to the Cardholder if the transaction is declined, whether under the former Credit Card number or otherwise.

13.9 Lost or stolen Credit Card which is subsequently found by the Cardholder must be returned to the Bank.

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

13.11 The Cardholder is entitled to block and unblock the Credit Card(s) using Digital Banking Services such as Mobile Banking Apps and Internet Banking or at any of the Bank's operating branches, at its own discretion.

14. UPDATING OF THE CARDHOLDER'S INFORMATION

14.1 The Cardholder undertakes to notify the Bank as soon as practicable of any changes in relation to the Cardholder's information including any change of address, telephone number or email address, and any other means of communication by which the Bank may communicate with the Cardholder aside from those which have been disclosed in the Credit Card application.

15. LOST, STOLEN, OR UNAUTHORIZED USE OF THE CREDIT CARD

15.1 The Cardholder hereby agree to notify the Bank immediately if his/her Credit Card is ever lost or stolen or if an unauthorized use may have occurred. In such a case, the Cardholder shall notify the Bank via the means of communication as specified in this Clause.

15.2 If the Cardholder has contributed to the loss 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 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 Cardholder before the Bank receives a proper written report on the loss, stolen card and unauthorized use of the Credit Card with relevant concrete evidence from the Cardholder.

15.3 The Cardholder also agrees to assist the 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 the Bank may require in connection with its investigation.

15.4 The Cardholder shall be responsible for all transactions involving in the use of an electronic access process.

16. DEFAULT BY THE CARDHOLDER

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

- a.** The Cardholder fails to settle the due Outstand Balance on the Due Date;
- b.** The Cardholder fails to provide any information required by the Bank in relation to the Credit Card and its using;
- c.** The Cardholder make any false, inaccurate, or misleading statements in any Credit Card application or credit update;
- d.** The Cardholder fails to keep any promises he/she have made under Credit Card related documents including these Credit Card Terms and Conditions;

- e. The Cardholder fails to perform any of his/her obligations as agreed hereunder or as agreed in any related documents;
- f. The Cardholder uses the Credit Card against the applicable laws or for illegal purpose;
- g. The Cardholder changes his/her permanent residence to other foreign country without giving prior notice to the Bank;
- h. The Cardholder files a petition in bankruptcy or have a bankruptcy petition filed against him/her, or the Cardholder become involved in any insolvency or custodial proceeding;
- i. If anyone attempts to take any of the Cardholder funds held by the Bank via legal process or if the Cardholder have a judgment or tax implication filed against him/her;
- j. If the Bank, acting in good faith, believes that the Cardholder's ability to repay the due Outstanding Balance, charges, fees, or interest is or soon will be impaired, or that the Cardholder is unwilling to make the payments.
- k. Absence of the Cardholder without detailed information provided to the Bank;
- l. The Cardholder intentionally cause damages to the Bank.

16.2 In case of default by the Cardholder, the Bank may, at its sole discretion, use one or more remedies as specified below:

- a. Suspend or terminate the use of Credit Card by the Cardholder;
- b. Declare that the Outstanding balance is immediately due and payable;
- c. Apply late payment, over-limit fees, and/or other fees as determined by the Bank.
- d. Automatically debit from any of all Account(s) of the Cardholder held with the Bank for the due Outstanding Balance. If the Cardholder fails to pay the Outstanding Balance within 90 (ninety) calendar days commencing from the date on which the Bank notifies the Cardholder of his/her default:
 - i. Where the Cardholder has provided a fixed deposit account as a security, the Cardholder authorises and provides the Bank the right and discretion to directly deduct the Outstanding Balance together with applicable fees and charges from the Cardholder's fixed deposit account which is held with the Bank without any further confirmation or approval from the Cardholder.
 - ii. Where the Cardholder has provided movable or immovable property as collateral for the payment of due Outstanding Balance together with applicable fees and charges, the Cardholder authorizes the Bank to proceed a claim against that collateral to the extent as permitted by the law without any further confirmation or approval from the Cardholder.
 - ii. For company guarantee, the Cardholder authorizes the Bank to recover repayment of the Outstanding Balance from the company which provides a guarantee for the Cardholder's use of the Credit Card without any further confirmation or approval of the Cardholder and/or the company.
- e. Enforce the Bank's right to claim for all Outstanding Balance together with 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 Cardholder agrees to pay reasonable enforcement expenses and costs including legal costs and litigation expenses under these Credit Card Terms and Conditions

reasonably incurred by the Bank in collection of that debt in the event of default by the Cardholder.

- f. If the Cardholder has more than one account with the Bank, a default on one account shall automatically be considered as a default on all other accounts of the Cardholder held with the Bank.
- g. Terminate all of the Cardholder's Account(s) with the Bank.
- h. Keep record of the Cardholder's default in its list and may disclose it to the extent as permitted by the applicable law.

17. NOTIFICATIONS

17.1 The Cardholder agrees that the Bank can send any notice or notification or communicate to the Cardholder in relation to the Credit Card under this terms and conditions via the Bank's Website or digital banking services other applicable means of communication of the Bank, at its sole discretion.

17.2 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.

17.3 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.

17.4 The Cardholder shall notify the Bank promptly if the Cardholder change the address or telephone number for any reason. In order to prevent identity theft, the Cardholder's identity may need to be verified before the Bank act upon the notification.

18. CREDIT INFORMATION

18.1 The Cardholder hereby acknowledge and agree that the Bank may from time to time request personal information from the Cardholder or obtain credit reports from the credit reporting agencies for the purpose of updating the Cardholder's credit status. The Cardholder's failure to provide such information when requested by the Bank may result in suspension of credit privileges under the Credit Card issued, including the Cardholder's ability to obtain any future advances by any means. The Cardholder hereby authorizes the Bank to investigate his/her credit position when opening or reviewing his/her account. The Cardholder authorizes the Bank to disclose information regarding any his/her account held at the Bank to the credit bureau and his/her creditors who inquire about his/her credit position.

19. LIMITATION OF LIABILITY

19.1 The Bank shall not be liable for any damage or loss, directly or indirectly, suffered by the Cardholder or any third party arising from the followings:

- a.** Any merchant refusing to accept the Credit Card for any reason whatsoever;
- b.** Any malfunction, mistake, damage of any ATM and/or any equipment accepting the Credit Card;
- c.** Delays or inability of the Bank to carry out the responsibilities under these Credit Card Terms and Conditions by any breakdown of machine, data, communication or any event beyond the control of the Bank or any consequences due to fraud or forgery;
- d.** An inability to access data and/or information pertaining to the Credit Card; or
- e.** Any defect or malfunction of goods and services which the Cardholder purchases or receives by using the Credit Card.

20. INDEMNIFICATION

20.1 The Cardholder hereby agrees 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 these Credit Card Terms and Conditions, use or misuse of the Credit Card or breach of any and all provisions of these Credit Card Terms and Conditions by the Cardholder.

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

21.1 Notwithstanding any other provisions contained in these Credit 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.

21.2 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.

21.3 The Cardholder agrees that the Bank may disclose any information and documents concerning Cardholder and Cardholder's Credit Card Account or Accounts to any authority where required by applicable laws and regulations applicable to the Bank.

21.4 The Cardholder agrees to exercise its rights and perform its obligations under these 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 the Bank.

21.5 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.

21.6 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.

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

21.7 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.

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

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

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

22.2 Failure by the 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 Cardholder from complying with or fulfilling the Cardholder's obligations under these Credit Card Terms and Conditions.

23. TRANSFER OF THE CARD ISSUER'S RIGHTS

23.1 The Bank may, with no obligation to notify or obtaining consent from the Cardholder:

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

24. ENTIRE AGREEMENT

24.1 By signing the application form and accepting the Credit 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. These Credit Card Terms and Conditions constitute the entire agreement and understanding between the Cardholder and the Bank with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

25. ENFORCEMENT AND INVALID PROVISION

25.1 These Credit 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 Credit 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 these Credit Card Terms and Conditions and shall be construed as if the invalid, illegal or unenforceable is not contained in the agreement. The remaining provisions of these Credit Card Terms and Conditions shall continue in full force and effect.

26. COPY RECEIVED

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

27. GOVERNING LAW

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

28. DISPUTE RESOLUTION

28.1 In case of any dispute arising out of or in connection with these Credit 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").

28.2 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.

Date:

Date:

Name:

Tel:

Name:

Tel: