

CREDIT CARD TERMS AND CONDITIONS



The smarter way to bank.



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BRED BANK CAMBODIA'S CREDIT CARD TERMS AND CONDITIONS

The contents of the following Terms and Conditions, together with the Credit Card Application constitute the Credit Card Contract between **BRED Bank (Cambodia) Plc.** (the "Bank") and the Cardholder (the "Contract"). In entering the Contract, evidenced by the signing of the Credit Card Application, the Bank and the Cardholder bind themselves to comply with the Terms and Conditions governing the issuance and use of the Credit Card. The Cardholder agrees to perform transactions within the Credit Limit as agreed between the parties following the Terms and Conditions of the Contract unless otherwise specified by the Bank. The Cardholder is responsible for considering and carefully reading these Terms and Conditions before using the Credit Card.

1. DEFINITION

Account(s):	: any account such as current, saving, or fixed/term deposit account, and any other account of the Cardholder held with the Bank.
Amount Due	: the outstanding amount on the Card that the Cardholder must pay to the Bank on or before the Due Date, which may include the Minimum Amount Due, any past due amounts, Over Limit Amounts, over limit fees, and any other additional fees which may be payable on the Account(s).
Applicant	: an individual who wishes to become a new Cardholder.
ATM (Automatic Teller Machine)	: the machine from which the Cardholder can withdraw cash.
Bank	: BRED Bank (Cambodia) Plc.
Cardholder	: an individual(s) to whom the Credit Card is issued including Primary Cardholder, Supplementary Cardholder(s), or both.
Card Issuer	: the Bank, and its successors and assigns.
Cash Advance	: disbursement of cash from ATM, Bank, or other financial institutions by using a Credit Card.
Company Guarantee	: a guarantee of the Cardholder's obligations under the Terms and Conditions of the Contract by a company entering into a three-party agreement.
Credit Card/Card	: the Credit Card issued by the Bank to the Cardholder.
Credit Card Account	: An account opened and maintained with the Bank in respect of the Credit Card. If a Supplementary Card(s) is issued, the Card accounts for sums incurred in respect of the Primary Card, and all Supplementary Card(s) shall be opened in the name of the Primary Cardholder.
Credit Card Application	: the form(s) in the required format to be completed and submitted to apply for a Credit Card. It enables the Bank to determine whether to approve an Applicant as a Cardholder or not, and it forms part of the Contract.
Credit Card Statement	: a summary document provided to the Cardholder listing all transactions, interest, fees, credits, payments, adjustments (if any), and Minimum Amount Due.

Credit Limit	: the total balance payable to the Bank stated in Credit Card Account including transaction amount, accrued interest, fees, and charges.
Deposit Account Security	: a deposit, saving, and/or term deposit account provided by the Cardholder as security for the Cardholder's obligations under the Terms and Conditions of the Contract
Due Date	: the date by which the Cardholder shall pay the Amount Due or the Minimum Amount Due.
Merchant	: any organization or individual granted authority to accept the Card as a means of payment for goods and/or services.
Minimum Amount Due	: the minimum amount of the outstanding amount on the Card indicated on the statement which the Cardholder shall pay to the Bank on or before the Due Date.
Over Limit Amount	: any outstanding balance over the Credit Limit approved by the Bank.
Participant	: any person or entity being a party to an agreement with the Bank in respect of the participation of the Privilege Scheme.
Participating Outlet	: any outlet/store engaged in the marketing, supply, sale, and/or provision of any goods and/or services of the Participant.
Primary Cardholder	: the individual in whose name the Credit Card Account has been opened and who is responsible for settling all transactions and associated fees and charges on that Account.
Privilege Scheme	: a system or scheme whereby a Cardholder, issued under which scheme, may enjoy such rebates and discounts as may be specified by the Participant.
Purchase Transaction	: the transaction performed by the Cardholder through using the Card to pay for goods and/or services.
Supplementary Card	: the additional Credit Card issued under the same Credit Card Account of the Primary Cardholder for the Supplementary Cardholder to use as nominated by the Primary Cardholder.
Supplementary Cardholder	: the individual to whom the Supplementary Card is issued under the application of the Primary Cardholder.
Terminate	: to suspend, terminate, or cancel the Card use including all the Card privileges and features.

2. CREDIT CARD ISSUANCE

Without prior notice to the Cardholder, the Bank at its sole discretion reserves the full rights to:

- Agree or reject the issuance of the Credit Card to the Cardholder even if the Cardholder satisfies the requirements for issuance stipulated by the Bank;
- Reject or approve transactions even if the transaction is within the available Credit Limit;
- Terminate the use of the Credit Card of the Cardholder at any time;

- Increase or decrease the Credit Limit;
- Refuse to re-issue, renew, replace, or extend the Credit Card; and
- Modify, adjust, limit, or cancel services, and features relating to the Credit Card and Account of the Cardholder.

The Bank should not be held liable for any costs or damages claimed by the Cardholder if the Bank does not approve any transaction from the Account of the Cardholder and/or if the Merchant does not accept the Credit Card even if the transaction is within the limit available.

The Bank can limit the daily number and/or the daily amount of the transaction.

If the Bank discovers any unusual or suspicious activities on the Account, the Bank can request the Cardholder to contact the Bank and/or temporarily suspend the right to use the Credit Card partially or wholly until the Bank verifies the activities.

The Bank can approve transactions, at its sole discretion, the total value of which may exceed the Credit Limit. Any risks associated therewith shall be borne by the Cardholder.

The Cardholder, being both the Primary Cardholder and all the Supplementary Cardholder(s), are jointly and severally liable and responsible for the payment of all the transactions and all interest, fees, and expenses under the Credit Card Account for using the Card including but not limited to the non-refundable fees, duties, and taxes, as regulated by law until full payment to the Bank is made without requesting signed invoices or other supporting documents.

The payment obligation of the Cardholder will continue to be effective in the case of renewal or replacement of the Credit Card by the Bank and the case of Termination for any reason.

2.1 SUPPLEMENTARY CREDIT CARD

The Primary Cardholder can request the Card Issuer to issue Supplementary Card(s), for which the Bank may charge a Supplementary Card fee, approval or rejection is at the Bank's discretion. Supplementary Cardholder shall be at least at the age of 18 (eighteen) years old.

The number of Supplementary Card may vary according to the Bank's existing policy. The Bank may reject to issue Supplementary Card(s) at its sole discretion.

The use of the Supplementary Card(s) shall be conclusive proof of notice and consent of the Primary Cardholder. The Primary Cardholder may request the revocation of the right to use any Supplementary Card(s) linked to the Credit Card Account by providing written notice to the Bank. The Bank will only revoke the right to use the Supplementary Card(s) when the Primary Cardholder has returned such Card to the Bank or has taken all reasonable steps to return it to the Bank.

3. USAGE OF THE CREDIT CARD

Digitizing banking means unlocking a door to a greater customer experience and convenience the Bank is committed to provide to the Client(s). With a single log-in across multiple devices, the Client(s) is offered with a wide range of functionality found in physical banking. With such digitalization, the Client(s) can bank anywhere either with the Bank's smartphone app ("**Mobile Banking**") or with the Client(s)'s desktop or mobile browser ("**Internet Banking**").

3.1 SALES TRANSACTION

The Cardholder may use the Credit Card to make sales transaction(s) at any Merchant. The Cardholder must provide duly needed accurate information, as the Bank requires for transaction approval. The Bank has the right to debit the Account with any transaction amount conducted by the Cardholder and/or submitted by Merchant(s).

The Bank is not responsible for the delivery or quality of goods and/or service paid for through a sales transaction. All disputes relating thereto are solely between the Cardholder and the Merchant(s).

The Cardholder is responsible for all claims, settlements, and any other related matters directly with the Merchant(s).

3.2 CASH TRANSACTION

The Cardholder may avail of a cash transaction through ATMs and any settlement institutions. To avail of the cash transaction, the Cardholder shall use the latest confidential Personal Identification Number (PIN) selected for card activation. Please refer to the Fees and Charges brochure for full details on cash transaction limits. It is understood and agreed that all cash transactions made with the Card shall solely be made by the Cardholder. The Cardholder hereby expressly waives the presentation of any supporting document about any Card Transaction and acknowledges that the records of the Bank are conclusively presumed to be correct.

The Bank reserves the right to limit the value of each cash transaction and/or the total value of all cash transactions on the Card in a day, a week, and a month, without notice to the Cardholder, to an amount determined and/or amended at the Bank's sole discretion.

3.3 USAGE OF PERSONAL IDENTIFICATION NUMBER

The Cardholder shall not assign the Credit Card or disclose the Cardholder's Personal Identification Number (PIN) to any other person. The Cardholder must be solely liable for any transaction or charges made using the Credit Card under these circumstances.

The Cardholder shall provide notice to the Bank immediately if the Credit Card is lost, stolen, or if the PIN disclosure is suspected and shall bear all the associated fees and charges as detailed by the Bank in the Fees and Charges brochure or otherwise specified by the Bank.

3.4 PROHIBITED USE OF THE CREDIT CARD

The Cardholder agrees not to use the Credit Card issued for any unlawful purpose, including the purchase of goods and/or services, investment, or usage prohibited by the applicable laws and regulations.

3.5 LOST, STOLEN, OR UNAUTHORIZED USE OF THE CREDIT CARD

The Cardholder hereby agrees to notify the Bank immediately if his/her Credit Card is lost or stolen or if an unauthorized use may have occurred. The Cardholder shall be liable for all transactions and any charges resulting from 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). The Bank shall not be held liable for any consequences arising out of the above circumstances.

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.

A Card replacement fee, as determined by the Bank, may be charged to the Cardholder's Credit Card Account to cover the related cost of replacement of the Card(s).

3.6 DISPUTING CREDIT CARD TRANSACTION

The Cardholder may request the Bank to raise a dispute arising out of or in connection with the purchase and cash withdrawal transaction to any Merchant, including a situation in which the Cardholder questions the validity of a transaction that was deducted from their Account(s) or the Cardholder requests to reverse any transaction that they claim as unrecognized, erroneous, unauthorized, or any other reasons justifying their request(s). In all cases of these disputes, the Cardholder shall use the best effort to directly settle with the Merchant(s).

If the disputed transaction cannot be settled or resolved between the Cardholder and the relevant Merchant(s), the Cardholder shall immediately notify the Bank. In such a case, the Cardholder shall provide the Bank with all relevant evidence 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 reversed, the Bank will credit to the Cardholder's Credit Card Account the amount initially debited for the transaction following 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 the Cardholder made with the Merchant(s).

The Credit Card scheme operating rules impose time limits after the expiry of which the Card Issuer is not able to reverse a transaction. The Cardholder hereby agrees to report the dispute to the Bank within 7 (seven) calendar days of the transaction via written instruction following the Bank policies and procedures. Failure to properly and promptly notify and cooperate with the Bank on the disputed transaction holds the Cardholder entirely liable for the transaction.

It is the Cardholder's responsibility to carefully review their Credit Card Statement. The Bank is not responsible for any loss if the Cardholder does not request the Bank to dispute a transaction within an applicable time limit mentioned above.

3.7 CREDIT CARD OWNERSHIP AND VALIDITY

The Credit Card is the exclusive property of the Bank and is not transferable by the Cardholder. The Card must be signed immediately by the person in whose name it has been issued and shall be valid from the date of its issuance or renewal until the last day of its indicated expiry month.

The Bank may amend, at its discretion, the Card number and/or the expiry date when issuing a renewal or a replacement Card to the Cardholder. The Cardholder is solely responsible for communicating this change to any party with whom the Cardholder may have payment arrangements. The Bank will not be responsible for any consequences or damage to the Cardholder arising from declined transactions, whether under the former Card number or otherwise.

The lost or stolen Card(s) found by the Cardholder must be returned to the Bank.

The Primary Cardholder may close the Credit Card Account at any time by advising the Bank in writing and the Current Balance of the Account including fees and interests of all transactions become immediately due and payable without the need for notice or demand. Upon closing of the Account by the Primary Cardholder, no further use of the Card shall be permissible by any Cardholder.

3.8 TERMINATION

3.8.1 TERMINATION BY THE CARDHOLDER

Termination of the Contract upon request of the Cardholder shall be processed only upon written notification by the Primary Cardholder of his/her intention to terminate the Account and pay any Current Balance on the account together with any other payment obligations. When the Primary Cardholder has terminated the Contract, neither the Primary nor any Supplementary Cardholder(s) may make any further Transaction on the Credit Card Account.

3.8.2 TERMINATION BY THE BANK

The Bank may, at its discretion and without prior notice to the Cardholder, terminate any Credit Card issuance or credit card account and use at any time and for whatever reason. In these circumstances, the Cardholder agrees to surrender the Credit Card and the same shall be confiscated by the Bank or any of the Bank's accredited establishments. Upon such termination, the Current Balance of the Account, including fees and interest, shall become immediately due and payable without notice or demand by the Bank.

The Cardholder shall not use the Credit Card after the termination of the Contract including permitting any other person(s) to use the Credit Card for any reason whatsoever after these events. Continued use of the Card thereafter shall be considered a fraudulent act by the Cardholder.

3.9 EXCLUSION OF LIABILITY

The Cardholder's obligations to the Bank are absolute, and any dispute between the Cardholder and any Merchant(s) shall not affect the existing obligations of the Cardholder to the Bank. The Bank is exempt from liability for any damage or loss which may be suffered by the Cardholder arising from:

- Any Merchant(s) refusing to accept the Credit Card for any reason;
- Any malfunction, mistake, damage of any ATM and/or any equipment accepting the Credit Card;
- Delay or inability to carry out the responsibilities under the Contract by any breakdown of machine, data, communication, God's act, or any event beyond the control of the Bank or consequence of fraud or forgery;
- An inability to access data and/or information of the Credit Card;
- Any defect or malfunction of goods and services which the Cardholder buys or uses;
- The Bank is exempt from liability for any damage to the honor, prestige, or reputation of the Cardholder in the event a transaction is denied, canceled, or if the Card is withdrawn from the Cardholder, or the Contract is terminated.

4. CREDIT CARD ACCOUNT

The Cardholder shall open a Credit Card Account with the Bank for the use of the Credit Card and shall have Account(s) to settle the due Current Balance specified in the Credit Card statement.

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

4.1 CREDIT CARD STATEMENT

The Cardholder will receive a Credit Card Statement on the 25th of every month in digital form via Digital Banking Services. 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. In the case where the Cardholder claims that no monthly Credit Card Statement is received, he/she shall notify the Bank as soon as practicable. Otherwise, the Cardholder shall be liable for all possible late payments under 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 Credit Card Statement by the Cardholder and determine whether the Cardholder's claim is just and reasonable and whether the Cardholder shall be liable for any consequential late payment.

The Cardholder shall check the transaction amount as indicated in the transaction voucher/receipt or other documents with similar nature to ensure the accuracy of the transaction amount before approving the transaction. The Bank is not responsible for any error or mistake arising out of or in connection with any transaction entered by any Merchant(s) and/or the Cardholder. 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(s) for verification against the monthly statement of the Credit Card.

The monthly Credit Card Statement shall be deemed as correct if there is no written notification on the erroneous transaction(s) sent by the Cardholder to the Bank within 15 (fifteen) working days commencing from the issuance date of the monthly Credit Card Statement. If the Bank determines, in its sole discretion, that the amount in dispute is an error and is not chargeable to the Cardholder, that amount will be credited to the Current Balance. Any other Minimum Amount Due and/or Amount Due will still be payable by the Cardholder.

The Cardholder must pay the Current Balance or the Minimum Amount Due 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.

5. CREDIT CARD LIMIT

Each Credit Card Account will be granted the maximum Credit Limit as approved by the Bank. This Credit Limit shall be shared among all the Cardholder(s) under one Credit Card Account, including Primary and all Supplementary Cardholder(s).

5.1 INCREASE/DECREASE IN CREDIT LIMIT

The Cardholder hereby unconditionally, and without limitation, authorizes the Bank to increase or decrease the Credit Limit whether under the request of the Cardholder or at the Bank's sole discretion due to the history of the Cardholder's Credit Card Account. Written confirmation from the Cardholder is not required before the Bank decides on increasing or decreasing any Credit

Limit. The Bank will provide written notification of any such increase or decrease to the Cardholder as soon as reasonably possible.

5.2 OVER LIMIT

The Cardholder shall keep track of his/her total obligations so as not to exceed the Credit Limit at any given time. The Cardholder is responsible for settling all the transactions and all fees which cause the Current Balance to exceed the Credit Limit. The Bank reserves the right, without prior notice, to decline any transaction, suspend the Card privileges 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 that results in the Current Balance exceeding the Credit Limit, the Bank is not increasing the Cardholder's Credit Limit. The Bank may demand immediate payment of any amount over the Credit Limit or, at the Bank's sole direction, the Current Balance. The use of the Credit Card over the Credit Limit, without prior approval from the Bank, shall be considered a fraudulent act of the Cardholder.

6. CREDIT CARD PAYMENT METHOD

6.1 METHOD OF PAYMENT

The Cardholder can pay the due Current Balance including, but not limited to, the purchase price paid to the Merchant(s), cash advance, fees or charges, and interests as detailed in the Credit Card Statement by cash at the Bank's counter, or through digital channels such as Mobile Banking, or Internet Banking.

An automatic debit arrangement may also be made. The Cardholder must ensure that any designated payment account has a sufficient available balance to cover any payments. If the amount from the designated payment account is not sufficient to pay the Amount Due, no payment will be made to the Credit Card Account and the Cardholder must pay directly or indirectly the remaining balance on time and bear all fees and any interest.

The Payments made to the Bank shall be applied in the following order:

1. Full amount of over limit
2. Full amount of overdue interests relating to Cash and Purchase transactions
3. Full amount of interest shown in the current statement
4. Full amount of fees shown in the current statement
5. Full amount of overdue Minimum Amount Due which is not paid for the previous statement
6. Cash transaction principal of current statement
7. Purchase transaction principal of current statement
8. Full amount of Interests and/or fees relating to new transactions not yet shown in the current statement
9. Full amount of cash transaction principal not yet shown in the current statement
10. Full amount of Purchase transaction principal not yet shown in the current statement

6.2 AMOUNT DUE

The Cardholder shall be liable to pay the total Amount Due on or before the Due Date as shown in the monthly Credit Card Statement issued to the Cardholder. The Cardholder; however, shall have the option to pay the total Amount Due, the Minimum Amount Due, or any amount in between the total Amount Due and the Minimum Amount Due to the Bank.

The Minimum Amount Due is computed as the sum of the followings:

- Amount Due multiplied by a predetermined percentage as defined by the Bank;
- Any amount over the Limit; plus
- All past due amounts, if any.

If the Due Date falls on a Saturday, Sunday, or Public Holiday, the payment is due on the next working day after the Due Date.

6.3 TRANSACTION IN FOREIGN CURRENCY

The Cardholder must pay any transactions denominated in a foreign currency in United States Dollars (USD). The Bank will apply a currency conversion fee per clause 7.3. The exchange rate used is at the Bank's absolute discretion per its usual practice.

6.4 DEFAULT

The Cardholder shall be deemed in default under the Contract:

- If the Cardholder has not met any of the Cardholder's obligations under the Contract, in which case the total Outstanding Balance shall become immediately due and payable by the Cardholder.
- If in the Bank's opinion acting under the Cardholder's Instruction or providing any Account or Service to the Cardholder would cause the Bank to be in breach of any applicable laws, sanctions, or requirements of any competent authorities.
- Where the Cardholder fails to provide the Bank with any information requested under these Terms and Conditions, or where required by any relevant local or foreign laws, a regulatory body, government agency, or revenue authority (whether local or foreign).

If the Cardholder has more than one Credit Account with the Bank, a default on one Account shall automatically be considered a default on all of the other Account(s). Whichever is the case, in the event of a Cardholder default, the Bank reserves the right to terminate all of the Cardholder's Credit Account(s) with the Card Issuer. If the Cardholder fails to pay the Current Balance within 90 (ninety) days of notification by the Bank, the Cardholder is then in default.

- Where the Cardholder has provided a Deposit Account as Security, the Cardholder authorizes and provides the Bank the right to deduct from the deposit/saving accounts of the Cardholder held with the Bank without any further confirmation or approval of the Cardholder to repay any Current Balance.
- Where the Cardholder has provided a Company Guarantee as security, the Cardholder authorizes the Bank to recover repayment of the Current Balance from the Company which provided a guarantee for the Cardholder's Account without any further confirmation or approval from the Cardholder.

Upon default, the Cardholder agrees that the Bank can take any or all of the following actions, in the sole discretion of the Bank:

- Terminate the right to use the Credit Card and proceed with the recovery of the entire Current Balance;
- Apply for late payment and/or over limit fees as determined by the Bank;
- Perform one or more debt collection activities including legal action;
- Act on behalf of the Cardholder to sign any documents and perform any necessary actions to collect all outstanding debts of the Cardholder;
- Register the name of the Cardholder onto a default list (or any similar list) managed by the Bank, any governmental organization, or any other organization at the Bank's discretion; and
- Have priority over any other creditor that may, by legal process, seek to recover any outstanding debts by the seizure of any money or any property held by the Bank on behalf of the Cardholder.

7. INTEREST AND CHARGES

7.1 INTEREST RATE

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

7.2 INTEREST CALCULATION

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

- For the purchase transaction, fees, charges, and all other debits to the Account(s) (excluding cash transactions): If the Cardholder fails to pay the full Current Balance on the Due Date, the Cardholder must pay interest to the Bank. If the Cardholder makes only the Minimum Amount Due payment as stated in the monthly Credit Card Statement, the interest will be applied to the remaining Current Balance from each transaction date.
- For cash transactions: 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.

7.3 OTHER FEES AND CHARGES

In addition to the interest stated above, the Cardholder must pay all fees and charges associated with the Credit Card including, but not limited to, the following fees:

- Annual fee of the Credit Card will be charged once per year and is applicable for both Primary and Supplementary Cardholder(s) 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 later surrendered by the Cardholder before the expiry date.

- Cash advance fee will be charged when the Cardholder withdraws cash from an ATM and POS.
- Over Limit fee will be charged if the Cardholder makes any transaction exceeding the Credit Limit.
- Late Payment Fee will be charged if the Cardholder fails to settle at least the Minimum Amount Due by the Due Date, in which case the Credit Card Account is considered delinquent.
- Incorrect chargeback fee will be charged at the Bank's sole discretion when the Cardholder requests a chargeback that is assessed as incorrect.
- Credit Card replacement fee will be charged when a Cardholder requests a replacement of his/her Credit Card before the expiry date or due to loss/stolen or damage.
- Dishonor fee will be charged to the Cardholder when any payment from his/her designated Account is dishonored due to the lack of sufficient funds in the case where the Cardholder sets an auto payment of the due Current Balance with the designated Account.

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

The Bank has the right to amend or change the 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.

8. INFORMATION UPDATE

The Cardholder undertakes to notify the Bank as soon as practicable of any changes about 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.

8.1 CARDHOLDER INSTRUCTION

The Cardholder authorizes the Bank to perform activities that the Bank considers appropriate upon the instructions of the Cardholder to the Bank. The Cardholder's instructions may be notified or communicated by the Cardholder to the Bank from time to time by mail, telephone, telex, or facsimile. The Bank; however, reserves the right to require the instructions to be contained or sent in a particular form or require the instructions to be confirmed in writing or otherwise before the Bank acts on the instructions. The Bank shall be entitled to treat the instructions of the Cardholder as fully authorized by and binding upon the Cardholder and to take such steps in connection with the instructions.

8.2 NOTIFICATION TO CARDHOLDER

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

All notifications to be sent by the Bank to the Cardholder via mail or text message 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.

The Cardholder agrees that by calling or accepting calls from the Bank or any third party authorized by the Bank, the Cardholder hereby provides 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.

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

9. PRIVILEGE SCHEME

Where a Credit Card is issued to a Cardholder under the Privilege Scheme, in addition, and without prejudice, the other applicable Terms & Conditions apply. The Privilege Scheme will be made available to the Cardholder throughout the validity of the Credit Card including any renewal thereof from time to time.

9.1 CREDIT CARD UTILIZATION FOR BENEFITS UNDER PRIVILEGE SCHEME

The Cardholder may utilize the Credit Card to enjoy benefits and privileges and or for the payment of goods and/or services for personal consumption at any of the Participating Outlets upon the following conditions:

- Inform the Participating Outlet of your intention to use your Credit Card to enjoy the benefits and privilege and or for the payment of goods and/or services in advance, and in any event, not later than the time of the purchase or the placing of the order for the same, whichever is the earlier; and
- Present your Credit Card personally to enjoy benefits and privileges and or for the payment of such goods and or services; and
- Sign the payment vouchers, invoices, or such other documents as may be requested or required by the Participating Outlet in respect of the benefits and privileges and or goods and/or services so purchased or ordered by the Cardholders; and
- Must be a valid Credit Card bearing your signature; and
- No mutilation, destruction, damage, or reported loss or theft in respect of your Credit Card; and
- In the event of any reservation made by the Cardholder at any Participating Outlet, by quoting the account number and name of the Cardholder at the time of making such reservation.

9.2 PRIVILEGE SCHEME DISCRETION

The Bank and/or the Participant reserve the right from time to time at our absolute discretion, without prior notice or reason given to:

- Amend, modify, revise, or vary the Privilege Scheme; and/or
- Restrict or increase benefits and privileges conferred under the Privilege Scheme; and/or
- Vary, amend, delete, add, or substitute any of the Terms and Conditions relating to the use of the Credit Card in connection with the Privilege Scheme; and/or
- Suspend, cancel, or withdraw any and/or all benefits and privileges conferred by the use of the Credit Card under the Privilege Scheme; and/or
- Restrict, suspend, or terminate the participation of any Participating Outlet under the Privilege Scheme.

The Cardholder hereby acknowledges that any Participating Outlet may at any time and from time to time without notice, restrict, exclude, modify, or suspend the benefits and privileges accorded under the privilege scheme at that Participating Outlet whether if the Participating Outlet conducts a special sale or promotion or otherwise.

10. GENERAL PROVISIONS

10.1 PRIVACY DISCLOSURE CONSENT

The Cardholder hereby consents to the Bank disclosing his/her personal information to:

- any organization that is in an arrangement or alliance with the Bank;
- any service provider the Bank engages to carry out or assists its functions and activities;
- any security provider, assignee, transferee, or anyone who is considering becoming one; and
- any credit bureau or similar registry to perform a credit check.; and
- to any person or entity, including a government agency or revenue authority whether local or foreign, required by any local or foreign law and/or under an agreement the Bank may have with such bodies.

10.2 REVISION OF TERMS AND CONDITIONS

The Bank may, at any time and for whatever reason it deems proper, amend, revise, or modify these Terms and Conditions, including the Cardholder's Credit Limit, and such amendments shall bind the Cardholder unless he/she objects thereto by manifesting his intention to terminate the Contract subject to the conditions outlined in Clause 3.8.1.

10.3 INDEMNIFICATION

The Cardholder hereby agrees to indemnify and hold the Bank, its agents, employees, and directors harmless from and against any suits or 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 provisions of these Credit Card Terms and Conditions by the Cardholder.

10.4 WAIVER OF BREACH OF CONTRACT

No waiver by the Bank of the breach or violation of any of these Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other terms or conditions. Failure or delay 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 this Contract.

10.5 SEVERABILITY

Should any of these Terms and Conditions or any part or clause of this instrument be declared void or unenforceable by any applicable laws or authorized authority, the same shall not invalidate the other Terms and Conditions, parts, or clauses of this instrument. This Contract shall be construed as if not containing those void or unenforceable provisions and the rights and obligations of the Cardholder and the Bank shall be construed and enforced accordingly.

10.6 GOVERNING LAW AND JURISDICTION

The Contract is governed by the laws applicable in the Kingdom of Cambodia and its regulations on the issuance, usage, and payment of Credit Cards.

10.7 DISPUTE RESOLUTION

In the case of any dispute that is not settled by amicable negotiation, it will be brought to the competent agency for settlement according to the laws of the Kingdom of Cambodia such as the country's competent court.

10.8 SECURED CARD

The Bank may arrange with the Cardholder to have one or more secured methods to ensure the payment of all the Cardholder's obligations under the Contract. If a Credit Card with Security is issued by the Bank, the form of Security held by the Bank will be agreed upon in writing and any associated documents will be an integral part of the Contract.

10.9 ANTI-MONEY LAUNDERING, COMBATting AGAINST TERRORIST FINANCING AND SANCTION CONTROL

The Cardholder agrees that the Bank may delay, block, or refuse to process any transaction without incurring any liability if the Bank suspects that:

- The transaction may breach any laws or regulations of the Kingdom of Cambodia or any other country;
- The transaction involves any entity (person, corporation, or government) that is itself sanctioned or is connected, directly or indirectly, to any person or entity that is under economic or trade sanctions imposed by the United States, the European Union, or any country; or
- The transaction may directly or indirectly involve the proceeds of or be applied for, conduct that is unlawful in Cambodia or any other country.

The Cardholder must provide all information to the Bank that the Bank reasonably requires to manage its compliance and risks and other applicable policies or to comply with any laws or regulations of the Kingdom of Cambodia or any other country, and comply with any applicable direction, request, or requirement (whether or not having the force of law) of any government or other competent authority.

The Cardholder agrees that the Bank may disclose any information concerning the Cardholder (to):

- Any law enforcement or regulatory agency, or court where required by law or regulation in the Kingdom of Cambodia or elsewhere; and
- Any correspondence the Bank uses to make the payment for compliance with any such law or regulation.
- Where the Bank or any of its related companies is required to do so under any direction, request, or requirement (whether or not having the force of law) of any competent government or other authority in any country; and
- Any of its related companies, or a service provider of the Bank to perform administrative and operational tasks (including risk management, debt recovery, exposure aggregation, data processing, systems development, and test, credit scoring, staff training, and market or Cardholder satisfaction research).

Unless the Cardholder has disclosed that the cardholder is acting in a trustee capacity or on behalf of another party, he/she warrants that he/she and his/her authorized representative(s) are acting on your behalf in entering into this agreement.

The Cardholder declares, agrees, and undertakes to the Bank that the processing of any transaction by the Bank by cardholder instructions will not breach any laws or regulations in the Kingdom of Cambodia or any other jurisdiction.

10.10 TRANSFER OF THE BANK'S RIGHTS

The Bank may, without informing the Cardholder or obtaining the Cardholder's consent:

- Assign any of its rights under this Contract; and
- Give information about this Contract and the Cardholder's obligations hereunder to any assignee of the Bank relevant under this Contract or anyone who is considering becoming an assignee.
- The Cardholder shall from time to time, at the request of the Bank, carry out any act or execute any document as the Bank may direct to affect any assignment/transfer contemplated by this clause.

10.11 COLLECTION OF INFORMATION

The Cardholder agrees to provide the Bank with all information and documentation as the Bank may reasonably request from time to time, including as may be required under the law or any foreign law/regulation and/or by agreements with the government agencies or revenue authorities (whether local or foreign) to make inquiries about the Cardholder tax status.

The Cardholder acknowledges that all information provided to the Card Issuer is accurate, complete, up to date, and not misleading.

10.12 TAXES

The Bank may be required to withhold payments to certain account holders and pass such amounts to a local or foreign government agency or revenue authority, by local or foreign law or under an agreement with such authorities.

If at any time any local or foreign government agency or revenue authority requires the Bank to make a deduction or withholding on any payment due to the Cardholder, the Cardholder agrees to immediately reimburse the Bank for the amount of any such deduction or withholding, including authorizing the Bank to deduct such amounts from the Account. The Cardholder will indemnify the Bank against any loss the Bank suffers or costs the Bank incurs as a result of such deduction or withholding.



**The smarter
way to bank.**