



MERCHANT FACILITY TERMS AND CONDITIONS

The smarter way to bank.



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1. ARTICLE 1: GENERAL DISPOSITIONS

1.1 DEFINITIONS

Merchant	:	means not only any trader as such, but also includes any service provider, self-employed person, etc., who may be likely to use the electronic payment system, and more generally, any business selling or renting goods or providing services. If there is more than one proprietor or director, "Merchant" refers to each proprietor or director individually as well as collectively. "Merchant" also includes its successors and assignees.
Acceptable Card/KHQR Transaction	:	means any Card/KHQR Transaction other than those described in clause 7.15 as being unacceptable.
Attended Transaction	:	means a Card/KHQR Transaction conducted by a Cardholder/KHQR User in person at a place where the Merchant carries on business.
Authorized Floor Limit	:	means the value of a sale which the Merchant is authorized from time to time to make to a Cardholder/KHQR User on any one occasion with a Card/KHQR without seeking further transaction authorization. The amount of the Authorized Floor Limit is specified in the Merchant Application/rule from National Bank of Cambodia.
Authorized Mail/Telephone Merchant	:	means the Merchant, if it has been authorized by the Bank to conduct Card/KHQR Transactions by mail or telephone.
Authorized Officer	:	means any of the Bank's officers, employees, agents or contractors.
Bank Business Day	:	means any day on which the Bank is open for business to the public but does not include Saturday, Sunday or any Cambodia public holidays.
Card	:	means a credit or debit Card (and either or both as the context requires and/or permits) that the Bank authorizes the Merchant to accept for Card Transactions and does not include any credit or debit Card which the Bank has subsequently notified the Merchant as having ceased to be authorized.
KHQR	:	refers to a real time electronic payment system which its function can be found.
Card Scheme Rules	:	includes the rules and regulations issued by Visa International Service Association or International Incorporated and any other Card scheme nominated by the Bank from time to time, as amended from time to time, and to the extent that they apply in Cambodia. "KHQR rule" is to smoothly manage the operation of the Bakong system and stipulate the rights and obligations of the stakeholders, and the prudential guidance for the Bakong system.
KHQR Regulator	:	aim to mitigate risks in the Bakong system; to ensure sustainability, safety and stability of payment system; and to protect the customers' interest.

Card/KHQR Transaction	:	means any sales transaction or refund transaction between the Merchant and a Cardholder/KHQR User in relation to the supply of goods and/or services to the Cardholder/KHQR User using a Card/KHQR account or any cash out transaction between the Merchant and a Cardholder/KHQR User using a debit/creditCard/KHQR scan pay.
Cardholder	:	means a person who is authorized to use a Card account or to whom a Card has been issued.
KHQR User	:	means a person who is authorized to use and scan pay by Bakong.
Confidential Information	:	does not include information or material that is: (a) in the public domain (other than as a result of a breach of these terms and conditions); or (b) independently developed, discovered or known by you.
Credit Voucher	:	(a) a voucher used for recording refunds in off-line banking procedures as set out in the Merchant Operating Guide; or (b) a voucher used for recording refunds for manual transactions and transactions processed by mail or telephone.
Data	:	includes information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by the Merchant or the Bank from any source as a consequence of the performance of rights or obligations under these terms and conditions.
Electronic Refund Receipt	:	is the receipt issued by the printer when a refund transaction is processed through a Terminal.
Electronic Sales Receipt	:	is the receipt issued by the printer when a sales transaction or advance deposit transaction is processed through a Terminal.
Equipment	:	means any Terminal, imprinter, stationery used for the printing of Transaction Records, and other stationery, guides, decals (and any other promotional material) and any other items that the Bank may supply to the Merchant under or in connection with these terms and conditions.
Fee Account	:	is the Merchant's account with the Bank held in the Merchant's name and to which amounts payable by the Bank, or the Merchant under the Merchant Documents may be credited or debited.
Law	:	means any Law or Regulation (including any policy, directive, or guidelines) whether or not having the force of Law, but compliance with which is in accordance with the practice of responsible merchant acquirers.
Merchant Documents	:	means the documents and other instructions referred to in article 4.1 as amended from time to time.

Merchant Application Form	:	means the Merchant's application for Merchant Services, the subject of these terms and conditions, and containing, amongst other things, the fees, and charges payable by the Merchant under these terms and conditions.
Merchant Operating Guide	:	means each Merchant Operating Guide (and each amendment to it) issued by the Bank to the Merchant from time to time.
Merchant Services	:	means the services referred to in Article 2.
Merchant Statement	:	means a statement the Bank gives to the Merchant showing the amount of all Card /KHQR Transactions entered into by the Merchant with a Cardholder/KHQR User using a debit/credit card/ KHQR scan pay along with details of related fees and charges.
Bank	:	means BRED BANK (CAMBODIA) PLC.
Sales Voucher	:	means a voucher used for recording sales in off-line banking procedures as set out in the Merchant Operating Guide and a voucher used for recording sales for manual transactions and transactions processed by mail or telephone in accordance with the Merchant Documents.
Settlement Account	:	is the Merchant's account with the Bank, held in the Merchant's name to which amounts payable by the Bank, or the Merchant under the Merchant Documents may be credited or debited. Unless the Bank agrees otherwise, the Settlement Account will be the same account as the Fee Account.
Transaction Record	:	means: (a) the Electronic Sales Receipt and/or Electronic Refund Receipt; (b) the Sales Voucher and/or Credit Voucher; or (c) any other form of notification approved by the Bank.
Terminal	:	means any electronic device which the Bank has agreed or may subsequently agree, to supply to the Merchant or has authorized the Merchant to use to enable it to obtain authorization and conduct Card /KHQR Transactions electronically.
Valid Card Transaction	:	means any Card Transaction other than those described in clause 7.14 as being invalid.
Off-line-card transaction	:	means card transaction is not submitted to card issuer to obtain authorization.
Manual Key Entry or Key in	:	means card data in magnetic or chip is not be read by Terminal.

1.2 FOR THE PURPOSES OF THESE TERMS AND CONDITIONS

In these terms and conditions unless the contrary intention appears:

- a. a reference to these terms and conditions or another instrument includes any variation, amendment or replacement of any of them;

- b. a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - c. the singular includes the plural and vice versa;
 - d. the word "person" includes a firm, body corporate, an unincorporated association or an authority;
 - e. an agreement, representation or warranty in favor of two or more persons is for the benefit of them jointly and individually;
 - f. agreement, representation or warranty on the part of two or more persons binds them jointly and individually;
 - g. a reference to an accounting term is to be interpreted in accordance with accounting standards
 - h. a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to these terms and conditions and a reference to these terms and conditions includes any annexure, exhibit and schedule;
 - i. headings are inserted for convenience and do not affect the interpretation of these terms and conditions.
- Payment operations are guaranteed subject to compliance with all of the security requirements under the responsibility of the Acceptor, and in particular to seeking approval for amounts over a certain limit, being the «authorization required point», whereby the maximum amount allowed is determined by the Issuer Bank or National Bank of Cambodia.
 - Any information collected by the Bank shall only be used and shall only be disclosed to other parties as required for the management of operations carried out under this contract, or for the purpose of complying with any legal and statutory requirements. As such, the Bank is expressly released from any bank secrecy obligation.

2. ARTICLE 2: DESCRIPTION OF SYSTEM

The bank card/KHQR payment system consists in the use of bank cards/KHQR for the payment of goods purchased or hired or services provided through the acceptors solely in accordance with the terms and conditions determined or approved by the Bank.

3. ARTICLE 3: PROVISIONS PERTAINING TO THE CARDS

The following cards may be used under the plastic money payment system:

- BRED Bank (Cambodia) Plc.'s own card: Smart Card
- cards bearing the card schemes brand such as Visa, accepted within the electronic payment system.

All of the above-mentioned cards are hereinafter called «Cards» as the generic term.

4. ARTICLE 4: DUTIES OF THE ACCEPTOR

4.1 GENERAL OBLIGATIONS

You will comply with the requirements (including without limitation, paying any applicable fees) contained in:

- a. the Merchant Application Form;
- b. these Merchant Facility terms and conditions;
- c. the Merchant Operating Guide;
- d. any other manual or instructions or other material that the Bank provides to the Merchant (whether or not in writing) for the purposes of these terms and conditions, whether or not specifically mentioned in these terms and conditions;
- e. any Card Scheme or Regulator Rules as notified to the Merchant by the Bank.

To the extent of any inconsistency between the documents referred to above, the following rules will apply: (a) the Merchant Application Form prevails over all other documents; and (b) these Merchant Facility terms and conditions prevail over the remaining documents.

4.2 SPECIFIC OBLIGATIONS TO THE BANK

The Merchant must:

- a. honor the cards/KHQR supported by the Terminal or other tool's, and clearly display card brand, Bakong and Bank marks provided by the Bank;
- b. comply with all Cambodian Laws and Regulations in force;
- c. inform the Bank immediately if the Merchant's financial position changes in such a way that it may affect its ability to perform its obligations under the Merchant Documents or any Card Scheme or Regulator Rules
- d. use only Terminals and Tools authorized by the Bank
- e. only submit to the Bank for processing Transaction Records which originate at premises authorized by the Bank
- f. not substantially change the goods and services that the Merchant sells without the Bank's prior written consent (which the Bank will not unreasonably withhold);
- g. allow Bank's employees, contractors or agents or those of any Card Scheme Operator or Regulator to enter the Merchant's premises as reasonably requested, during normal business hours, to check its compliance with the Merchant Documents or for the purposes of checking its compliance with the relevant Card Scheme or Regulator Rules;
- h. allow Bank's employees, contractors, or agents to enter its premises as reasonably requested during normal business hours to install, inspect, maintain and remove Terminals or Tools;

- i. give the Bank all information and assistance that the Bank reasonably requires to perform its obligations under the Merchant Documents;
- j. sign any document that the Bank reasonably requests that the Merchant signs, in order to give effect to its obligations under the Merchant Documents;
- k. use reasonable care to detect forged or unauthorized signatures or the unauthorized or fraudulent use of a Card/KHQR; obtain prior authorization from the Bank before completing a Card Transaction where: (i) the amount of the Card Transaction exceeds any Authorized Floor Limit; or (ii) the Merchant believes, or acts reasonably, or believes that the Card may be a lost, stolen or counterfeited Card or that the Card Transaction is fraudulent or unauthorized or in some manner suspicious. In the circumstances of clause 4.3(i)(ii), in addition to seeking authorization from the Bank before completing a Card Transaction, the Merchant must verify the identity of the Cardholder by sighting a form of photographic identification of the Cardholder;
- l. not deliberately reduce the value of any one Card Transaction below the Authorized Floor Limit by:
 - i. splitting a Card Transaction into two or more Card Transactions; or
 - ii. allowing a Cardholder to purchase goods and/or services charged to one or more Cards separately or suggesting that the Cardholder charge part of the purchase to a Card and pay cash or cheque for the balance price;
- m. within two (2) Bank Business Days after the Card Transaction, present to the Bank the Card Transaction and relevant receipt signed by the cardholder and the Transaction Records of that Card Transaction if that Card Transaction has not been processed through a Terminal;
- n. retain for not less than 18 months from the date of a Card Transaction, the Transaction Record of that Card Transaction, and produce that Transaction Record to the Bank upon request. This obligation survives termination of the Merchant Services;
- o. if any debit under clause 14.2 renders the Fee Account overdrawn, immediately deposit sufficient funds to place the Fee Account back in credit;
- p. where the Merchant has been supplied with a Terminal or Tool,
 - i. only complete a Card Transaction if the first 6 digits and the last 4 digits of the embossed or printed Card number on the Card and the first 6 digits and the last 4 digits of the Card number displayed and/or printed on the Electronic Sales Receipt or Electronic Refund Receipt are the same;
 - ii. only complete KHQR if the success transaction record is the same on both KHQR User's phone and KHQR transaction receipt or the notification detail.
- q. only complete a Card Transaction requiring signature if the signature on the Transaction Record appears to be the same as the signature appearing on the Card. If the signature does not appear to be the same, or the Card Transaction is in any other way suspicious the Merchant must:

- i. not complete the Card Transaction;
- ii. take reasonable steps to sight a form of photographic identification of the purported Cardholder;
- iii. retain the Card by reasonable means; and
- iv. follow the procedures set out in the Merchant Operating Guide;
- r. display prominently in the Merchant's place or places of business authorized by the Bank, any decals or promotional material supplied by the Bank to the Merchant for any Card scheme Rules/KHQR Regulators and not use any decals or promotional material in relation to those Card scheme Rules/KHQR Regulators, except as authorized by the Bank;
- s. permit the Bank to inspect and examine the Merchant's books of account and records relating to any Card/KHQR Transaction;
- t. give the Bank up to 14 days prior notice in writing before changing the name under which the Merchant's business trades;
- u. give the Bank up to 7 days prior notice in writing before selling or transferring ownership of the Merchant's business, and include in that notice a forwarding address;
- v. only use Equipment or a Tool which display Transaction Records showing the Merchant's trading name as it exists from time to time;
- w. not require a minimum or maximum (Except Floor limit) or impose any additional or surcharge amount to Card brands or KHQR Regulators;
- x. not complete a Card Transaction involving the use of a Card account where the Card Transaction represents an alternative payment method for an obligation already owed by the Cardholder to the Merchant, including but not limited to an obligation:
 - i. previously owed to the Merchant not arising from a current purchase or cash out transaction;
 - ii. arising from the dishonor of the Cardholder's personal cheque; or
 - iii. representing the collection of any other pre-existing indebtedness;
- y. not submit to the Bank for processing either directly or indirectly, any Transaction Record which was not originated as a result of a transaction between the Cardholder/KHQR User and the Merchant or which the latter knows or should reasonably have known to be fraudulent or not authorized by the Cardholder/KHQR User;
- z. not make any warranty or representation in connection with any goods or services which may bind the Bank or any Card Scheme Operator or KHQR Regulator;
- aa. not accept a Card or a Card Transaction which is of a type the Bank has previously advised the Merchant not to accept;
- ab. provide sufficient training to the Merchant's employees to ensure that it meets the Merchant obligations under the Merchant Documents and any Card Scheme Rules or KHQR Regulator;

- ac. not initiate any Card/KHQR Transactions through the Terminal or imprinter using the Merchant's Card/KHQR account or one of its employee's Card/KHQR accounts, unless the Merchant or its employees are purchasing goods or services from the Merchant's business or obtaining a refund for goods and services purchased from the Merchant's business;
- ad. if less than the full amount of any sale is processed with any Card/KHQR Transaction, obtain cash or cheque payment in full for the balance due at the time the sale is completed;
- ae. not distinguish between issuers of a Card/KHQR in processing a Card/KHQR Transaction;
- af. not initiate a Card Transaction with any Card/KHQR that is damaged, altered or in poor condition; and
- ag. check the valid date of each Card presented to the Merchant, and not initiate a Card/KHQR Transaction if the valid date on the Card has expired.
- ah. not initiate any Card/KHQR Transactions through the Terminal or imprinter for other purposes which is not in connection to your business unless authorized by the Bank in written notice.
- ai. not allow anyone to operate the Terminal or imprinter for any Card Transactions except the authorized bank staff and/or your authorized employees.
- aj. complete a settlement or close batch within 02 calendar days after Card Transaction Date to avoid late presentment to the issuers. Failing to comply with this rule, the Merchant is fully liable for chargeback incurred.
- ak. not operate manual key entry of card data for card transaction without written request to the Bank.
- al. not operate off-line-card transaction without written request to the Bank.

4.3 OBLIGATIONS IN RESPECT OF CARDHOLDERS/KHQR USERS

The Merchant must:

- a. clearly disclose any fee before a Card/KHQR Transaction is completed and do it in such a way that allows Cardholders/KHQR User to cancel the transaction if they choose to do so, without incurring any cost. The cancellation policy or form including a No Show must be confirmed by the cardholder/KHQR User or acknowledged by the Cardholder/KHQR User to comply with Card Scheme Rules or KHQR Regulator;
- b. clearly disclose a Refund or No Refund policy or form or statement to the Cardholder/KHQR User before a Card/KHQR Transaction is completed and get them sign such policy/form accompanied by signed sale receipt to comply with Card Scheme Rules or KHQR Regulator.
- c. clearly display the minimum amount, if any, for which the Card is accepted so that clients know beforehand. Such minimum amount should be set at a reasonable level and not restrict the acceptance of Cards.
- d. not give cash out on any Card/KHQR Transaction using a credit account;

- e. perform all obligations (including, without limitation, supplying all goods and/or services) to the Cardholder/KHQR User in connection with a Card/KHQR Transaction before processing the Card/KHQR Transaction;
- f. not sell, purchase, provide or exchange any information or document or an account number relating to a Cardholder/KHQR User, a Cardholder's Card number or a Card/KHQR Transaction to any person other than the Bank, the Card/KHQR issuer and as required by Law;
- g. take reasonable steps to ensure that the information and documents mentioned in clause 4.3(e) are protected from misuse and loss and from unauthorized access, modification or disclosure;
- h. not indicate or imply to a Cardholder/KHQR User or any third party, that the Bank or a Card scheme associated with the Bank endorse any goods or services or refer to a Card in stating eligibility for goods, services or any membership;
- i. prominently and unequivocally inform the Cardholder/KHQR User of Merchant's identity at all points of Cardholder interaction (including without limitation on any relevant web site, promotional material and invoice) so that the Cardholder can readily distinguish the Merchant from any supplier of goods or services or any other third party;
- j. provide notice to any Cardholder/KHQR User with whom the Merchant enters into a Card Transaction that it is responsible for that Card/KHQR Transaction, including for any goods and services provided, any payment transaction, related customer service, dispute resolution and performance of the terms and conditions of the Card/KHQR Transaction;
- k. provide to each Cardholder/KHQR User about whom the Merchant collects Data:
 - i. such information as the Merchant is required by Privacy Laws by which the Merchant is bound to provide to persons from whom it collects Data; and
 - ii. which is disclosed by the Merchant to the Bank, any information specified by the Bank to the Merchant from time to time to enable the Bank to fulfill the Bank's obligations under any Privacy Laws by which we are bound. Any Data disclosed to the Bank must be disclosed using a method approved by the Bank; and
- l. use all Data collected by the Merchant in accordance with all Privacy Laws by which the Merchant is bound;
- m. not refuse to complete a Card Transaction solely because a Cardholder refuses to provide additional identification information in circumstances where we do not require you to obtain it.

4.4 INTELLECTUAL PROPERTY RIGHTS

The Merchant acknowledges that some of the materials which the Bank provides to the Merchant under these terms and conditions is the property of or contains or embodies Intellectual Property Rights owned by the Card Scheme Operators.

To the extent that the Bank is authorized by the Card Scheme Operators to use, and to grant the Merchant a right to use, its materials, the Bank grants the Merchant a non-exclusive right to use those materials for the purpose of performing its obligations under these terms and conditions.

The Merchant must only use those materials in accordance with the Card Scheme Rules and any other instructions the Bank gives it from time to time.

4.5 OTHER OBLIGATIONS

In addition to the Merchant's other obligations under the Merchant Documents and any Card Scheme Rules:

- a. The Acceptor must:
 - i. not hand write Card details on Sales Vouchers and not submit fraudulent card/KHQR transaction to the Bank;
 - ii. not enter into Card Transactions for telephone order or mail order sales;
 - iii. only lodge Merchant Summary Slips that have the merchant's details imprinted on them using an imprinter approved by the Bank;
 - iv. not copy card details in front or back of the card;
 - v. not swipe or insert card data through Terminal or device which is not authorized by the Bank;
 - vi. be subjected to all laws or legal action if the Merchant commits money laundering;
 - vii. not store card data in any means or in any application which is not authorized by the Bank.
- b. If a Transaction authorization is requested by phone, the Merchant must:
 - i. take reasonable steps to verify the identity of the person it is dealing with, in order to confirm that they are the genuine Cardholder, including by observing and implementing the recommendations in the Merchant Operating Guide and any other manual or instructions or other material that the Bank provides the Merchant;
 - ii. record reasonable identification of the person it is dealing with, as well as the commencement and expiry dates of the Card.

5. ARTICLE 5: DUTIES OF THE BANK

The Bank shall:

- Provide training to the Merchant. At the request of the Merchant, provide such information about the operation of the electronic payment system and its developments as is directly relevant to the Merchant.
- Provide the Merchant with a list of all the cards approved by the Purchaser Bank together with their specifications.
- Make available to the Merchant, pursuant to the special conditions agreed with the Merchant, all information relating to the security of the transactions, in particular access to the authorization system.

- Credit the Settlement Account with the sum of all sales prepared in accordance with the terms of the Merchant Documents and presented to the Bank, on the basis that, subject to the Bank's right to chargeback the amount of the sales transaction, the Bank's crediting of the Settlement Account has the effect of extinguishing the Cardholder's debt to the Merchant and any obligation the Bank may have to the Merchant;
- Not debit those operations that are not guaranteed and could not be charged to the account of the card holder after a period of maximum 12 months from the date of the original credit to the Merchant's account.
- Disclose at the request of the Acceptor the key aspects of any related administrative procedures, in particular:(a) Management and return of cards seized by the Merchant, (b) Management and return of cards left behind by their holders.

6. ARTICLE 6: GUARANTEE OF PAYMENT

- Payment operations are guaranteed subject to compliance with all of the security provisions for which the Merchant is responsible as defined in these general terms and conditions, as well as in the special operating terms and conditions.
- All security procedures are independent of one another. For example, the approval given by the authorization system shall only be valid as guarantee if the other security procedures are complied with, in particular the verification of the confidential code or PIN.
- In the event of a breach of any one of these procedures, invoices and records will only be paid subject to final clearance.

7. ARTICLE 7: SECURITY PROCEDURES

- The Merchant must immediately report to the Bank any malfunction of the Terminal and any other irregularities (lack of receipt or update of black list, inability to repair promptly).

UPON PAYMENT, The Merchant shall:

- Use the Terminal, abide by the instructions shown on the screen and follow the procedures, the technical terms and conditions of which are indicated to the Merchant.
- Check the authenticity of the Card, i.e.:
 - a. the hologram,
 - b. the microcircuit on the Card,
 - c. the type of Card under Article 3,
 - d. the term of validity (expiry and possibly commencement dates).
 - e. the first 6 digits of the embossed or printed Card number on the Card and the first 6 digits of the Card number displayed and/or printed on the Electronic Sales Receipt or Electronic Refund Receipt are the same

- Check the Card number against the most recent list of stopped cards circulated by the Bank for the relevant point of sale and in accordance with the conditions agreed with the Bank.
- For those cards where the microcircuit requests it of the Terminal, cause the holder to enter his PIN number, ensuring as much privacy as possible. Proof of the entry of the PIN is provided by the confirmation which should appear on the Terminal receipt. If the PIN number is not verified, settlement of the transaction is subject to final clearance, even if it has been authorized.
- Seek authorization at the time of the transaction and for the relevant amount:
 - f. if the amount of the actual operation, or the accrued amount of operations transacted with the same Card on the same day and at the same point of sale, exceeds the authorized limit being the authorization required point, determined under the special conditions agreed with the Bank, regardless of the method of obtaining information,
 - g. if the Terminal or the microcircuit card sends out a request for authorization irrespective of the allowed limit for the Acceptor.

Otherwise, the operation will not be guaranteed, even for the portion that is authorized or equal to the amount allowed without authorization. A transaction refused by the authorization system is never guaranteed. A request for seizure of the Card made by the authorization system renders the guarantee null and void for all subsequent transactions made on that same day using the same Card at the same point of sale.

- If a signature is required, check it against the signature shown on the Card being used.
- Hand over to the Card Holder the copy of the receipt from Terminal machine marked customer copy.

FOLLOWING PAYMENT, The Merchant shall:

- Forward to the Bank, within the timeframe and according to the terms set out in the special conditions agreed with the Bank, the electronic records of the transactions and ensure that they have been duly credited to the account within the timeframe and according to the terms set out in the special conditions agreed with the Bank. Any transaction subject to authorization must be submitted to the Bank as paying agent under the contract when requesting the authorization.
- File and keep as supporting evidence for a period of one year from the date of the operation: (a) a copy of the receipt from the Terminal and relevant documents with the signature of the card holder if this was required, (b) the tape recording of the operation, if any, or the actual book of original entry.
- At the request of the Bank, and within the timeframe set out in the conditions agreed with it, produce any supporting evidence of the payment operations.
- The Merchant undertakes not to store, in any manner whatsoever, any of the following card data: (a) the visual cryptogram, (b) the complete magnetic path, (c) the PIN (personal code).

7.1 INVALID TRANSACTIONS

A Card/KHQR Transaction is invalid if it is a Card/KHQR Transaction in which you do not comply with the requirements set out in the Merchant Documents or any Card Scheme Rules or KHQR Regulator. Without limiting this clause 7.14, a Card/KHQR Transaction is invalid if:

- a. it is illegal;
- b. the Merchant or its employees have failed to follow any security and Card/KHQR checking procedures set out in the Merchant Operating Guide, or otherwise notified to the Merchant from time to time;
- c. the signature on the Transaction Record or authority for completion is forged or unauthorized;
- d. the Card/KHQR Transaction date is outside any validity period indicated on the relevant Card;
- e. the Bank has told the Merchant not to accept the Card;
- f. the Card/KHQR Transaction is not authorized by the Cardholder/KHQR User;
- g. the particulars on the copy of the Transaction Record given to the Cardholder/KHQR User are not identical with the particulars on any other copy of the Transaction Record, or are not identical to the embossed details on the Card;
- h. another person has provided or is to provide the goods, services or cash the subject of the Card/KHQR Transaction or you arranged for another person to process the Card/KHQR Transaction;
- i. the Merchant Services were terminated before the date of the Card/KHQR Transaction;
- j. it is a Card Transaction (other than a Card Transaction performed by mail or telephone by an Authorized Mail/Telephone Merchant), and the Card was not presented;
- k. a Sales Voucher for Attended Transactions does not show any of the following:
 - i. imprint of a current Card;
 - ii. imprint of the Merchant's details as most recently notified by the Merchant to the Bank;
 - iii. transaction date;
 - iv. sale amount;
 - v. purchase details;
 - vi. card type; and
 - vii. if necessary, authorization number;
- l. if the Merchant is not an Authorized Mail/Telephone Merchant and the Sales Voucher or Credit Voucher are completed by telephone order or mail order, or the Sales Voucher is not signed, or the Cardholder's details are handwritten;
- m. the amount of the Card Transaction or the amount of the aggregate of the Card Transactions for goods and/or services supplied on the same occasion, was in excess of any applicable Authorized Floor Limit unless authorization was obtained;

- n. the Transaction Record is incomplete or illegible;
- o. where a Terminal is supplied, the Merchant is notified by way of the Terminal that the Card Transaction is not authorized or is cancelled;
- p. it was completed before the Merchant accepted these terms and conditions as part of the Merchant Facility Application;
- q. where the Card Transaction relates to vehicle rental, the Merchant does not comply with its obligations under Schedule A - Vehicle rental; or
- r. where the Card Transaction relates to accommodation, the Merchant does not comply with its obligations under Schedule B - Accommodation.

7.2 UNACCEPTABLE TRANSACTIONS

A Card Transaction is unacceptable at the Bank's election, if:

- a. the Cardholder disputes liability for the Card Transaction for any reason or makes a claim for set-off or a counterclaim; or
- b. it is of a class which the Bank decides, at its discretion, is unacceptable.

7.3 CHARGEBACKS

- a. The Bank may refuse to accept a Card Transaction if it is not a Valid Card Transaction or an Acceptable Card Transaction, or may charge it back to the Merchant.
- b. The Merchant must provide the Bank with the Transaction Record and any other required evidence of a Card Transaction within five (5) Bank Business Days if the Bank asks for it. If the Merchant fails to do so to the Bank's satisfaction, the Bank may charge the Card Transaction back to the Merchant if the amount cannot be collected from the Cardholder.
- c. The Merchant agrees to comply with the Card Scheme Rules regarding the charge back of Card Transactions as notified to the Merchant by the Bank.
- d. The Bank will debit the Merchant's account once it receives a chargeback from the card schemes and the Merchant will be liable for the chargeback if it is found having a mistake or non-compliance with card scheme rules or the issuer has proper proof to win the case.
- e. Although the Merchant Facility Terms & Conditions, merchant service or agreement or contract or merchant membership was terminated or canceled, its obligation to be liable for chargeback which may incurred is still valid for a period of 180 calendar days calculated from the date of termination or cancellation of the merchant service, provided, however, the timeframes can vary dramatically depending on the reason, code, processor, and card scheme and upon the flexibility of the reviewing the chargeback time limit for cardholders and merchants which then may applied.

8. ARTICLE 8: RELATED OPERATING TERMS

8.1 COMPLAINTS & CLAIMS

Any complaint or claim must be made in writing to the Bank within a maximum period of 6 months from the date of the operation complained of. This period is reduced to 15 calendar days with effect from the date of remittance of an outstanding amount where the claim relates to a payment outstanding.

8.2 CONFISCATION OF STOPPED CARD FROM HOLDER

In the event a card is confiscated from the holder because it has been stopped or is a counterfeit (such confiscation occurring at the direction of the authorization system as the Card will be listed under the stopped Cards listing), the Merchant is to apply the management and return procedure for seized Cards.

8.3 CARD LEFT BEHIND BY ITS HOLDER

If a Card is left behind by its holder, the Merchant can return it to its owner against proof of identity and with agreement of the authorization system within maximum 2 working days from the date of loss, after which the Merchant is to use the management and return procedure for forgotten Cards.

8.4 CREDIT TRANSACTION

Transactions paid for by Card are not to be refunded, in full or in part, by any other means of payment. The Merchant must follow the procedure known as « credit transaction » and effect the relevant remittance to the Bank to which it had forwarded the original transaction within the timeframe set out in the special conditions agreed with the Bank.

8.5 UNSIGNED CARDS

Where a Card has not been signed, the Merchant must apply for authorization prior to completing the transaction, ask the holder to produce some proof of his identity and affix his signature in the space provided for that purpose on the reverse side of the Card, and finally check that the signature matches that shown on the identification papers. If the holder refuses to sign the Card, the Merchant must refuse to accept payment by Card.

9. ARTICLE 9: ALTERATION OF CONTRACT TERMS AND CONDITIONS

- We may at any time alter these general terms and conditions of membership and the special conditions on technical, financial, or Terminal security related grounds.
- Alterations of a technical nature, other than installation and maintenance work, involve the acceptance of new Cards, changes to software, a change to certain parameters, the reinstatement of the Terminal system following some malfunction, etc.
- Security related changes relate in particular to:
 - a. a change of the allowed limit prior to requiring authorization,
 - b. cards that are no longer acceptable,
 - c. suspension of membership of the Terminal service.

- Any new terms and conditions come into effect on the date the Merchant is notified of the variation or a later date specified by the Bank.
- Where certain Cards cease to be acceptable or the «electronic payment» system is suspended, the new terms and conditions shall come into effect immediately from the date of notification to the Merchant by the Bank by whatever method.
- Once the deadlines mentioned in Clauses 9.4, and 9.5 have lapsed, the alterations are opposable to the Merchant if it has not terminated the contract.
- Failure to comply with the new technical or security conditions within the timeframe provided may result in the determination of the contract or even the suspension of the membership of the electronic payment system in the event of major risks.

10. ARTICLE 10: TERMINATION OF MERCHANTY FACILITY

TERMS & CONDITIONS

- The Merchant Terms & Conditions will be effective from the signing date (DD/MM/YY) and will be valid until the termination date by either the Acceptor or the Bank.
- The Merchant Terms & Conditions may be terminated as follows:
 - a. Account data compromise.
 - b. Excessive chargebacks.
 - c. Excessive fraud.
 - d. Violation of standards.
 - e. Merchant collusion.
 - f. Illegal transaction.
 - g. Identify thief.
 - h. Laundering.
 - i. Fraud conviction.
 - j. Bankruptcy/liquidation/insolvency.
 - k. Any event occurs or circumstance which in the opinion of the Bank.
- The Merchant Terms & Conditions may be terminated:
 - a. With immediate effect by the Bank at any time without reason or prior notice (unless otherwise agreed specifically between the parties), subject to completion of any pending transactions, by registered letter with acknowledgement of receipt, no further formality being required.

- b. By the Merchant, provided that, the Merchant shall provide written notice to the Bank within thirty (30) calendar days prior to termination of this said facility terms and conditions.
 - c. Immediately upon the cessation of the Acceptor's activity, the sale or transfer of the business, subject to completion of any pending transactions.
- Upon the acknowledgement of receipt of the notice of termination, the following conditions shall be in effect:
- a. The Merchant's account shall be closed within thirty (30) calendar days if no fraud or suspicious transaction which may incur chargeback is found, otherwise, it shall be maintained for a minimum of 180 days or longer subject to Card Scheme Rules.
 - b. The expiration or termination of the Merchant Services does not affect any of the Acceptor's right or the Bank's rights and obligations which arose before they ended including, without limitation, in relation to the Bank's right to chargeback Card Transactions and the Bank's right to recover accrued fees, charges and costs.
 - c. If it should be found that there are payments outstanding following termination of the Merchant Terms & Conditions, these shall be borne by the Merchant or may become subject to a statement of claim.
 - d. The Merchant will be required to return to the Bank all electronic devices, security apparatus and documents in its possession of which the Bank is the owner. Unless the Merchant has entered into one or more membership agreements, the Merchant shall immediately remove all signage of acceptance of Cards from its premises.

11. ARTICLE 11: SUSPENSION OR CANCELLATION OF MEMBERSHIP

- The Bank may suspend membership to the electronic payment system on security grounds without prior notice and subject to completion of any pending operations. Such suspension may, as the case may be, be preceded by a warning to the Merchant, or even a lowering of the authorization required point. The suspension shall be notified by registered letter, stating the reasons, with acknowledgement of receipt. It shall be effective immediately. A suspension may be decided in particular for the following reasons:
 - a. excessive use of lost, stolen, fraud or counterfeit Cards or excessive fraud chargeback,
 - b. unauthorized use of Terminal or equipment,
 - c. major malfunction risk of the electronic payment system,
 - d. money laundering or collusive to commit fraud.
- The Merchant undertakes to return all electronic devices, security apparatus and documents in its possession to the Bank whose property it is and to immediately remove all signage of acceptance of Cards from its premises.
- In the event of any fraudulent behavior on the part of the Merchant responsible for the point of sale, the Merchant may be struck off immediately or the suspension turned into striking off.

12. ARTICLE 12: NO WAIVER

In the event that the Merchant or the Bank fails to require the strict enforcement of a provision of this contract at any time, this cannot in any way be deemed as a waiver whatsoever of the enforcement of such provision.

13. ARTICLE 13: CONDITIONS RELATING TO THE USE OF TERMINAL

13.1 INSTALLATION OF TERMINAL

If the Bank provides the Merchant with a Terminal or Equipment, the Merchant must prepare at its cost a site at its business premises which meets the Bank's specifications for the installation of the Terminal or Equipment, including a power supply and telephone line separate to the Merchant's main voice line.

We shall be responsible for the installation, operation, maintenance, training, and upgrade of the Terminal.

13.2 OWNERSHIP OF TERMINALS

If the Bank provides the Merchant with a Terminal or Equipment, then it will remain the Bank's property.

13.3 INSURANCE

The insurance policy on the Merchant's premises must cover any Terminals and Equipment the Bank provides to the Merchant for their maximum insurable value and must have the Bank's interest noted on the policy.

The Merchant must ensure that its insurance policy duly covers:

- a. all risks associated with the custody of the Terminal for which the bank cannot be held liable, as well as any damages, direct or indirect, arising out of its destruction or degradation,
- b. direct or indirect damages to the cards used and to the ancillary equipment which may be under its care.

13.4 USE AND MAINTENANCE OF TERMINALS AND TOOLS PROVIDED BY THE BANK

If the Bank provides the Merchant with a Terminal and/or Tools the Merchant must:

- a. take all reasonable care of the Terminal and Tool (and follow all of the Bank's directions for its maintenance and protection as contained in the Merchant Operating Guide or as otherwise notified to the Merchant);
- b. not permit any untrained or unauthorized person to operate or otherwise use the Terminal and Tools;
- c. pay for any repairs to, or replacement of, the Bank's Terminals and Tools which are necessary because the Merchant neglects, misuses, loses or damages the Bank's Terminals and Tools;
- d. not move the Terminal or Tools to premises other than premises authorized by the Bank or make any additions or modifications or repairs to the Terminal or the Tool without the

Bank's written consent. Where the Bank gives its consent to the moving, modification or addition or repair to the Terminal or Tool, the Merchant agrees that it will be done at its cost and may be subject to conditions;

- e. provide the Bank and its agents or contractors all reasonable access to the Merchant's premises to install, inspect, repair, maintain or remove the Terminal and Tool;
- f. be responsible for, and will indemnify the Bank in respect of, any loss or malfunction of, or damage to the Terminal and Tool (other than any loss or damage arising as a result of an inherent defect in the Terminal and Tool or through fair wear and tear); and
- g. at all times use the Terminal and Equipment in the manner set out in the Merchant Operating Guide.

13.5 REPLACEMENT OF TERMINALS OR TOOLS

The Bank may (having given the Merchant not less than 20 Bank Business Days' written notice) remove and replace (at the Bank's cost) any Terminal or Tool we have previously provided to the Merchant.

13.6 RETURN OF TERMINALS OR TOOLS

Any Terminal or Tool provided by the Bank to the Merchant must be returned to the Bank or as directed by the Bank in the good condition in which it was provided to the Merchant when the Merchant Services are terminated.

13.7 BREAKDOWN, MALFUNCTION, AND OFF-LINE PROCESSING

The Merchant must tell the Bank immediately when it becomes aware of any loss, malfunction of, or damage to the Terminal or Equipment. If a Terminal or Equipment is malfunctioning, the Bank will provide the Merchant with a replacement Terminal or relevant piece of Tool as soon as is practicably possible, subject to availability. If technical difficulties are experienced with the Terminal that cannot be fixed immediately, and the Bank has authorized the Merchant to process Card Transactions off-line, then the Merchant may do so, but only in accordance with the procedure set out in the Merchant Operating Guide.

14. ARTICLE 14: FEE AND SETTLEMENT ACCOUNT

14.1 MERCHANT'S FEE ACCOUNT

The Merchant must maintain a Fee Account. The Merchant will ensure that finalization of obligations arising under the Merchant Documents occurs through the Fee Account. The Merchant agrees that to the extent required by this clause 14, the terms of this clause vary and form part of the terms and conditions of the Merchant's Fee Account.

14.2 AUTHORITY TO DEAL WITH MERCHANT'S FEE ACCOUNT

The Merchant authorizes the Bank to debit the Fee Account with:

- a. Merchant Service fee per transaction stated in Merchant Application Form;
- b. fees and charges notified by the Bank to the Merchant from time to time;

- c. any over credits the Bank makes in respect of Card Transactions due to errors or commissions;
- d. any chargeback of a Card Transaction;
- e. any duties, taxes, postages, commissions, charges, exchanges, re-exchanges and expenses arising in any manner in the course of our business;
- f. the amount of any deficiency in a payment made by the Merchant to the Bank under the Merchant Documents where that is disclosed in an audit or check or otherwise;
- g. any legal, and other costs and expenses directly or indirectly incurred by the Bank in relation to the Merchant Documents;
- h. all fines, penalties or similar costs (however described) imposed on the Bank by Card Scheme Operators because of the Merchant's failure to comply with the Card Scheme Rules; and
- i. any other amounts the Merchant owes the Bank under the Merchant Documents.

14.3 AUTHORITY TO DEAL WITH MERCHANT'S SETTLEMENT ACCOUNT

The Merchant authorizes the Bank to debit the Settlement Account with the full amount of all Credit Vouchers presented to the Bank for processing or refund transactions electronically processed by the Merchant in accordance with these terms and conditions.

14.4 RIGHT TO WITHHOLD

The Bank has the right to withhold or suspend the payment of any amount that would otherwise be owing to the Merchant until the Bank has concluded reasonable investigations into any claimed chargebacks or into the validity or acceptability of any Card Transactions the Merchant processes. The Bank has the right to withhold or suspend the payment:

- a. for up to 18 months; and
- b. even if the Merchant is bankrupt, insolvent, an externally administered body corporate or insolvent under administration

14.5 RIGHT TO WITHDRAW FUNDS FROM MERCHANT'S ACCOUNT

If the Bank has made a payment to the Merchant and any part or all of that payment is subsequently subject to a chargeback, or if there is any doubt about the validity or acceptability of any Card Transaction included in that payment, the Merchant authorizes the Bank to withdraw the amount in question from the Fee Account and place it in a suspense account until we determine, at Bank's discretion, that any relevant review, investigation or dispute has been resolved.

15. ARTICLE 15: DISPUTES AND REFUNDS

The Merchant must:

- establish a fair refund and dispute resolution policy for the exchange or return of merchandise, for the handling of mail and telephone orders disputed by Cardholders, and for the giving of credit by the issue of Credit Vouchers or the processing of a refund transaction as prescribed

in the Merchant Operating Guide, in respect of each accepted return of merchandise, or each order accepted by the Merchant, but not authorized by the Cardholder or authorized user of the Card;

- only process a Card Transaction as a refund if it is a genuine refund of a Valid Card Transaction and an Acceptable Card Transaction;
- process all refunds in accordance with the Merchant Operating Guide; and
- without limiting clause 15.3 give refunds by means of a refund transaction to the same Card used in the Card Transaction (as set out in the Merchant Operating Guide) and not in cash or cheque.

16. ARTICLE 16: WARRANTIES

In providing the Bank with any Transaction Record, the Merchant warrants to the Bank that:

- all particulars furnished to the Bank are true;
- the Card Transaction is a Valid Card Transaction and an Acceptable Card Transaction; and
- the details on the Transaction Record are correct.

17. ARTICLE 17: CARDHOLDER'S CREDITWORTHINESS

No representations

The Merchant cannot infer from the fact that a Cardholder has been issued with a Card, or that a Card Transaction has been processed or that authorization has been given by the Bank that it has guaranteed:

- the Cardholder's creditworthiness;
- the correct identity of the Cardholder;
- that the Card Transaction is a Valid Card Transaction or an Acceptable Card Transaction; or
- that the Merchant has complied with its obligations under the Merchant Documents.
The Acceptor waives any right to claim that the Bank has done so.

18. ARTICLE 18: MERCHANT'S INDEMNITY

The Acceptor will indemnify the Bank, its officers, employees, agents and contractors against all losses, expenses and damages which the Bank, its officers, employees, agents and contractors may suffer or incur as a result of:

- Merchant's failure to observe any provision of the Merchant Documents;
- any warranty that the Merchant made under the Merchant Documents being untrue;

- any infringement by the Merchant, its agents or its employees of another person's Intellectual Property Rights;
- any dispute that may arise at any time between the Merchant and a Cardholder, or any other person authorized by a Cardholder to use a Card, where the dispute arises in respect of a Card Transaction or any incidental or ancillary matter; or
- any claim of whatsoever nature by any person which results from unauthorized access to Card Transaction information or the negligent or fraudulent use or misuse of the Terminal or Equipment by the Merchant, its agents or employees.

This indemnity survives termination of the Merchant Services.

19. ARTICLE 19: DISCLAIMER

As far as the Law permits, the Bank's liability for loss or damage caused by its breach of any term, condition or warranty implied by Law is excluded.

20. ARTICLE 20: CONFIDENTIALITY

20.1 GENERAL OBLIGATION OF CONFIDENCE

You:

- must keep any Confidential Information confidential; and
- may use the Confidential Information but only in relation to the purposes contemplated by these terms and conditions; and
- may disclose the Confidential Information to enable the Merchant to perform its obligations under these terms and conditions but only to its personnel on a need to know basis; and
- must not copy the Confidential Information or any part of it other than as strictly necessary for the purposes of these terms and conditions and must mark if required by the Bank any such copy "Confidential – BRED Bank (Cambodia) Plc."; and
- must implement security practices against any unauthorized copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction; and
- must immediately notify the Bank if it suspects or becomes aware of any unauthorized copying, use, disclosure, access, damage, or destruction in any form and to any extent; and
- must comply with any of the Bank's reasonable directions in relation to the Confidential Information.

20.2 EXCLUSIONS

The Merchant may disclose Confidential Information:

- a. to the extent required by Law; or
- b. if required in connection with legal proceedings relating to the Merchant Services, but in each case, subject to giving the Bank sufficient notice of any proposed disclosure to enable the Bank to seek a protective order or other remedy to prevent the disclosure.

20.3 RETURN OF CONFIDENTIAL INFORMATION

On termination or expiry of the Merchant Services, or earlier on reasonable request by the Bank, the Merchant must promptly return to the Bank or destroy any or all copies of Confidential Information, in which case any right to use, copy and disclose that Confidential Information ceases.

20.4 SURVIVAL OF OBLIGATIONS

The Merchant's obligations under this clause continue indefinitely in relation to Confidential Information, even if that Confidential Information is returned to the Bank or destroyed, or these terms and conditions expire or the Merchant Services are terminated.

21. GOVERNING LAW AND JURISDICTION

21.1 GOVERNING LAW

These terms and conditions and the transactions contemplated by it are governed by the Law in force in the Kingdom of Cambodia.

21.2 SUBMISSION TO JURISDICTION

Each party irrevocably and unconditionally submits to the jurisdiction of the courts of the kingdom of Cambodia for determining any dispute concerning these terms and conditions or the transactions contemplated by these terms and conditions. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

22. SIGNATURE

Only business owner or authorized person or authorized representative can sign this Merchant Facility terms & conditions or agreement. Upon signing, the signatory will be bound by these terms and conditions and their obligation will be in effective from the date of signing.

23. FINAL DISPOSITIONS

On the signing date of this Merchant Facility Terms & Conditions, the Merchant acknowledges that the Bank is authorized, among card programs, by only Visa, MasterCard, and UnionPay International, and made available to the Merchant only Visa, MasterCard, and UnionPay Card, while other card associations and smart cards will be made available to the Merchant in the future by written notification.

By signing below, I hereby acknowledge that I have read, fully understand and accept the Terms & Conditions of the Merchant Facility (terms and conditions) stipulated hereunder.



**The smarter
way to bank.**