



MERCHANT FACILITY TERMS AND CONDITIONS

The smarter way to bank.



CONTENTS

1. ARTICLE 1: GENERAL DISPOSITIONS	4
1.1 Definitions	4
1.2 For the purposes of these terms and conditions	6
2. ARTICLE 2: DESCRIPTION OF SYSTEM	6
3. ARTICLE 3: DUTIES OF THE ACCEPTOR	7
3.1 General obligations	7
3.2 Specific obligations to the Bank	7
3.3 Obligations in respect of KHQR Users	9
3.4 Other obligations	9
4. ARTICLE 4: DUTIES OF THE BANK	9
5. ARTICLE 5: GUARANTEE OF PAYMENT	10
6. ARTICLE 6: SECURITY PROCEDURES	10
6.1 Invalid transactions	10
6.2 Unacceptable transactions	11
6.3 Dispute	11
7. ARTICLE 7: RELATED OPERATING TERMS	11
7.1 Complaints & Claims	11
8. ARTICLE 8: ALTERATION OF CONTRACT TERMS AND CONDITIONS	11
9. ARTICLE 9: TERMINATION OF MERCHANTY FACILITY TERMS & CONDITIONS	12
10. ARTICLE 10: SUSPENSION OR CANCELLATION OF MEMBERSHIP	13
11. ARTICLE 11: NO WAIVER	13
12. ARTICLE 12 CONDITIONS RELATING TO THE USE OF TERMINAL	13
12.1 Installation of Terminal	13
12.2 Ownership of Terminals	14
12.3 Insurance	14
12.4 Use and maintenance of Terminals and Tools provided by the Bank	14
12.5 Replacement of Terminals or Tools	15
12.6 Return of Terminals or Tools	15

12.7 Breakdown, malfunction	15
13. ARTICLE 13: FEE AND SETTLEMENT ACCOUNT	15
13.1 Merchant's Fee Account	15
13.2 Authority to deal with Merchant's Fee Account	15
13.3 Authority to deal with Merchant's Settlement Account	16
13.4 Right to withhold	16
13.5 Right to withdraw funds from Merchant's account	16
14. ARTICLE 14: WARRANTIES	16
15. ARTICLE 15: MERCHANT'S INDEMNITY	16
16. ARTICLE 16: DISCLAIMER	17
17. ARTICLE 17: CONFIDENTIALITY	17
17.1 General obligation of confidence	17
17.2 Exclusions	17
17.3 Return of Confidential Information	17
17.4 Survival of obligations	18
18. GOVERNING LAW AND JURISDICTION	18
18.1 Governing Law	18
18.2 Submission to Jurisdiction	18
19. SIGNATURE	18
20. FINAL DISPOSITIONS	18
21. LANGUAGE	18

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 KHQR** : means any KHQR Transaction other than those described in clause 6.2 as being unacceptable.
- Attended Transaction** : means a KHQR Transaction conducted by a KHQR User in person at a place where the Merchant carries on business.
- 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.
- KHQR** : refers to a real time electronic payment system which its function can be found.
- Bakong Rule and Procedure** : aim to mitigate risks in the Bakong system; to ensure sustainability, safety and stability of payment system; and to protect the customers' interest. 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.
- Transaction KHQR** : means any sales transaction between the Merchant and a KHQR User in relation to the supply of goods and/or services to the KHQR User using a bank account.
- 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.
- 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 Sales Receipt** : is the receipt issued by the printer when a sales 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 3.1 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 KHQR Transactions entered into by the Merchant with a KHQR User using a KHQR payment along with details of related fees and charges.
- Bank** : means BRED BANK (CAMBODIA) PLC.
- 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 (b) 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 KHQR Transactions electronically.

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 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 KHQR payment system consists in the use of 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: DUTIES OF THE ACCEPTOR

3.1 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 Regulator Rules as notified to the Merchant by the Bank.
- f. The Bank offers telecommunication function to enable the Merchant to receive KHQR payment notification through the social media platform. The Merchant is responsible at its own risk in respect of using this function. The Bank shall not be liable for the social media platform's malfunction, the administration of the group notification, and the shared of inward payment information, or other related matters, if any.

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.

3.2 SPECIFIC OBLIGATIONS TO THE BANK

The Merchant must:

- a. honor KHQR supported by the Terminal or other tool's, and clearly display, 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 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 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 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. if any debit under clause 13.2 renders the Fee Account overdrawn, immediately deposit sufficient funds to place the Fee Account back in credit;
- l. where the Merchant has been supplied with a Terminal or Tool,
 - i. 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.
- m. 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 Bakong Rule and Procedure and not use any decals or promotional material in relation to those Bakong Rule and Procedure, except as authorized by the Bank;
- n. permit the Bank to inspect and examine the Merchant's books of account and records relating to any KHQR Transaction;
- o. give the Bank up to 14 days prior notice in writing before changing the name under which the Merchant's business trades;
- p. 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;
- q. only use Equipment or a Tool which display Transaction Records showing the Merchant's trading name as it exists from time to time;
- r. 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 KHQR User and the Merchant or which the latter knows or should reasonably have known to be fraudulent or not authorized by the KHQR User;
- s. not make any warranty or representation in connection with any goods or services which may bind the Bank or any Bakong Rule and Procedure;
- t. not accept a Transaction which is of a type the Bank has previously advised the Merchant not to accept;
- u. provide sufficient training to the Merchant's employees to ensure that it meets the Merchant obligations under the Merchant Documents and any Bakong Rule and Procedure;
- v. not initiate any KHQR Transactions through the Terminal or imprinter using the Merchant's KHQR account or one of its employee's 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;

- w. not initiate any 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.

3.3 OBLIGATIONS IN RESPECT OF KHQR USERS

The Merchant must:

- a. clearly disclose any fee before a KHQR Transaction is completed and do it in such a way that allows KHQR User to cancel the transaction if they choose to do so, without incurring any cost.
- b. not sell, purchase, provide or exchange any information or document or an account number relating to a KHQR User, KHQR Transaction to any person other than the Bank,

3.4 OTHER OBLIGATIONS

In addition to the Merchant's other obligations under the Merchant Documents and any regulator rules:

- a. The Acceptor must:
 - i. not submit fraudulent KHQR transaction to the Bank;
 - ii. only lodge Merchant Summary Slips that have the merchant's details imprinted on them using an imprinter approved by the Bank;
 - iii. not swipe or insert card data through Terminal or device which is not authorized by the Bank;
 - iv. be subjected to all laws or legal action if the Merchant commits money laundering;

4. ARTICLE 4: 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.
- 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 dispute the amount of the sales transaction, the Bank's crediting of the Settlement Account has the effect of extinguishing the payer's debt to the Merchant and any obligation the Bank may have to the Merchant;

5. ARTICLE 5: 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.

6. ARTICLE 6: 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).
- Hand over to the payer the copy of the receipt from Terminal machine marked customer copy.

6.1 INVALID TRANSACTIONS

KHQR Transaction is invalid if it is a KHQR Transaction in which you do not comply with the requirements set out in the Merchant Documents or any Bakong Rule and Procedure. Without limiting this clause 6.1, a KHQR Transaction is invalid if:

- it is illegal;
- the Bank has told the Merchant not to accept;
- the KHQR Transaction is not authorized by the KHQR User;
- the particulars on the copy of the Transaction Record given to the KHQR User are not identical with the particulars on any other copy of the Transaction Record,
- the Merchant Services were terminated before the date of the KHQR Transaction;
- a Sales Voucher for Attended Transactions does not show any of the following:
 - imprint of the Merchant's details as most recently notified by the Merchant to the Bank;
 - transaction date;
 - sale amount;
 - purchase details;
- the Transaction Record is incomplete or illegible;

6.2 UNACCEPTABLE TRANSACTIONS

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

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

6.3 DISPUTE

- The Merchant agrees to comply with the Regulator Rules regarding the dispute of KHQR Transactions as notified to the Merchant by the Bank.
- The Bank will debit the Merchant's account once it receives a dispute from the Bakong and the Merchant will be liable for the dispute if it is found having a mistake or non-compliance with Bakong rules or the issuer has proper proof to win the case.
- The Merchant shall deposit the Dispute amount to be debited into the merchant's account if it is insufficient fund. In the event that the Merchant has sufficient fund, the Bank has fully right to debit (force debit) the amount from the Merchant's account. In case these requirements are not met, the Bank reserves the right to take legal action as deemed necessary.

7. ARTICLE 7: RELATED OPERATING TERMS

7.1 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. ARTICLE 8: 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, 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 change of the allowed limit prior to requiring authorization,
 - 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.

- 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.

9. ARTICLE 9: 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:
 - Account data compromise.
 - Violation of standards.
 - Merchant collusion.
 - Illegal transaction.
 - Identify thief.
 - Laundering.
 - Fraud conviction.
 - Bankruptcy/liquidation/insolvency.
 - Any event occurs or circumstance which in the opinion of the Bank.
- The Merchant Terms & Conditions may be terminated:
 - 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.
 - 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.
 - 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:
 - The Merchant's account shall be closed within thirty (30) calendar days

- 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 dispute Transactions and the Bank's right to recover accrued fees, charges and costs.
- 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.
- 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 from its premises.

10. ARTICLE 10: 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:
 - excessive use of lost, stolen, fraud or counterfeit,
 - unauthorized use of Terminal or equipment,
 - major malfunction risk of the electronic payment system,
 - 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 from its premises.
- In the event of any fraudulent behavior on the part of the Merchant responsible, the Merchant may be struck off immediately or the suspension turned into striking off.

11. ARTICLE 11: 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.

12. ARTICLE 12 CONDITIONS RELATING TO THE USE OF TERMINAL

12.1 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.

12.2 OWNERSHIP OF TERMINALS

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

12.3 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 used and to the ancillary equipment which may be under its care.

12.4 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.

12.5 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.

12.6 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.

12.7 BREAKDOWN, MALFUNCTION

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.

13. ARTICLE 13: FEE AND SETTLEMENT ACCOUNT

13.1 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.

13.2 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 Transactions due to errors or commissions;
- d. any Dispute of a 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. any other amounts the Merchant owes the Bank under the Merchant Documents.

13.3 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.

13.4 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 dispute

13.5 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 dispute, or if there is any doubt about the validity or acceptability 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.

14. ARTICLE 14: 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 Transaction is a Valid and an Acceptable; and
- the details on the Transaction Record are correct.

15. ARTICLE 15: 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 Payer, where the dispute arises in respect of a Transaction or any incidental or ancillary matter; or
- any claim of whatsoever nature by any person which results from unauthorized access to 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.

16. ARTICLE 16: 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.

17. ARTICLE 17: CONFIDENTIALITY

17.1 GENERAL OBLIGATION OF CONFIDENCE

You:

- a. must keep any Confidential Information confidential; and
- b. may use the Confidential Information but only in relation to the purposes contemplated by these terms and conditions; and
- c. 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
- d. 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
- e. 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
- f. 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
- g. must comply with any of the Bank's reasonable directions in relation to the Confidential Information.

17.2 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.

17.3 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.



**The smarter
way to bank.**