

Cardmember Agreement

Terms & Conditions

These terms and conditions comprise the agreement between the Bank and the Cardmember in connection with the Cardmember's CUBC Visa Debit Smart Card. Once the Cardmember use or keep the Card, the Cardmember will be agreeing to be bound by these Terms & Conditions and they will govern the Cardmember use of the card.

- Definitions
- In these Terms and Conditions, the following words/expressions shall have the meanings as respectively set out below unless the context requires otherwise:
 - "Account" means the Card held or to be with the Bank in the name of the Cardmember (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardmember as appropriate.
 - "Account Currency" means the currency in which the Account is denominated.
 - "Agreement" means this agreement as may be varied from time to time.
 - "Application" means the Bank's prescribed application form for a Card to be issued upon these Terms and Conditions.
 - "ATM" means an automated teller machine which accepts the debit whether belonging to the Bank or to VISA Global ATM network or PLUS ATM network.
 - "ATM Transaction" means a transaction effected by the use of the Card on the ATM in accordance with Clause 7.
 - "Bank" means CUBC and whichever of CUBC that holds the Account.
 - "Card" means a CUBC Visa Debit Smart Card, including any renewal or replacement Card, issued by the Bank pursuant to this Agreement.
 - "Cardmember" means the Principal Cardholder and the Supplementary Cardholder; to whom the Card(s) is/are issued by the Bank mandated in respect thereof.
 - "Card Limit" means the lower of the Debt Limit or the amount in the Account available for the Cardmember's use.
 - "Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, telephone or orders or reservations (as may be determined and communicated by the Bank), regardless of whether a sales draft or other voucher or form is signed by the Cardmember and whether authorization has been sought from or given by the Bank and whether with or without the Cardmember's knowledge or authority.
 - "Daily Limit" means the maximum permissible limit prescribed by the Bank in respect of the Total Transactions effected in a day.
 - "Debit Limit" means the Daily Limit, the POS Monthly Limit and any other maximum permissible limits prescribed by the Bank in connection with the use of the Card, and whether with reference to time periods, types of transaction, types of accounts or with reference to any other factors that the Bank may deem fit or a combination of one or more of the aforesaid factors.
 - "Participant" means a person being party to an agreement with the Bank in respect of the participation of the Privilege Scheme.
 - "Participation Outlet" means a person engaged in the marketing, supply, sale and/or provision of any goods and/or services of the Participant.
 - "PIN" means the personal identification number issued to the Cardmember from time to time for use with the Card.
 - "POS Monthly Limit" means the maximum permissible limit prescribed by the Bank for the use of the Card as a debit card at merchants' points of sale (POS) terminals in calendar month.
 - "Principal Card" means as debit card issued to a principal cardholder.
 - "Principal Cardholder" means a person to whom a debit card issued by the Bank and upon whose application for supplementary card(s) issued by the Bank to supplementary cardholder(s).
 - "Privilege Scheme" means a system or scheme whereby a cardholder holding a debit card, issued pursuant to which scheme, may enjoy such rebates and discounts as may be specified by Participant.
 - "Statement" means a statement of account issued by the Bank reflecting the Total Transactions of the Cardmember's use of card.
 - "Supplementary Card" means a debit card issued to a supplementary cardholder, Supplementary Card(s) can only be issued to joint account holder(s) only.
 - "Supplementary Cardholder" means a person to whom a supplementary card is issued pursuant to the application of the principal cardholder.
 - "Total Transactions" means the sum total of the Cardmember's Card Transaction and ATA Card Transaction. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card in accordance with Clause 7 shall be deemed to be a Card Transaction.
 - "Total Amount on Hold" means the sum total of the amount in the Account put on hold by the Bank as a result of any Card Transaction, in accordance with Clause 5.1.
 - "Transaction Code" means the abbreviation of the nature of the transaction appearing on the bank Statement or Passbook. A list of the transaction code and their meaning are as below.

| Abbreviation | Meaning | Abbreviation | Meaning |
|--------------|----------------------|--------------|---|
| AWL | Withdrawal | AREV | Withdrawal Reversal (ATM) |
| POS | Point of Sale | PREV | Point of Sale Reversal |
| CAF | Cash Advance Fee | CaFR | Cash Advance Fee Reversal |
| BIF | Balance Inquiry Fee | ANF | Card Annual Fee |
| CRF | Card Replacement Fee | SIB | Service Charge for Insufficient Balance |

- In these terms and Conditions references to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.
- Card Facilities
- The Cardmember may use the Card to pay for goods or services at retailers or suppliers worldwide who accept the Card by signing a sales voucher, by signing a mail order purchase form showing the number printed on the Card or by placing an order by telephone or over the Internet and quoting the number printed on the Card, and the Bank will debit to the Account the amount of any such Transaction authorized in such way.
- The Cardmember may use the Card in conjunction with the PIN to withdraw money from ATM belonging to the Bank which accepts the Card when they are operating. The amount of money so withdrawn will be debited to the Account.
- The Cardmember may use the Card at any bank or ATM (other than CUBC or ATM belonging to CUBC) which accepts the Card to withdraw money. The amount plus a service fee imposed by VISA will be debited to the Account.

- The Cardmember shall not use any of the Total Amount on Hold, notwithstanding and other Terms and Conditions governing the Account.
- The Bank will provide a Statement ("Note: this clause is applicable only for Cardmember who opted for Statement and not for those who opted for Passbook. Please refer to clause 11.3 for more details) to the Cardmember on a monthly or periodic basis but the Bank reserves the right not to provide any Statement for any period during which the Account is inactive. For the avoidance of doubt, it is hereby agreed that the Statement shall be evidence of the state of account between the Cardmember and that Bank and the Terms and Conditions for the operation of the Account shall apply in respect thereof (including but not limited to the terms governing the Cardmember's duty to verify the Statement or Passbook and the conclusive evidence clause (if any)).
- The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.

- The Card
- The Card remains the property of the Bank at all times. The Bank or any authorized officer or employee of the Bank, may retain the Card, require the Cardmember to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardmember as a result thereof.
- The Cardmember must collect the Card Personally from the Bank upon the issuance of the Card.
- The Cardmember must sign the Card immediately upon receiving the Card.
- By signing on or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of the Agreement.
- The Card will not become valid or operational until the Cardmember acknowledges receipt of the Card by contacting the Bank by telephone on the number provided. The Card is only valid for The period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardmember that it be returned to the Bank. When the period of validity of a Card expires it must be destroyed by cutting in half through the magnetic strip.
- The Cardmember must take all reasonable precautions to prevent unauthorized use of the Card, including, not allowing anyone else to use the Card and telephoning the Bank, in accordance with Clause 3.5, to acknowledge receipt of the Card as soon as possible.
- If the Card is lost or stolen, the Cardmember or any other person acting on behalf of the Cardmember shall immediately notify the Bank and/or Visa Global Customer Assistance Service by telephoning the number(s) from time to time notified to the Cardmember and the Cardmember must, in addition, immediately notify relevant law enforcement agencies (e.g. police). The Cardmember must confirm the loss of the Card by notice in writing to the Bank within seven days of having notified the Bank by telephone.
- The Cardmember must co-operate with any officers or employees of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank may disclose information about the Cardmember and the Account if the Bank thinks it will help avoid or recover any loss to the Cardmember or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card.
- If the Card is found after the Bank has been given notice of its loss or theft the Cardmember must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.
- The Bank is entitled to charge and debit to the Account an annual fee for the issued and renewal of the Card.
- The Cardmember shall, under no circumstances and whether with or without the Cardmember's knowledge, use the Card to effect any Card Transaction which would contravene the laws of any jurisdiction.

- The Card Limit
- The Bank may set a Card Limit with respect to the use of the Card and may vary the Card Limit without notice.
- Notwithstanding any Card Limit that may be prescribed, the Bank may in its absolute discretion approve any proposed Card Transaction and/or ATM Card Transaction and allow the Card Limit to be exceeded, even in the absence of any request from the Cardmember, provided always that the Cardmember must forthwith pay such amount in excess of the Card Limit.
- Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember shall pay on demand such amount overdrawn with interests, as may be prescribed by the Bank from time to time in its absolute discretion, on the same amount overdrawn.
- In calculating whether the Card Limit has been exceeded, the Bank may take into account the amount of any Card Transaction and/or ATM Card Transaction not yet debited to the Account and of any authorization given by the Bank to a third party in respect of a prospective Card Transaction and/or ATM Card Transaction.
- The Cardmember must not use the Card such that the Cardmember exceeds any limits imposed on the Card by the Bank from time to time.
- Hold on Account
- The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If a merchant or establishment requests for an authorization of a Card Transaction, the Bank may place a hold on the Account for the amount of the Card Transaction. If the amount of the Card Transaction is posted to the Account before the hold expires, the balance available to the Cardmember in the Account is reduced by the amount of the Card Transaction. The Cardmember may not stop payment on a Card Transaction. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than US Dollar, it shall not be deemed that the Bank has converted that Card Transaction amount into US Dollar on the day that the amount was placed on hold, it being hereby expressly agreed that the Bank shall be at liberty to convert such amount to US Dollar at such time and at such rate of exchange as Visa may determine in accordance with its usual practice.
- The Bank shall have absolute discretion to place such amounts as are referred to in Clause 5.1 on hold for such periods as it deems fit. Upon the expiry of such periods as it determines, the Bank shall debit such amounts on hold to the Account if the Card Transactions in connection of which the amounts were placed on hold were presented to the Bank for payment and the Bank shall credit such amounts placed on hold back to the Account if the Card Transactions in connection of which the amount were placed on hold were not presented to the Bank for payment, provided always that the Bank shall have the discretion to continue to place such amounts on hold if it is of the opinion that such Card Transaction would be presented for payment within a reasonable time. For the avoidance of doubt, the Bank's right to debit the Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with that Card Transaction, it being hereby expressly agreed that the Bank shall be entitled to debit the Account for the full amount of the Card Transaction and if the amount of any Card Transaction is denominated in a currency other than US Dollar, the Bank shall convert the amount to US Dollar at such time plus additional Foreign Currency Conversion Fee in accordance with clause 10.11 and such rate of exchange as Visa may determine in accordance with its usual practice. It is hereby further agreed that the Bank shall have the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than US Dollar if the Bank is of the view that the amount initially held when converted into that foreign currency would not be sufficient to satisfy payment of that Card Transaction in full.

- The Cardmember shall not use any of the Total Amount on Hold, notwithstanding and other Terms and Conditions governing the Account.
- The Bank will provide a Statement ("Note: this clause is applicable only for Cardmember who opted for Statement and not for those who opted for Passbook. Please refer to clause 11.3 for more details) to the Cardmember on a monthly or periodic basis but the Bank reserves the right not to provide any Statement for any period during which the Account is inactive. For the avoidance of doubt, it is hereby agreed that the Statement shall be evidence of the state of account between the Cardmember and that Bank and the Terms and Conditions for the operation of the Account shall apply in respect thereof (including but not limited to the terms governing the Cardmember's duty to verify the Statement or Passbook and the conclusive evidence clause (if any)).
- The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.
- Bank's Discretion
- The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction notwithstanding that the Card Limit would not be exceeded, if the amount of such Card Transaction was debited thereto.
- The Bank is entitled, in its absolute discretion without prior notice and without giving any reason, to:
 - suspend the Cardmember's right to use the Card entirely or in respect of specific facilities; and/or
 - refuse to re-issue, renew or replace the Card, without , in any case, affecting the obligations of the Cardmember under this Agreement which continue in force and there will be no refund of any fees or other fees paid if the right to use the Card is so suspend by the Bank or if the Card is not so renewed or replaced.
- Without prejudice to other provisions of this Agreement, the Bank reserves the right, at any time, in its absolute discretion and without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or this Agreement.

- The Card PIN
- The Bank will issue a PIN to the Cardmember in which it must be picked up at the Bank. Once the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorized use, including destroying the PIN mailer issued Cardholder must take all reasonable precautions to avoid unauthorized use, including destroying the PIN mailer issued by the Bank promptly after receipt.
- The Cardmember must never disclose the PIN to someone else, never to write the PIN on the Card or any other item normally kept with the Card, never to write the PIN in a way that can be understood by someone else.
- The Cardmember must notify the Bank as soon as possible if someone else knows or is suspected of knowing the PIN.
- The Cardmember is liable for all transaction effected by the use of the PIN at an ATM or effect a Card Transaction whether with or without the Card member's knowledge or authority.

- Liability for Unauthorized Transactions
- The Cardmember is liable for all Card Transactions including those made from the unauthorized use of the Card.
- If the PIN is held with the Card and subsequently lost or stolen, the cardholder will be liable for all PIN related transactions. If the Cardmember discloses the PIN then the Cardmember will be liable for all subsequent PIN related transactions.
- The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such Term and Conditions as the Bank may deem fit and the Bank reserves the right to charge a handling fee.
- Joint Account & Supplementary Card
- Where the Account is in joint names, the Bank may issue the Card to anyone who can operate the Account. If one of the named account holder has already been issued with a Card (Principal Card), then a supplementary card may be issued to the other named account holder and approved by the Bank as a supplementary Cardholder, in which event this Clause 9 shall apply, in addition and without prejudice to the other provisions in these Terms & Conditions.
- The Bank may hand the supplementary card to the Principal Cardholder or the Supplementary Cardholder at the Cardmember sole risk. All Communication sent or given to the Principal Cardholder or the Supplementary Cardholder is deemed to be sent or given to both. The Principal Cardholder and each Supplementary Cardholder agree to be bound by all instructions and requests made or purportedly made by any of them or any third party authorized in writing by the Principal Cardholder to operate the card account.
- The Principal Cardholder and all Supplementary Cardholders must not carry out Card Transactions such that the aggregate of the total spending exceeds the available balance in the joint account.
- All holders of the joint account, i.e. the Principal Cardholder and Supplementary Cardholder(s) are liable for the aggregate total indebtedness in respect of the Principal Cardholder's card and all supplementary cards issued on the joint account.
- All undertakings, liabilities and obligations owing to the Bank under these Terms & Conditions by the Principal Cardholder and the Supplementary Cardholder(s) will not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which the Principal Cardholder and the Supplementary Cardholder(s) may have against one another.
- The discharge or waiver of any liability of the Supplementary Cardholder for any reason will not prejudice or affect the undertakings, liabilities and obligations of the Principal Cardholder or our rights and remedies against the Principal Cardholder and vice-versa.
- The Principal Cardholder is entitled at any time to terminate the use of any supplementary card, and the supplementary cardholder may terminate the use of his/her supplementary card at any time by giving the Bank written notice of termination; and returning to the Bank the supplementary card cut in half. Unless and until the Bank receive the return of such supplementary card, the Bank will not be bound by or accede to any instruction given by the Principal Cardholder or any Supplementary Cardholder to terminate the use of such supplementary card. The respective obligations and liabilities of the Principal Cardholder and the Supplementary Cardholder(s) under these Terms & Conditions will continue notwithstanding that the use of such supplementary card is terminated.

- Charge & Fee
- Annual Fee
- A non-refundable annual fee as determined by the Bank and notified to the Cardholder from time to time; and
- Card Renewal Fee
- A handling fee for the renewal of the debit card as determined by the Bank and notified to the Cardholder from time to time; and
- Replacement Fee
- A handling fee of USD 12.00 for the replacement of the Visa Smart Debit Card; and
- Cash Advance Fee

A cash advance fee to USD5.00 will be levied for each transaction made over the counter or on an automated teller machine which accepts the Visa Smart Debit card belonging to VISA or PLUS ATM network other than belonging to the Bank.

- Balance Inquiry Fee
- An international ATM balance inquiry fee of USD1.00 will be levied for each transaction made on an automated teller machine which accepts the Visa Smart Debit card belonging to Visa or Plus ATM network other than belonging to the Bank.
- ATM Declined Fee
- A handling fee of USD0.50 will be charged when performed a declined ATM transaction for insufficient fund in the account.
- Over Limit Fee
- A handling fee of USD1.00 will be charged when the spending exceed the credit balance in the Cardholder Account at any time of the month; and
- Retrieval Fee
- If the Cardmember requires a copy of the sales or cash voucher, the Bank will need to request this via Visa. The Cardmember should allow up to 60 days for this to be received. Request for copy of the sales or cash voucher and statement of account (Subject to the availability of the documents) are subject to the following charges:

| | Sales Draft | Per Copy | Statement | Perstatement |
|---------------|-------------|----------------------|--|--|
| Copy Original | | USD20.00 USD40.00 | Current 2 to 5 months 6 to 12 months Above 12 month | USD1.00 USD5.00 USD15.00 USD25.00 |

- Service Charge/Administrative Fee
- A service charge or administrative fee for any service or facility provided by the Bank or any action taken by the Bank in carrying out any of the Cardmember instructions and/or request relating to the Cardmember card account, whether such service or action is referred to or contemplated in these Terms & Conditions or otherwise.

- Closure Fee
- Early termination of account(s) will be subjected to closure fee as stipulated in the following Table:

| Items | Descriptions | Fee |
|-------|--|----------|
| 1 | If saving account is closed within 180 days of opening | USD20.00 |
| 2 | If new saving account and card account closed within 180 days of opening | USD20.00 |
| 3 | If card account is closed within 180 days of opening but saving account remains open | USD12.00 |

- Foreign Currency Conversion Fee
- A foreign currency conversion fee of 2% on the transaction amount will be charged for every transaction denominated in a currency other than US Dollar (Cross-Currencies).

- General
- The total amount of any Transactions and the daily transaction limit carried out in any one day shall be limited to such numbers and amounts and by such other conditions as shall be determined by the Bank from time to time.
- The Bank will issue a Card only if the Cardmember has completed an application form and it has been accepted by the Bank, or if the Bank at its discretion is replacing or renewing a Card.
- During the application process, the Cardmember must indicate their preference to the bank, either to have a monthly Statement (please refer to Clause 5.4) or to have a Passbook. That means, for Cardmember who has opted for Statement, they will not be provided with a Passbook and vice versa.
- Due to the limitation of spaces that can be printed on the passbook hence all point of sale, online transactions except that it'll be represented by transaction code (e.g. "POS" which means point of sale For those who opted for Passbook and should Statement be required, the Cardmember can request the Bank to provided them with a Statement. However such request will be chargeable at a fee of USD1.00 and this fee is applicable only to the current Statement. For retrieval of older Statement(s), please refer to clause 10.1.8 for charges and fee.
- The Cardmember is not authorized to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time unless an overdraft has been previously agreed with the Bank. The Account will be charged interest by the Bank at the relevant interest rate of the Bank in respect of unauthorized overdrafts may also be charged to the Account.
- If the Bank is asked to authorize a Transaction, the Bank may take into consideration any other Transactions which have been authorized but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in Clause 11.1 and if the Bank determines that respect of such Transaction, the Bank may in its own absolute discretion refuse to authorize such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction.
- In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any interest, fees, charges or other payment due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardmember with the Bank to the Account.
- The Cardmember may use the Card to obtain the services described in these terms and conditions and such other services as the Bank may provide from time to time. All such services will be subject to these Terms and Conditions.
- The Card may not be used by any person other than the Cardmember.
- The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplies, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardmember against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.
- The Cardmember shall notify the Bank if an entry appears on the statement of the Account or Statement which is believed to be incorrect as soon as possible but in any event within seven days of the date of such statement or print Passbook.
- A Transaction cannot be cancelled by the Cardmember after it has been completed.
- Subject to Clause 11.4 hereof the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.
- Where a retailer or other person that the Cardmember have paid with his/her card gives the Cardmember a refund, the Cardmember Account will be re-credited when the Bank receive their proper instructions and the funds in respect of such

refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds. After which, the Cardmember will then be able to draw against this refund amount. However, this refund does not form part of the interest bearing balance of the Cardmember Account until the next statement date.

- When the Card is used to effect a Transaction through Visa (whether with a retailer or supplier, a bank or from ATM) in a currency other than the Account Currency, Visa will convert the amount of the Transaction into the Account currency at the applicable exchange rate on the day upon which it receives notification of the Transaction.
- Other transactions using the Card will be shown on the Cardmember's passbook or statement as occurring the Cardmember statement date. The description of each Transaction on the Cardmember statement will show the actual date it occurred (For Passbook, description of transaction will be replaced with transaction Code). The available balance on the Cardmember Account will be blocked by the amount of each Transaction once the Transaction is authorized. The actual deduction from the Cardmember Account by the amount of each Transaction will be debited on the date the Bank receive notice of the Transaction from Visa.
- The card may not be used as payment for an illegal purchase.
- Regular Payments can be arranged using the Card by agreement with the merchant. If the Cardmember wishes to amend or cancel these payments, the Cardmember must contact and arrange this with the relevant Merchant direct, and retain written confirmation of such amendment/cancellation. The Bank is not liable should Transaction continue to be received following any amendment or cancellation.

- Termination
- The Bank may terminate the agreement comprised in these terms and conditions by notify the Cardmember in writing to that effect at any time. The Cardmember may terminate the agreement comprise in these Terms and Conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this Clause, upon receipt by the other party of such notice.
- The agreement comprised in these Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.
- Termination of the agreement comprised in these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

- Privilege Scheme
- Where a Visa Debit Smart Card is issued to the Cardmember pursuant to the privilege scheme, this Clause 13, in addition and without prejudice to the other Terms & Conditions, applies.
- Subject to this Clause 13, the privilege scheme will be made available to the Cardmember throughout the validity of the Cardmember Visa Debit Smart Card including any renewal thereof from time to time.
- The Cardmember may utilize the card to enjoy benefits and privileges and/or for the payment of goods and/or services for the Cardmember personal consumption at any of the participating outlets upon the following conditions:
 - The Cardmember has to inform the participating outlet of his/her intention to use his/her card to enjoy the benefits and privileges 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
 - The Cardmember has to present his/her card personally to enjoy benefits and privileges and/or for the payment of such goods and/or services; and
 - The Cardmember must 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 Cardmember; and
 - The Cardmember card must be valid and bearing his/her signature; and
 - There being no mutilation, destruction, damage or reported loss or in respect of the Cardmember card; and
 - In the event of any reservation made by the Cardmember at any participating outlet, by quoting his/her card account number and his/her name at the time of making such reservation.
- The Cardmember may utilize the card to enjoy benefits and privileges and/or for the payment of goods and/or services for the Cardmember personal consumption at any of the participating outlets upon the following conditions:
 - To amend, modify, revise or vary the privileges scheme; and/or
 - To restrict or increase benefits and privileges conferred under the privilege scheme; and/or
 - To vary, amend, delete, add to substitute any of the Term & Conditions relating to the use of the Cardmember's Visa Debit Smart Card in connection with the privilege scheme; and/or
 - To suspend, cancel or with draw any and/or all benefits and privileges conferred by the use of the Cardmember's Visa debit Smart Card under the privilege scheme; and/or
 - To restrict, suspend or terminate the participation of any participating outlet under the privilege scheme.
- The Cardmember hereby acknowledge that any participating outlet may at any time and from time to time without notice restrict, exclude, modify or suspend the benefits and/or privileges accorded to the Cardmember under the privilege schema at that particular participating outlet whether in the event that the participating outlet conducts a special sale or promotion or otherwise.

- Miscellaneous
- The Bank shall not be liable to the Cardmember for any loss suffered as a result of the Banking being prevented from or delayed in providing any banking or other services to the Cardmember due to strikes, industrial action, failure of power supplies, communication lines, systems or equipment or causes beyond the Bank's control.
- These Terms and Conditions and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardmember. Any such changes will be effective from the date of the notice or such later date as may be specified therein.
- In addition to the authorization contained in Clause 3.8 hereof, the Cardmember authorizes the disclosure, in our absolute discretion, particulars of the Principal Cardholder and/or the Supplementary Cardholder, to any companies within the CUBC Bank group, from time to time any jurisdiction, such information in relation to the Cardmember, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardmember, the Card, the Account or any Transaction as may be required by law.
- If the Card is to be issued to a corporate entity the Bank reserves the right to vary and/or add to these Terms and Conditions as it may in its discretion consider appropriate.
- The Bank records (including computer and microfilm stored records) of all matters relating to the Cardmember Account and/or certificate signed by any of the Bank officer for the time being stating the total indebtedness outstanding as at any specified date is conclusive and binding upon the Cardmember for all purpose whatsoever (save for manifest error) and the Bank may in its absolute discretion, destroy any document relating to the Cardmember Account after microfilming the same.

All statements, notices, demands or other communication under these Terms & Conditions may be:

- Pick up at the Bank by the Cardmember; and/or
- Sent at the Cardmember last known address on the Bank record; and/or
- Left by facsimile transmission to the Cardmember at the Cardmember last known facsimile number on the Bank record and/or
- Sent by email to the Cardmember at the Cardmember last known email address on the Bank record; and/or
- Sent by ordinary post to the Cardmember at the Cardmember last known address on the Bank record; and/or
- Published in such manner as the Bank may select.
- All communication is deemed to have been effectively served on the Cardmember on:
 - The date the Cardmember picked up from the Bank; and
 - The date of delivery if delivered by hand; and
 - On the date of transmission if by facsimile transmission; and
 - On the date of sending if by email; and
 - On the day immediately after the date of posting if sent by post; and
 - On the date of publication if published.
- The Bank may serve any writ of summons, statement of claim or other legal process or document requiring personal service in respect of any action or proceedings under these Terms & Conditions on the Cardmember by:
 - Leaving it at the Cardmember last known address on the Bank record; and/or
 - Sending it by ordinary post to the Cardmember last known address on the Bank record. Such legal process or document is deemed to have duly served on their Cardmember on
 - The date of delivery if it is delivered by hand; or
 - On the date immediately after the date of posting if it sent by post (notwithstanding that it may be returned to the Bank undelivered).
- The Cardmember must notify the Bank in writing promptly if:
 - The Cardmember intend to reside outside Cambodia; and/or
 - There is any change or proposed change in the particulars which the Cardmember has provided to the Bank (including the Cardmember's mailing, home or office address, email address, home, mobile or office telephone and employment), and the Cardmember must immediately provide the Bank with any or other information and documents as the Bank may require from time to time in our absolute discretion.
- The Cardmember must indemnify and keep the Bank fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by the Bank, directly or indirectly, by reason of or in connection with these Term & Conditions, including without limitation on any use or misuse of the Visa Debit Smart Card; and/or breach of any provision of these Terms & Conditions on the Cardmember part; and/or the enforcement or protection of the Bank rights and remedies against the Cardmember under this Agreement.
- If any one or more of the provisions of these Terms & Conditions or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of these Terms & Conditions in such jurisdiction or the legality, validity or enforceability of these Terms & Conditions in any other jurisdiction.
- The rights and remedies under these Terms & Conditions are Cumulative and are not exclusive of any other rights or remedies whether provided by law or otherwise.
- Not forbearance or failure or delay by the Bank in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on our part; and no waiver by the Bank on any breach of these Terms & Conditions on the Cardmember part is to be considered as a waiver of any subsequent breach of the same or any other provision of these Terms & Conditions.
- These Terms & Conditions are governed by and construed in accordance with the kingdom of Cambodia law. The Cardmember hereby submit irrevocably to the non-exclusive jurisdiction of the courts of the Kingdom of Cambodia.

កិច្ចព្រមព្រៀងលើការប្រើប្រាស់ ប័ណ្ណឥណទានរបស់សាខាវិសាកម្ពុជា ធនាគារ កាថេ យ៉ូណីតេត