

**CATHAY UNITED BANK (CAMBODIA) PLC.
CREDIT CARDMEMBER AGREEMENT**



ធនាគារ កាថេ យូណៃធីត
Cathay United Bank 國泰世華銀行

CARDMEMBER AGREEMENT

TERMS & CONDITIONS

Before you use your CUBC Visa or Mastercard Credit Card, please read these thoroughly, if you keep or use the credit card, you will be agreeing to be bound by these Terms & Conditions and they will govern your use of the credit card.

1. DEFINITIONS

- 1.1 In these Terms & Conditions, the following words/expressions shall have the meanings as respectively set out below unless the context requires otherwise:

CONTACTLESS CARD

The contactless card means a CUBC credit card which support "Tap to pay" as part of Contactless Payment System.

APPLICATION

The application form for a credit card as prescribed by us, to be issued upon these Terms & Conditions.

ATM

An Automated Teller Machine or card operated machine, which accepts the credit card whether belonging to us or to the Visa or Mastercard Global ATM Network or the PLUS SYSTEM ATM Network.

CREDIT CARD

A credit card issued by us to you and any renewal or replacement thereof. If supplementary card(s) is/are issued, the expression credit card shall mean the principal card and all supplementary cards.

RETAIL PURCHASE

A purchase of any goods or services by the use of the card and may, at our reasonable discretion and with reasonable notice, include or exclude any card transaction as may be determined by us.

CASH ADVANCE/CASH WITHDRAWAL

A disbursement of cash in any currency obtained by using the credit card.

CARD/CREDIT ACCOUNT

An account opened and maintained with us in respect of the credit card. If supplementary card(s) is/are issued, the card/credit account for sums incurred in respect of the principal card and all supplementary cards shall be opened in the name of the principal cardmember.

CARD ACCOUNT STATEMENT

A statement of account issued by us in respect of your card account reflection the current balance outstanding, the minimum payment due for the specified period and such other information and/or particulars as we may include from time to time.

CREDIT LIMIT

The maximum permissible limit prescribed by us under Clause 3 of these Terms & Conditions.

CARD CHIP

Card chip content is our property, only available for purposes we authorize. Trying to access or change the chip is a criminal offence.

CARD PIN

Personal Identification Number issued by us to allow you to use the credit card at an ATM and to provide validation of your card at merchant who uses Point-of-Sale terminal with smart chip reader.

CARD TRANSACTION

A transaction affected by using the credit card, whether with or without your knowledge or authority (including a payment for goods, services and/or benefits and any cash advance).



CURRENT BALANCE

The balance (including accrued interest, fees and charges) payable to us stated in the card account statement or (where more than one current balance is stated in the card account statement) all the current balances stated therein.

EMAIL

A communication sent via electronic means or the internet.

MERCHANT

Any person or entity with whom we Visa Inc. or Mastercard Worldwide or another member of Visa Inc. or Mastercard Worldwide has a subsisting agreement relation to the use or acceptance of the credit card in payment to such person or entity whether for goods, services and/or benefits or charges incurred and/or to obtain cash advances from such person or entity.

PARTICIPANT

A person being party to an agreement with the Bank in respect of the participation of the privilege scheme.

PAYMENT DUE

The date stated in the card account statement for payment of the total indebtedness. You may select to pay less than the current balance in accordance with the provisions of Clause 6.3 herein.

PRINCIPAL CARD

A credit card issued to a principal cardmember.

PRINCIPAL CARDMEMBER

A principal to whom a credit card issued by us and upon whose application for supplementary card(s) issued by us to supplementary cardmember(s).

PRIVILEGE SCHEME

A system or scheme whereby a cardmember holding a credit card, issued pursuant to which scheme, may enjoy such rebates and discounts as may be specified by the Participant.

SUPPLEMENTARY CARDMEMBER

A person to whom a supplementary card is issued pursuant to the application of the principal cardmember.

TOTAL INDEBTEDNESS

The aggregate of all the cardmember 's liabilities (whether actual or contingent) and monies whatsoever which are due from or owing by you to us at any given time arising out of or in connection with the credit card, facilities or services available with the credit card, the card account and/or these Terms& Conditions, including all card transactions (whether or not debited to the card account yet), interest, fees and charges; irrespective of whether such liabilities and monies exceed the credit limit.

WE, OUR, US, & THE BANK

Cathay United Bank (Cambodia) Plc. also known as CUBC herein.

YOU, YOUR, & CARDMEMBER

The person to whom the credit card is issued and (where supplementary card(s) has/have been issued) includes the principal cardmember and each and every supplementary cardmember, and business cardmember and each business card user.

- 1.2 (a) Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm, company and organization.
- (b) We use headings in these Terms & Conditions for ease of reference but these Terms and Conditions are not to be interpreted by reference to the headings.



2. THE CREDIT CARD**2.1 DELIVERY OF CREDIT CARD**

When your application is approved by us, we may send you the credit card including renewal or replacement to the designated branch. At your request, you may personally collect the credit card.

2.2 UPON RECEIPT OF CREDIT CARD

When you receive the credit card, you must sign on the credit card immediately. You are deemed to have read, understood and accepted each and every of these Terms & Conditions. You and no one else, may use the credit card to effect card transactions during the validity period printed on the credit card subject to these Terms & Conditions. If you do not wish to accept these Terms & Conditions, then you must cut the credit card in half and return the pieces to us as soon as possible.

2.3 RETURN OF CREDIT CARD

The credit card remains our property at all times. At our request, which may be made at any time, you must immediately return the credit card cut in half to us.

3. CREDIT LIMIT

3.1 (a) We may set a credit limit in respect of the card account and may vary or terminate the credit limit without notice. If supplementary card(s) has/have been issued, the credit limit imposed shall be the combined limit for the aggregate total indebtedness incurred under the principal card and all supplementary cards.

(b) Notwithstanding any credit limit that may be prescribed, we may in our absolute discretion approve any proposed card transaction and allow the total indebtedness to exceed the credit limit even in the absence of any request from you, provided always that you must forthwith pay such amount in excess of the credit limit.

3.2 MUST NOT EXCEED CREDIT LIMIT

Subject to Clause 13.2, you must not use the credit card such that the total indebtedness exceeds your credit limit at any time.

3.3 CALCULATING IF CREDIT LIMIT EXCEEDED

In calculating whether the credit limit has been exceeded, we may take into account the amount of any card transaction which has been carried out but has not yet debited to your card account and of any authorization given by us to a third party in respect of a prospective card transaction.

3.4 TO PAY EXCESS IF CREDIT LIMIT EXCEEDED

If you carry out any card transaction which results in the credit limit being exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the credit limit in such manner and to such account as we may in our absolute discretion direct and we may communicate this direction to you by any means we deem fit. Your obligations herein are without prejudice to any of rights or remedies, including but not limited to our right to terminate your card account for which without notice to you.

4. USE OF THE CREDIT CARD**4.1 USE DURING VALIDITY PERIOD**

You may use the credit card to carry out card transactions until the expiry date specified on the credit card or the termination of the card account or the suspension of your right to use the credit card, whichever is earlier.

4.2 CARD TRANSACTION BY MAIL TELEPHONE / FACSIMILE / EMAIL / INTERNET

A request by mail, telephone, facsimile, email, internet or other means of communication to a merchant for the supply of goods and/or services to be charged to the card account, whether or not made or authorized by you and whether or not a sales draft, voucher or document is signed by you, is or will be deemed a valid card transaction and we will debit your card account with such card transaction.

4.3 CASH ADVANCE

You may obtain cash advances up to such limit as we may determine prescribe a separate limit in respect of which the aggregate value of cash advances must not exceed at any one time, notwithstanding and without prejudice to the credit limit prescribed to you. Each cash advance obtained is subject to the charges and fees calculated according to Clause 7.

4.4 PROHIBITED USE OF CARD

You must not use the credit card and/or otherwise operate the card account;

- (a) to pay the current balance or any part of the total indebtedness;
- (b) to fund the operations of any business in any way whatsoever (including but not limited to purchasing goods for the purpose of resale);
- (c) for any illegal purpose(s);
- (d) so as to give rise to a breach of any legislation, statute, order, bye-law or regulation for the time being in force including but not limited to foreign exchange control regulations;
- (e) if a petition for your bankruptcy has been filed and is still subsisting; or
- (f) if you do not reasonably expect to be able to discharge in full the minimum payment required under the statement of account by the payment due date.

4.5 REFUNDS AND CREDITS TO THE CARD ACCOUNT

You shall not request for or accept a cash refund in respect of any goods or services purchased with the credit card but you may obtain refunds by way of a credit to your card account from the merchant or establishment supplying the goods or services.

5. CARD ACCOUNT STATEMENT

5.1 SENDING PERIODIC STATEMENT

- (a) We will send you a card account statement on a monthly or other periodic basis as we deem fit but we reserve the right not to send you any card account statement for any period during which the card account is inactive.
- (b) If we are unable to send you a card account statement for any reason, we may select a date in each month or other period or any other date as we deem appropriate as the payment due date for the purpose of calculating interest and establishing the date when payment is due.

5.2 STATEMENT IS CONCLUSIVE AND BINDING

You must inspect and examine the card account statement and notify us in writing of any irregularity or error in the statement of account within 7 days from the date of the card account statement, failing which the card account statement shall be deemed to be conclusive evidence of your liability in respect of the amounts stated therein save and except for sums wrongly credited to your card account.

6. PAYMENT

6.1 CURRENT BALANCE DEBITED TO CARD ACCOUNT

We will debit the current balance to your card account.

6.2 LIABILITY FOR CURRENT BALANCE

Without prejudice to Clause 6.5, you must pay the current balance shown on a card account statement to be outstanding as at the date of that card account statement, you may, however subject always to payment of the interest, fees and charges mentioned in Clause 6.4, elect to pay less than the specified current balance but you must pay at least the minimum payment (calculated according to Clause 6.3), which we must receive on or before the payment due date. Any payment shall not be regarded as effected until and unless the proceeds thereof have been received by us.

6.3 MINIMUM PAYMENT

The minimum payment due to us on each card account statement on a payment date is calculated as follows:

Where the current balance	100% of current balance
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Does not exceed USD50.00	
Where the current balance exceeds USD50.00	20% of (Overdraft + Penalty + Fee + Interest) or USD50.00 which is the greater Plus 100% of (Temporary Over Limit + Overdue)

6.4 **PAY INTERNET AND CHARGES IF CURRENT BALANCE NOT PAID IN FULL**

In any event that we do not receive the payment on the current balance on or before that payment due, we will be entitled to charge and debit to you card account all interests, charges and fees calculated according to Clause 7.

6.5 **PAY TOTAL INDEBTEDNESS UPON OUR DEMAND**

Notwithstanding (and with prejudice to) the other provisions of these Terms & Conditions, you must forthwith pay the total indebtedness upon our demand, which we may make at any time in our absolute discretion.

6.6 **PAYMENT TO BE IN FULL**

You must pay us all sums due under these Terms & Conditions in full without any deduction or withholding (whether in respect of set-off, counter-claim, duties, taxes, charges or otherwise) unless such deduction or withholding is required by law. If a deduction or withholding is required by law, you must pay us immediately an additional amount such that the net amount received and retained by us equals to what we would have received and retained had no such deduction or withholding been made.

6.7 **VAT**

Without prejudice to the generality of Clause 6.6, you must pay any value added tax and/or any other taxes and levies which may be imposed by law or required to be paid in respect of any monies payable to or received or receivable or any expenses incurred by us (except to the extent prohibited by law); and we will debit the same to your card account.

6.8 **PAYMENT IN USD**

You must pay us all sums due under these Terms & Conditions in USD.

6.9 **CARD TRANSACTION DENOMINATED IN FOREIGN CURRENCY**

If a card transaction is denominated in a currency other than USD, we will convert it to USD at such time plus additional foreign currency conversion fee in accordance with Clause 7.3(j) and rate of exchange as we may in our absolute discretion adopt in accordance with our usual practice, before we debit it to your card account.

6.10 **REFUND OR CREDIT**

We will credit your card account with any refund in respect of a card transaction or any payment or other credit due to you at such time as we may determine in accordance with our usual practice after our receipt of the amount of such refund, payment or credit in Cambodia and, where necessary, conversion to USD in accordance to Clause 6.8. Any such refund, payment or credit credited to your card account shall not be remitted to you unless we otherwise determine but shall be applied towards the full or partial discharge of any existing or subsequent current balance.

7. **INTERESTS AND CHARGES**

7.1 **INTEREST ON UNPAID CURRENT BALANCES**

If we do not receive your full payment of the current balance specified in the card account statement on or before the payment due date shown on the card account statement, you must pay daily retail purchase at the rate of 18% per annum, on:

- (a) the amount of each unpaid card transaction, of part thereof, listed in the current statement of account, from the date each such card transaction was debited until the date of the current statement of account; and



- (b) the current balance specified in the card account statement less any partial payment, from the date after the date of such partial payment to the date of the next card account statement or the date when we receive full payment of the current balance, whichever is the earlier, and
- (c) the amount of each card transaction debited to the credit card account after the date of the card account statement, from the date of such card transaction was effected until the date of the next statement of account or the date when we receive full payment of the current balance, whichever is the earlier provided however, that cash advances shall be subject to the interest and fees provided in Clause 7.3(f) and (g)

7.2 INTERESTS ON OVERDUE AMOUNTS

If you fail to pay us any sum of money on the date when the same is due to be paid whether or not a demand has been made thereof, you must pay us daily interest on all such sums of money or remaining unpaid at the rate of 18% per annum from the due date up to the date on which payment is actually received by us, after as well as before judgment.

7.3 OTHER CHARGES AND FEES

The CHARGE AND FEE for any services describes in this article may be changed from time to time at the Bank's discretion. Please always refer to the latest "Fee Charges" published in Bank's official website.

(a) PIN REISSUE FEE

A handling fee will be charged whenever you request for a PIN reissue and determined in Fee Charges.

(b) LATE PAYMENT CHARGE

A late payment charge of the minimum payment outstanding as at payment due date.

(c) ANNUAL FEE

A non-refundable annual fee as determined in Fee Charges.

(d) CARD RENEWAL FEE

A handling fee for the renewal of the credit card as determined in Fee Charges.

(e) REPLACEMENT FEE

A handling fee will be charged for the replacement card.

(f) INTEREST ON CASH ADVANCE

Interest calculated from the date of the cash advance until we received full payment; as determined in Fee Charges.

(g) CASH ADVANCE FEE

A cash advance fee will be levied in respect of each cash advance obtained; as determined in Fee Charges.

(h) RETRIEVAL FEE

Request for copies of sales draft and statement of account (subject always to the availability of the document) are subject to the Fee Charges.

(i) SERVICE CHARGE/ADMINISTRATIVE FEE

A service charge or administrative fee for any service or facility provide by us or any action taken by us in carrying out any of your instructions and /or request relating to your card account, whether such service or action is referred to or contemplated in these Terms & Conditions or otherwise.

(j) FOREIGN CURRENCY CONVERSION FEE

A foreign currency conversion fee will be charged for every transaction denominated in a currency other than USD (Cross-currencies).



(k) OWN FUND TRANSFER FEE

A handling fee for manual operations, charged from customer who request transferring their own fund or exceed payment amount from Card Account to their CUBC Saving/Current Account or other bank deposit accounts.

7.4 VARIATION OF INTEREST AND CHARGES

We, may, from time to time, vary or determine the fees, interest rates, and charges payable by you under these Terms and Conditions. We will provide you with at least two weeks' prior notice of any increase in fees or interest rates, or the introduction of significant new changes. This notice will be communicated to you via official CUBC website. However, changes deemed necessary by the Bank to immediately restore or maintain the security of its systems or services, particularly those related to your Card, may be implemented without prior notice.

We also reserve the right to levy reasonable fees or charges for specific services you request or for actions we are required to take due to your conduct related to your Card Account and/or these Terms and Conditions, provided these fees are clearly disclosed in our fee schedule, which is available on our official CUBC website and will be provided to you upon request. You have the right to terminate this Agreement upon receiving notice of an increase in fees or interest rates or the introduction of significant new charges

7.5 PAYMENT OF INTEREST

All interests and charges provided by these Terms & Conditions to be payable by you are calculated on a 360-days method, and payable by you after as well as before judgment.

8. CARD PIN AND USAGE AT ATM, MERCHANT, ETC.**8.1 CARD PIN AND USAGE AT ATM, CONTACTLESS, MERCHANT, ETC.**

We may in our absolute discretion issue a Card PIN to you and/or permit you to select or change the Card PIN. We may send you the Card PIN by post at your sole risk.

8.2 NOT TO DISCLOSE CARD PIN

You must not disclose the Card PIN and must keep it separate from the credit card. You must further take all card to prevent the card PIN from being disclosed to or discovered by any other person.

8.3 LIABILITY FOR ALL CARD TRANSACTIONS

You are liable for all card transactions effected by the use of the credit card and/or the card PIN at an ATM, Point of Sale. Terminal or any other card-operated machine or device or at any of our bank branches, or website whether with or without your knowledge or authority.

8.4 CHANGE / TERMINATION USE OF CARD PIN

We are entitled at our absolute discretion to change, de-activate, revoke or terminate your use of the card PIN at any time without giving any reason whatsoever and without prior notice to you.

9. LOST / THEFT / DISCLOSURE

If your credit card is lost or stolen or used by any other person or your card PIN is disclosed to or discovered by any other person, you must:

- (a) immediately notify us via telephone, fax or email and provide us with written confirmation within 3 days of such loss, theft or discovery; and
- (b) assist us in the recovery thereof; and
- (c) at our request, make a police report and furnish to us a statutory declaration in such form as we may require, and such other confirmation in respect of such loss, theft or discovery as we or the police may require.

9.1 DUTY TO PREVENT LOSS, THEFT, AND FRAUD

You must safeguard the credit card and ensure that the card PIN is not disclosed to or discovered by any other persons and you must take all steps and precautions to prevent any forgery, fraud, loss or theft in respect of or in relation to the credit card and/or the card PIN.



9.2 LIABILITY FOR ALL CARD TRANSACTIONS

You are liable for all card transactions whether effected as a result of the unauthorized use of the card or otherwise until we receive your written confirmation of such loss, theft or discovery. If we are satisfied type such loss, theft and discovery is not due to your negligence or default and that you have fully complied with Clauses 8.2, 9.1 and 9.2, we may agree at our absolute discretion to waive entirely or limit to such amount as determined by us from time to time, your liability for all unauthorized card transactions make after our receipt of your notification to us under Clause 9.2

9.3 RECOVERY OF LOST / STOLEN CARD

If the lost or stolen credit card is recovered, you must immediately return the credit card cut in half to us without using it. You must not use the Card PIN after reporting to us that the card PIN has been disclosed or discovered by a third party.

9.4 ISSUE OF REPLACEMENT CARD / CARD PIN

We may, in our absolute discretion, issue a replacement card or a new card PIN upon Terms & Conditions as we may deem fit and we reserve the right to charge a handling fee or administrative fee in respect thereof. We may send you the card PIN by ordinary post at your sole risk.

10. TERMINATION**10.1 YOUR OPTION TO TERMINATE**

You may terminate your card account by:

- (a) giving us written notice of termination; and
- (b) returning us the credit card cut in half; and
- (c) paying us the total indebtedness in full including the amount of all card transactions which have been carried out but have not been debited to your card account before we receive your credit card and to pay us all the interest fees and charges which we are entitled under these Terms & Conditions.

10.2 OUR RIGHT OF TERMINATION

We may, at any time in our absolute discretion without giving you notice or any reason to terminate your card account. Without prejudice to the generality of the foregoing, we may terminate your card account, upon the occurrence of any one or more of the following events:

- (a) the bankruptcy, Insolvency, death or incapacity of you; and/or
- (b) any breach of these Terms & Conditions by you; and/or
- (c) any change in your financial condition.

If we terminate your card account for any reason, the total indebtedness on your card account will become immediately due and payable by you to us and you must forthwith return the credit card to us and pay the total indebtedness in full, including the amount of all card transactions which have been carried out but have not been debited to your card account before we receive your credit card and to pay us all the interest fees and charges which we are entitled to under these Terms & Conditions.

10.3 OBLIGATIONS CONTINUE

There will be no refund of any annual or other fees payable upon the termination of your card account for any reason and your obligations under these Terms & Conditions will continue notwithstanding the termination of your card account by either party for any reason whatsoever.

11. EXCLUSION OF LIABILITY**11.1 QUALITY OF GOODS & SERVICES**

- (a) We shall not be responsible for goods & services supplied by any merchant, establishment, the Participant or participating outlet or the quality or performance of any goods & services pursuant to or in relation to any of your card transaction.
- (b) Your liability to us shall not be affected by any dispute or counterclaim or right of set-off which you may have against such merchant, establishment, the Participant or participating outlet.



11.2 CARD NOT ACCEPTED

We shall not be liable in any way if any merchant, establishment, the Participant or participating outlet refuses to accept or honor your credit card for any reason.

11.3 INABILITY TO PERFORM OUR OBLIGATIONS

- (a) We shall not be liable if we are unable to perform our obligations under these Terms & Conditions, directly or indirectly, due to the failure of any machine, system of authorization, data processing or communication system or transmission link or any industrial dispute, war, act of God, anything outside our control or the control of our servants or agents.
- (b) If we are unable to produce or send you the statement of account for any reason, your liability for interest will continue and for the purpose of calculating interest and establishing the date of which payment is due, we may select a date each month as the statement date.

11.4 REPOSSESSION/ RETURN OF CREDIT CARD

We shall not be liable in any way for any injury to your credit, character and reputation in and about any repossession of your credit card or any request for its return.

11.5 LOSS/ DEMANGE IN CONNECTION WITH YOUR CARD ACCOUNT, ETC.

Without prejudice to the other provisions of these Terms & conditions, we shall not be liable in any way to you for any other loss, damage, cost or expense of any nature arising out of or in connection with your card account and/or these Terms & Conditions, including any inability to retrieve any data or information relating to your credit card howsoever caused.

11.6 ACT OR DEFAULT OF AGENTS/ CONTRACTORS

You agree that we have the absolute discretion to use such agents, contractors or correspondents as we may deem fit to carry out or procure any of the matters or transactions governed by or contemplated in these Terms & Conditions, and/that we are not liable to you for any act, omission, neglect or willful default on the part of such agents, contractors and/or Correspondents.

12. VARIATION OF THESE TERMS & CONDITIONS**12.1 VARIATION**

We may vary these Terms & Conditions at any time in such manner as we may select and such changes may be notified to you by us either in writing or by publication thereof or by other mean or manner as we may select and such changes so notified will be binding on you, effective from the date specified by us.

12.2 REFUSAL OF ACCEPTANCE OF CHANGES

If you do not accept any such changes, you may, within 7 days after we have given such notice, terminate these Terms & Conditions in accordance with Clause 10.

12.3 RETAINING AND USAGE OF CREDIT CARD

If you retain or use the credit card after we have given you notice of any changes in these Terms & Conditions, then you are deemed to have accepted and agreed to such changes without reservation.

13. DISCRETION**13.1 NOT TO ALLOWED CARD TRANSACTIONS**

Without prejudice to any of our rights and remedies, we are entitled, at any time in our absolute discretion and without giving any reason or notice, to refuse to approve any proposed card transaction notwithstanding that the total indebtedness would not have exceeded the credit limit even if the amount of the proposed card transaction was debited to the card account.

13.2 DISCRETION IN RELATION TO CREDIT CARD/ FACILITIES

We are entitled in our absolute discretion without giving notice or any reason to:

- (a) suspend your right to use the credit card entirely or in respect of specified facilities; and/or
- (b) increase or decrease your credit limit; and/or
- (c) refuse to re-issue, renew or replace your credit card; and/or



- (d) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with your card account, whether specifically relating to you or generally to all or specified cardmembers

Without, in any case, affecting your obligations under these Terms & Conditions, which said obligations will continue in full force and effect and there will not be any refund of annual fees or other fees paid if your right to use the credit card is suspended or if the credit card is not re-issued, renewed or replaced.

13.3 CHANGE OF CARD ACCOUNT NUMBER

- (a) We may at your request or our absolute discretion without incurring any liability or giving any reason, and upon giving you notice, change your card account number; and issue a replacement card; and transfer the total indebtedness and all credits (if any) from your original card account to the new card account. After we have given you such notice, you must immediately return to us the credit card cut in half.
- (b) Your obligations and liabilities under these Terms & Conditions will not be affected or prejudiced by such change of your card account and these Terms & Conditions will continue to be binding on you and will apply to the new card account. All previous direct debit authorization given to us in respect of your former card account will apply to the new card account and we will continue to make such debits unless you otherwise notify us in writing.

14. RIGHT OF SET-OFF/ COMBINATION

14.1 RIGHT OF SET-OFF

We are entitled in our absolute discretion, at any time and without notice or liability, to combine or consolidate your card account with any other accounts maintained by you with us (wherever situated and whether such other accounts are held by you alone or jointly with others and whether or not such account is current, savings, term deposit (whether or not the deposit has matured or otherwise) and set-off or transfer any monies standing to the credit of such account in or towards the full or partial discharge of any sum due from or owed by you to us.

14.2 CONVERSION OF CURRENCY FOR SET-OFF

Where such combination, consolidation and/or set-off requires the conversion of one currency in another, we are entitled to effect such conversion at such time and rate of exchange as we may determine in our absolute discretion and you must bear all exchange risks, losses, commission and other bank charges which may thereby be incurred.

15. CONSENT TO DISCLOSURE OF INFORMATION

15.1 DISCLOSING INFORMATION RELATION TO YOU

You agree that we are entitled, in our absolute discretion, at any time and without notice or liability, to disclose to;

- (a) any Participant or merchant or establishment which accepts the credit card; and
- (b) any member of VISA/Mastercard International Service Association; and
- (c) any of our branches (wherever situated), our agents, servants, correspondents, independent contractors and/or associated; and
- (d) any bank or financial institutions; and
- (e) any party involved in facilitating, effecting or processing the card transactions.

15.2 WRITTEN PERMISSION FOR DISCLOSURE

You agree that where your written permission is required by law for any such disclosure by us, your signing of the credit card application form shall constitute and be deemed to be sufficient written permission for such disclosure.

16. SUPPLEMENTARY CARD

16.1 ISSUE OF SUPPLEMENTARY CARD



We may issue a supplementary card(s) to a person(s) nominated by the principal cardmember and approved by us as a supplementary cardmember(s). In which event this Clause 16 shall apply, in addition and without prejudice to the other provisions in these Terms & Conditions. We may send you the supplementary card(s) and the Card PIN(s) to the principal cardmember or the supplementary cardmember(s) by post at your sole risk. All communication sent or given to the principal cardmember or the supplementary cardmember(s) is deemed to be sent or given to both. The principal cardmember and each supplementary cardmember 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 cardmember to operate the card account.

16.2 APPLICABLE CREDIT LIMIT

The credit limit is applicable to the principal cardmember and all supplementary cardmembers collectively; the principal cardmember and all supplementary cardmembers must not carry out card transactions such that the aggregate of the total indebtedness respectively incurred by them exceeds the credit limit.

16.3 LIABILITY FOR TOTAL INDEBTEDNESS

(a) The principal card member is liable for the aggregate total indebtedness in respect of the principal cardmember's card and all supplementary cards issued on his/her card account.

(b) Each supplementary cardmember shall be liable for that part of the total indebtedness which relates to and for arises in respect of his/her supplementary card.

16.4 SEPARATE LAIBILITY

The liability of the principal cardmember and each supplementary cardmember under these Terms & Conditions shall be separated and any invalidity, unenforceability or discharge of the liability of the principal cardmember or any supplementary cardmember shall not discharge or in any way diminish or affect the liability of any of the cardmembers.

16.5 LIABILITIES NOT AFFECTED BY COUNTERCLAIM/ SET OFF

All undertakings, liabilities and obligations owing to us under these Terms & Conditions by the principal cardmember and the supplementary cardmember(s) will not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which the principal card member and the supplementary cardmember(s) may have against one another.

16.6 DISCHARGE/ WAIVER OF LAIBILITES

The discharge or waiver of any liability of the supplementary cardmember for any reason will not prejudice or affect the undertakings, liabilities and obligations of the principal cardmember or our rights and remedies against the principal cardmember and vice-versa.

16.7 APPROPRIATION OF PAYMENT BY PRINCIPAL

(a) Without prejudice to the other Terms & Conditions contained herein. the principal cardmember hereby agrees and undertakes to procure that all payments made pursuant to these Terms & Conditions from any source will be made without any instruction to us as to the manner in which such payments are to be appropriated.

(b) We have the right, in our sole and absolute discretion to appropriate all such payments in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment.

(c) Without prejudice to our absolute right of appropriation, we may appropriate all such payments firstly in reduction or extinction of such part of the current balance incurred by the principal cardmember and secondly in reduction of such part of the current balance incurred by the supplementary cardmember(s), such secondary appropriation to be in such order and in such manner as we deem fit in our absolute discretion.

16.8 DISCLOSURE OF INFORMATION

Without prejudice to the generality of Clause 15. we are hereby authorized by the principal card member to disclose in our absolute direction, particulars of the principal cardmember or the card



account to the supplementary cardmember and to such other persons as we deem fit to make such disclosure, in connection with exercising and/or enforcing our rights under this agreement.

16.9 TERMINATION OF USE OF SUPPLEMENTARY CARD

The principal card member 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 us written notice of termination; and returning to us the supplementary card cut in half. Unless and until we receive the return of such supplementary card, we will not be bound by or accede to any instruction given by the principal card member or any supplementary cardmember to terminate the use of such supplementary card. The respective obligations and liabilities of the principal cardmember and the supplementary cardmember(s) under these Terms & Conditions will continue notwithstanding that the use of such supplementary card is terminated.

17. PRIVILEGE SCHEME

17.1 APPLICATION OF TERMS & CONDITIONS FOR PRIVILEGE SCHEME

Where a credit card is issued to you pursuant to the privilege scheme, this Clause 17. In addition, and without prejudice to the other Terms & Conditions applies.

17.2 AVAILABILITY OF PRIVILEGE SCHEME

Subject to this Clause 17, the privilege scheme will be made available to you throughout the validity of your credit card including any renewal thereof from time to time.

17.3 UTILIZATION OF CREDIT CARD FOR PRIVILEGE BENEFITS

You may utilize your credit card to enjoy benefits and privileges and/or for the payment of goods and/or services for your personal consumption at any of the participating outlets upon the following conditions

- (a) you have to inform the participating outlet of your intention to use your credit 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 occurs first; and
- (b) you have to present your credit card personally to enjoy benefits and privileges and/or for the payment of such goods and services; and
- (c) you 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 you; and
- (d) your credit card must be valid and bearing your signature; and
- (e) there being no mutilation, destruction, damage or reported loss or theft in respect of your credit card; and
- (f) in the event of any reservation made by you at any participating outlet, by quoting your card account number and your name at the time of making such reservation.

17.4 DISCRETION IN RELATION TO PRIVILEGE SCHEME

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

- (a) to amend, modify, revise or vary the privilege scheme; and for
- (b) to restrict or increase benefits and privileges conferred under the privilege scheme: and for
- (c) to vary, amend, delete, add to or substitute any of the Terms & Conditions relating to the use of your credit card in connection with the privilege scheme; and for
- (d) to suspend, cancel or withdraw any and for all benefits and privileges conferred by the use of your credit card under the privilege scheme; and for
- (e) to restrict, suspend or terminate the participation of any participating outlet under the privilege scheme

17.5 DISCRETION OF PARTICIPATING OUTLETS



You 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 privileges accorded to you under the privilege scheme at that particular participating outlet whether in the event that the participating outlet conducts a special sale or promotion or otherwise.

18. GENERAL

18.1 RECORD IS CONCLUSIVE AND BINDING

Our records (including computer records) of all matters relating to your card account and/or you and any certificate signed by any of our officer for the time being stating the total indebtedness outstanding as at any specified date is conclusive and binding upon you for all purposes whatsoever (save for manifest error) and we may in our absolute discretion, destroy any document relating to your card account after recording it in our system.

18.2 COMMUNICATIONS AND SERVICE OF DOCUMENTS

- (a) All statements, notices, demands or other communications under these Terms & Conditions may be
 - (i) left at your last known address on our record; and/or
 - (ii) sent by facsimile transmission to you at your last known facsimile number on our record; and for
 - (iii) sent by post to you at your last known address on our record; and or
 - (iv) published in such manner as we may select
- (b) All communication is deemed to have been effectively served on you on
 - (i) the date of delivery if delivered by hand; and
 - (ii) on the date of transmission if by facsimile transmission; and
 - (iii) on the day immediately after the date of posting if sent by post; and
 - (iv) on the date of publication if published
- (c) We may serve any write 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 you by
 - (i) leaving it at your last known address on our record; and or
 - (ii) sending it by post to your last known address on our record, such legal process or document is deemed to have been duly served on you
 - (i) the date of delivery if it is delivered by hand; or
 - (ii) on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered)
- (d) You must notify us in writing promptly if
 - (i) you intend to reside outside Cambodia; and / or
 - (ii) there is any change or proposed change in the particulars which you have given us (including your mailing, home or office address, your home, mobile or office telephone and your employment), and you must immediately provide us with any or other information and documents as we may require from time to time in our absolute discretion.

18.3 INDEMNITY

You must indemnify and keep us 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 us, directly or indirectly, by reason of or in connection with these Terms & Conditions including, without limitation on any use or misuse of the credit card; and/or breach of any provision of these Terms & Conditions on your part; and for the enforcement or protection of our rights and remedies against you under this agreement.

18.4 PROVISIONS AND SEVERABLE



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.

18.5 RIGHTS ARE CUMULATIVE

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.

18.6 NO WAIVER OF OUR RIGHTS

No forbearance or failure or delay by us 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 us on any breach of these Terms & Conditions on your part is to be considered as a waiver of any subsequent breach of the same or any other provision of these Terms & Conditions

18.7 GOVERNING LAW AND JURISDICTION

These Terms & Conditions are governed by and construed in accordance with Cambodia law. You hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Cambodia.

