



Cathay United Bank (Cambodia) MasterCard and Visa Smart Credit Card Cardmember Agreement



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/Damage 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 to 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 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 (wheresoever situated and whether such other accounts is 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. 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 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 Relating 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 (wheresoever 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/or arises in respect of his/her supplementary card

16.4 Separate Liability
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 Liabilities
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 Cardmember
(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 anytime 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 19, in addition and without prejudice to the other Terms & Conditions, applies

17.2 Availability of Privilege Scheme
Subject to this Clause 19, 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 privilege and/or for the payment of goods and/or services in advance, and in any event, not later than the time of the purchase or the placing of the order for the same, whichever is the earlier; and
(b) you have to present your credit card personally to enjoy benefits and privileges and/or for the payment of such goods and/or 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/or
(b) to restrict or increase benefits and privileges conferred under the privilege scheme; and/or
(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/or
(d) to suspend, cancel or withdraw any and/or all benefits and privileges conferred by the use of your credit card under the privilege scheme; and/or
(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/or 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 putting in our computer records the same

18.2 Communications and Service of Documents
(a) All statements, notices, demands or other communication 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/or
(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 duly served on you on
(i) the date of delivery if it is delivered by hand; or
(ii) on the date immediately after the date of posting if it 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/or the enforcement or protection of our rights and remedies against you under this Agreement.

18.4 Provisions are 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