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## **CAMPU BANK VISA/MASTERCARD CREDIT CARDMEMBER AGREEMENT**

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In consideration of Cambodian Public Bank Plc (hereinafter called "the Bank") agreeing to make available to the Cardmember the facilities offered by the Campu Bank Visa/Mastercard Credit Card, the Cardmember hereby agrees to the following terms and conditions :

### **1. DEFINITION**

In this Agreement, the words and phrases referred to below are defined as follows :

- 1.1 "Card" shall mean the Campu Bank Visa/Mastercard Credit Cardmember issued by the Bank and includes a Supplementary Card;
- 1.2 "Cardmember" shall mean the "Principal Cardmember" and the "Supplementary Cardmember";
- 1.3 "Principal Cardmember" shall mean the person who has applied for the Card and whose application has been approved by the Bank and shall not include the Supplementary Cardmember;
- 1.4 "Supplementary Cardmember" shall mean the person nominated by the Principal Cardmember to be issued with the Supplementary Card;
- 1.5 "Card Account" shall mean the account of the Cardmember opened with the Bank for the purpose of this Agreement;
- 1.6 "Authorised Merchant" shall mean any retailer or other person, firm or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept the Card when properly presented;
- 1.7 "Transaction Receipts" shall mean the relevant payment slips, forms or papers supplied by the Bank to the Authorised Merchant for the purpose of recording, confirming and evidencing purchases or services incurred by the Cardmember through the use of the Card to be charged to the Card Account;
- 1.8 "Cash Advance Drafts" shall mean the relevant slips, forms or papers supplied by the Bank for the purpose of recording, confirming and evidencing a Cash Advance by the Cardmember through the use of the Card to be charged to the Card Account;
- 1.9 "ATM" shall mean the Automatic Teller Machine;
- 1.10 "Current Balance" shall mean the previous balance and total purchases of goods and/or services, Cash Advances incurred by the Cardmember for which the Bank has purchased the Transaction Receipts and Cash Advance Drafts and any fees and charges charged by the Bank less any payment made by the Cardmember and credited to the Card Account during the Billing Period;
- 1.11 "Due Date" shall mean 14 days from the Closing Date of Billing Period appearing in the monthly statement;
- 1.12 "Credit Line" shall mean the limit imposed by the Bank against the Cardmember for the use of the Card;
- 1.13 "Billing Period" shall mean the period in which all purchases of goods and/or services, Cash Advances, fees and charges incurred by the Cardmember are recorded by the Bank in the monthly statement;
- 1.14 "Business Day" shall mean any day on which the Bank is open for business;
- 1.15 "Finance Charge" means the finance charge referred to in Clause 9.2 hereof;
- 1.16 "Interest Free Period" refers to the period from the transaction's posting date to the due date, of at least 14 days after Statement Date, immediately following the Statement Date in which the transaction was posted;
- 1.17 "PIN" shall mean the Personal Identification Number given to the Cardmember to enable access to Card transactions through an ATM or Electronic Funds Transfer at Point of Sales Transactions facility;
- 1.18 Words importing the singular number include the plural number and vice versa; and
- 1.19 Words importing the masculine gender include feminine.

### **2. ACCEPTANCE OF CARD**

- 2.1 The use of the Card is restricted to the Cardmember to whom the Card is issued and who shall sign the Card immediately upon receipt and return the acknowledgment of receipt of the Card to the Bank. Such signature and/or use of the Card shall constitute binding and conclusive evidence that the Cardmember agrees and shall be bound by this Agreement.

- 2.2 This Agreement shall be deemed to be a contract made under the laws of Cambodia and shall for all purposes be governed by and construed in accordance with the laws of Cambodia. The Cardmember hereby agrees to submit to the non-exclusive jurisdiction of the courts of Cambodia or the courts of such other competent jurisdiction as the Bank may in its sole discretion elect.
- 2.3 The Bank shall issue a PIN for the Card to the Cardmember for the purpose of effecting ATM transactions. The Cardmember undertakes not to disclose the PIN to any other person and shall be liable to the Bank for any debit entry in his Card Account with the Bank arising from any unauthorised transactions.
- 2.4 The Principal Cardmember accepts responsibility for credit extended either to him or to the Supplementary Cardmember as the person authorised by him to use the Supplementary Card issued at his request, whether such credit is in the form of cash advanced and/or for the purchase of goods and/or services.
- 2.5 In the event that the Cardmember does not wish to be bound by these terms and conditions, the Cardmember shall immediately return the Card to the Bank cut in halves.

### **3. CARD FACILITY**

- 3.1 During its validity and subject to the terms and conditions of use herein set out as modified and stipulated by the Bank from time to time, the Card entitles the Cardmember to Platinum Card facilities with the Bank within the Credit Line imposed by the Bank and subject to the expressed approval of the Bank.
- 3.2 The Card facilities for the Cardmember made available by the Bank from time to time at its absolute discretion include but is not limited to the following:
  1. The purchase of goods and/or services on credit from any Authorised Merchant;
  2. Cash Advance as set out under Clause 3.3 hereof;
- 3.3 The Cardmember shall obtain Cash Advance in such amount as may be acceptable to the Bank from time to time at its absolute discretion, by the following means:
  1. Presenting the Card at any branch of the Bank or of any member institution of Visa/Mastercard International together with evidence of his identity and signing the necessary transaction record; or
  2. Use the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement for the use of the ATM of the said bank or institution. In which case, the amount of such advances shall be subject to the applicable daily withdrawal limit of the ATM and shall be subject to verification by the Bank or any other bank or institution mentioned above. The amount so verified by the Bank or any other bank or financial institution shall be deemed to be the correct amount of the withdrawal so effected. The amount of each advance shall be limited to the Available Card Account Balance.

### **4. USE OF CARD**

- 4.1
  1. To effect a credit purchase using the Card from any Authorised Merchant, the Cardmember shall sign on a Transaction Receipt prepared by the Authorised Merchant with the use of the Card. It shall be conclusive proof that a Card Transaction and the amount recorded thereon was properly incurred when the Bank receives the Transaction Receipt or any written document bearing the Cardmember's signature.

Notwithstanding the above the Cardmember hereby irrevocably authorises the Bank to treat the Bank's records of any transactions effected by the use of the Card including but not limited to transactions effected by mail order, telephone order, the internet and self serve terminals as evidence of such purchase(s) properly incurred by the Cardmember to be debited to the Card Account not with standing that the transactions may not be authorised by the Cardmember and further not with standing that such record as aforesaid may not contain the signature of the Cardmember.
  2. To effect a Cash Advance using the Card at the Bank or member institution of Visa/Mastercard International, the Cardmember shall sign on a Cash Advance Draft prepared by them. Such Cash Advance Draft shall be deemed by the Bank upon receipt as a properly incurred and duly authorised Card Transaction of the Cardmember.
  3. To effect a Cash Advance through the ATM, the Cardmember shall use the PIN to gain access to his Card Account. Any recorded documentation arising from the Cardmember activation of PIN for the

purposes of obtaining Cash Advance from an ATM shall be deemed by the Bank to be a properly incurred Card Transaction.

- 4.2 1. In consideration of the Cardmember observing and complying with the terms of this Agreement, the Bank shall purchase from the Authorised Merchants and/or member institutions of Visa/Mastercard International all Transaction Receipts and Cash Advances Drafts incurred by the Cardmember and debit the Cardmember's Card Account accordingly.
2. Notwithstanding the provision set out in Clause 4.1 above, the signatures shall not be a condition precedent to the liability of the Cardmember in respect of the Cash Advance or goods and services supplied, if the Bank is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardmember and/or Merchant and/or Visa/Mastercard International Cardmember.
- 4.3 The Cardmember shall comply with all requirements, directions, instructions and guidelines for use of the Card issued by the Bank from time to time in respect of all credit facilities and services rendered to the Cardmember.
- 4.4 Without prejudice to any provision herein contain it is hereby irrevocably agreed by the Cardmember that the Cardmember shall not use the Card for any illegal purposes including but not limited to internet gambling. The Bank reserves the right as its sole and absolute discretion to reject the use of the Card to effect any transaction that the Bank deems illegal.

## **5. POSSESSION OF THE CARD**

- 5.1 The Card shall remain the property of the Bank at all times. The Card shall be used exclusively by the Cardmember. The Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorised by the Bank. The Card shall not be pledged by the Cardmember as security for any purpose whatsoever.
- 5.2 The Cardmember shall use all precautions to prevent the loss or theft of the Card. In the event of loss and/or theft of the Card and/or disclosure of the PIN to any unauthorised person, the Cardmember shall immediately upon the discovery of such event notify the Bank (if such event occurred in Cambodia) or any member of Visa/Mastercard International (if such event occurred overseas) by telephone, telegram, telex, facsimile or e-mail and confirm the same in writing to the Bank accompanied by a police report but in any case no later than seven (7) days from the happening of the event. The Cardmember hereby irrevocably and unconditionally consents that the Bank may (but shall not be obliged to) record the telephone instructions as aforesaid in writing and/or by tape recording and/or any other method and such record of any instructions shall be conclusive and binding on the Cardmember. The Cardmember hereby expressly consents that the telephone instructions may be so recorded and hereby acknowledges that any and/or all records maintained by the Bank shall be conclusive and binding for all purposes. The Cardmember further agrees that the Bank shall not be under any obligation to verify the identity or the authority of any person giving the telephone instructions purportedly in the Cardmember's name and the Bank shall be entitled to act on such instructions and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions.  
The Cardmember accepts that in consideration of the Bank acting in accordance with such telephone instructions above or in the Cardmember consenting to the Bank tape recording all or any the Cardmember's telephone calls with the Bank, to enable the Bank to keep the tape recording of all or any instructions given by the Cardmember or purportedly in the Cardmember's name to the Bank, the Cardmember hereby agrees to indemnify the Bank and keep the Bank indemnified against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank howsoever arising out of or in connection with all such instructions as aforesaid.
- 5.3 In the event of loss/theft as per Clause 5.2 above and if subsequent to the loss/ theft, the Card is used by an unauthorised person, the Cardmember shall be liable to and indemnify the Bank for all unauthorised charges incurred including financial charges and late payment charge incurred for any goods or services supplied by merchants, and/or Cash Advances not transacted through the ATM effected through the use of the Card by the said unauthorised person until the date of receipt by the Bank of the Cardmember's written/verbal notification specified under Clause 5.2 above. After the bank has received notification in the manner stipulated in Clause 5.2 above of the loss/theft of the Card from

the Cardmember, the Cardmember's liability may be limited to USD10 for those subsequent unauthorised transactions incurred after the Bank has received the said notification. If investigation discloses that the Cardmember is involved in the incurring of any unauthorized charges, the Cardmember shall be liable for all the unauthorized charges incurred, including financial charges and late payment charges, whether before or after the Bank's receipt of such written confirmation. It is expressly agreed that the Bank is not under a duty to ensure that the Credit Line prescribed by the Bank is not exceeded.

- 5.4 The Cardmember shall be liable for all Cash Advances transacted through the ATM and there shall be no limited maximum liability limit as per Clause 5.3 above.
- 5.5 The Bank may, at the request of the Cardmember, but without being obliged in law, replace the lost or stolen Card upon payment of the following replacement fees: USD10 for the first, second, third reported loss or theft of the card. The Card shall not be replaced in the event of the fourth reported loss or theft of the Card.  
The replacement Card shall be subject to these terms and conditions as if it were the original Card.
- 5.6 When a Card that was lost or stolen is found the Cardmember shall not use the Card retrieved and shall return the same, cut into halves to the Bank immediately upon retrieval of the Card. The Bank will be under no obligation to issue a replacement Card to a Cardmember following its loss or theft. Any replacement Card shall be subject to the replacement fee stipulated in Clause 5.5 above.
- 5.7 The Cardmember shall return the Card to the Bank cut in halves immediately upon its expiry, or upon its cancellation by the Cardmember or on demand by the Bank upon its cancellation, revocation or suspension by the Bank or upon discovery of the Card after notification of its loss and the Cardmember shall thereafter have no further right to use the Card.

## **6. SUPPLEMENTARY CARD**

- 6.1 At the request of the Principal Cardmember, the Bank may, at its sole and absolute discretion, issue a Supplementary Card to the Supplementary Cardmember. All the terms and conditions applicable herein to the Cardmember shall apply mutatis mutandis (i.e. with the necessary changes) to the Supplementary Cardmember and for such purpose the terms "the Cardmember" and "the Card" shall be read and construed as if the terms "Supplementary Cardmember" and "Supplementary Card" were substituted therefore unless expressly excluded.
- 6.2 The Principal Cardmember shall be liable solely and wholly for all charges incurred by the Principal Cardmember and/or by the Supplementary Cardmember under the Card Account. Further, the Principal Cardmember shall be liable to ensure that the Supplementary Cardmember shall observe all terms, conditions and obligations herein set out. The Supplementary Cardmember however, shall only be responsible for his/her own liabilities and obligations.
- 6.3 The Supplementary Card issued may be cancelled at the request of the Principal Cardmember in writing accompanied by the Supplementary Card cut in halves and returned to the Bank provided that such cancellation shall not affect the parties' rights and entitlement, duties and obligations accrued before such cancellation. Upon termination of use of the Card under any circumstances or at the request of the Principal Cardmember the use of all Supplementary Card(s) shall also be terminated. Termination of the use of a Supplementary Card will not terminate the use of the Card by the Principal Cardmember.

## **7. CARD ACCOUNT**

- 7.1 All payments for purchase of goods and/or services and cash advances effected by the use of the Card and all annual fees, handling charges, additional charges, finance charges and/or late payment charges shall be debited to the Card Account in the billing currency, local and overseas, and shall be reflected in the statement.
- 7.2 The Bank shall render to the Cardmember a monthly statement showing the amount of his purchases of goods and services, Cash Advances and fees and charges incurred by the Cardmember including any payment or credit made and recorded by the Bank on the monthly statement.
- 7.3 The records and entries in the Cardmember's Card Account with the Bank as appearing on the monthly statement shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary is given to the Bank by the Cardmember within 7 days from the closing date of Billing Period as stated in the monthly statement.

- 7.4 Upon receipt of such written notice duly given by the Cardmember within the stipulated time, the Bank shall look into the Cardmember's Card Account to make the necessary adjustment and rectification, if any. The operation of this Clause shall not in any way affect the Cardmember's obligation under Clause 9 provided that any money due to or from the Cardmember shall be credited or debited into the Cardmember's Card Account.

## 8. CREDIT LINE FACILITY

- 8.1 The Bank shall at its sole discretion specify the Cardmember's credit line with the Bank.
- 8.2 The Cardmember hereby covenants that he shall not exceed his Credit Line without the Bank's written approval and shall make good any excess thereof or repay the Bank immediately upon receipt of the monthly statement and/or to such other notices by the Bank showing such excess in accordance with Clause 9.1.2. In the event of a failure by the Cardmember to pay the Bank upon demand of such excess as aforesaid, the whole outstanding balance on the Card Account shall become immediately due and payable and the provisions of Clause 11.2 shall be applicable.

## 9. LIABILITY FOR PAYMENT

- 9.1 The Cardmember shall make payment as follows, upon receipt of the monthly statement of his Card Account :
1. to pay the entire amount of the Current Balance on or before the Due Date; or
  2. alternatively, to make Minimum Payment as follows :
    1. where the Current Balance is within the Credit Line, not less than 20% of the Current Balance subject to a minimum of USD50 only.
    2. where the Current Balance is in excess of the Credit Line, the whole amount in excess thereof together with 20% of the Credit Line. Provided always that the Minimum Payment shall also include the amount Past Due as shown on the monthly statement.
- 9.2 The finance charge rate is currently at 2% per month or 24% per annum calculated on daily rest imposed on Outstanding Cash Advance Balances from Transaction Date and Finance Charges of 1.75% per month or 21% per annum is imposed on the Non-Cash Advance Balance that is not paid by the Due Date immediately following the Statement Date in which the transactions were posted, calculated from the Statement Date.

### 1. INTEREST FREE PERIOD FOR RETAIL TRANSACTIONS

The Interest Free Period refers to the period from the transaction posting date to the Due Date, of at least 14 days after Statement Date, immediately following the Statement Date in which the transaction was posted.

### 2. FINANCE CHARGE

1. Finance Charge is imposed on the Outstanding Cash Advance Transaction Balance from the Transaction Date until full repayment.
2. Finance Charge is imposed on the Outstanding Non-Cash Advance\* Balance that is not paid by the Due Date immediately following the Statement Date in which the transactions were posted, calculated from that Due Date until full repayment.
3. No Finance Charge is imposed on new Non-Cash Advance\* Transactions before the Statement Date.
4. No Finance Charge is imposed if the Non-Cash Advance\* Transaction Balance from the previous month's statement is settled in full by the Due Date.
5. After determining the Balances and the respective Periods on which the finance charge/interest may be imposed, the following formula for the computation of finance charge/interest is applicable :

$$f = (B) \times (P/D) \times (R)$$

$$F = \text{Sum}[f]$$

Where:

F is the total finance charge imposed for the month.

Sum[f] is the sum of all the finance charges computed on the different Balances that may be imposed with finance charge over the applicable interest bearing Periods during the month.

f is the finance charge for a particular balance B computed over the period of P days.

- B is the Balance that is imposed with finance charge.
- R is the nominal finance charge annual rate stated.
- P is the respective interest bearing Period in days on which the Balance (B) is imposed with finance charge.
- D is the number of days used as the base for the annual rate.

\* Non-Cash Advance : includes retail purchases, interest, fees and other charges.

- 9.3 If the Cardmember fails to make the Minimum Payment by the Due Date, a further charge of 5% of unpaid Minimum Payment subject to a minimum of USD10, whichever is higher shall be debited to the Card Account.
- 9.4 The Bank's acceptance of late payments or partial payments or payment by cheques or money orders marked as constituting payment in full or any waiver by the Bank of its rights indulgence granted to the Cardmember shall not operate to prevent the Bank from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.
- 9.5 All payments by the Cardmember to the Bank shall not be subject to any deduction whether for counterclaim and/or set-off against the Authorised Merchant, member institution of Visa/Mastercard International and/or the Bank whatsoever.
- 9.6 The Cardmember undertakes that he shall make satisfactory arrangement for payments of his Card Account in accordance with these terms and conditions in the event of his absence abroad.
- 9.7 Payments by the Cardmember to the Bank shall not be considered to have been made until the relevant funds have been received for value by the Bank. All payment by cheques must include the relevant inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the Cardmember's Card Account or exercise its right to offset the same as the Bank thinks fit in its absolute discretion.
- 9.8 Any payment received from the Cardmember may be applied in the manner as the Bank may at its absolute discretion think fit.

## 10. FEES AND CHARGES

- 10.1 The Cardmember agrees to pay and authorises the Bank to debit his Card Account with the following fees and charges :
  - 1. Cash Advance Fee
    - 1. fee of 2% subject to a minimum of USD5 on all Cash Advances made through the Bank's ATM and Branch.
    - 2. fee of 2% subject to a minimum of USD5 on all Cash Advances made through other outlets and for All Casino transactions.

And a finance charge of 2% per month on a daily basis from the date of withdrawal or transaction until full payment is received and credited to the Cardmember's Card Account by the Bank.
  - 2. Annual Fees as prescribed by the Bank for Principal Card and each Supplementary Card when issued Or renewed. The Annual Fees shall not be refunded.
  - 3. Finance charge under Clause 9.2 above.
  - 4. Late payment charge under Clause 9.3 above.
  - 5. Service charge at such rate as the Bank shall at its sole discretion determine for its services rendered And costs and expenses incurred in respect of/or arising from :
    - 1. Cardmember's cheque being dishonored for payment at USD50.
    - 2. Production or copying Transaction Receipts at USD15.
    - 3. The replacement of lost or stolen Card under Clause 5.5.
  - 6. Legal fees (on a Solicitor and Client basis) and other expenses incurred by the Bank in the enforcement Of the Bank's right and entitlement under this Agreement and the recovery of monies owed by the Cardmember to the Bank under his Card Account.
  - 7. Any other reasonable fees and charges imposed by the Bank from time to time for services and And facilities rendered to the Cardmember.
- 10.2 Notwithstanding the above provisions, the Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the Cash Advance Fee, annual fees, handling charges, additional charges, finance charges, interest, rates, the specified minimum payment and/or late payment charges and any

other fees and charges from time to time with prior notice to the Cardmember on the front of the monthly statement of account.

## **11. DEFAULT**

- 11.1 The Bank may at its absolute discretion and at any time with or without notice and without assigning any reason therefore cancel/revoke the Card or refuse to renew the Card or suspend or restrict the use of the Card by the Principal Cardmember and any Supplementary Cardmember under the Card Account.
- 11.2 In addition to and without prejudice to Clause 11.1 above, if :
1. the Cardmember defaults in the payment of any monies hereby covenanted to be paid in the manner herein provided after the same shall have become due whether formerly demanded or not;
  2. the Cardmember exceeds his Credit Line granted by the Bank; or
  3. the Cardmember breaches any of the terms of this Agreement in any way whatsoever; or
  4. the Cardmember commits an act of bankruptcy or becomes bankrupt or allows any judgement against him to remain unsatisfied for more than thirty (30) days; or
  5. a distress execution attachment or other legal proceedings is levied, enforced or taken out against the Cardmember's properties and is not discharged or stayed within 7 days; or
  6. the Bank decides in its sole and absolute discretion that the financial position of the Cardmember is or has become unsound and/or any event or events has/have occurred or a situation exists which could or might prejudice his ability to fulfill the terms of this Agreement is or has become impaired;
  7. the Cardmember fails to pay any sums of monies due and payable by the Cardmember under and in respect of any loan or account or facilities granted to the Cardmember by the Bank or any subsidiary and/or related company of the Bank including Campu Bank Lonpac Insurance and Campu Bank Securities Plc after the same shall have become due whether formerly demanded or not; or
  8. the Cardmember dies or becomes insane; then, in any such event, the Bank may by written notice to the Cardmember and at its absolute discretion, cancel/revoke the Card.
- 11.3 Upon the cancellation of the Card or upon the revocation, suspension or restriction of the rights of the Principal Cardmember or Supplementary Cardmember to use the Card as aforesaid all benefits and privileges enjoyed or available to the Cardmember shall forthwith be cancelled, revoked or suspended and all monies owing to the Bank by the Cardmember under his Card Account shall immediately become due and payable and the Cardmember shall upon demand by the Bank make full settlement towards the Card Account.
- 11.4 The Cardmember hereby acknowledges that in the event the Card is cancelled or revoked details of the Card may be placed on the Cancellation List which may be circulated to all Authorised Merchants and/or member institutions of Visa/Mastercard International and all branches of the Bank.
- 11.5 Notwithstanding any other provisions of this Agreement, the Cardmember agrees that he shall hold the Bank harmless and indemnify the Bank for any loss, damage, costs and expenses (legal or otherwise including costs on Solicitor and Client basis), fees and charges, postage or courier cost, and any other expenses or charges which the Bank may incur in enforcing or attempting to enforce payments under Clause 9 thereof and in enforcing its rights under this Agreement against the Cardmember and/or the Supplementary Cardmember.
- 11.6 Further, notwithstanding the cancellation/revocation of the Card as aforesaid, the Cardmember may subject to a written request to the Bank apply for reinstatement of the Card Account upon full settlement of all monies owing under the Card Account. The Cardmember hereby acknowledges that the Bank shall have the absolute discretion to accept or reject the said request and a reinstatement of the Card Account by the Bank shall be on the same terms and conditions as herein provided or on such other terms and conditions as may be decided by the Bank.

## **12. EXCLUSION OF LIABILITY**

- 12.1 The Bank shall not in any circumstances be liable for damages suffered or loss incurred by the Cardmember in respect of any statement representation, communication or implication relating to or arising from or any revocation, suspension or restriction of the use of the Card by the Principal Cardmember or the Supplementary Cardmember including but not limited to any listing of the Card in the Cancellation List.
- 12.2 The Bank shall not be liable for any loss or damage caused to the Cardmember arising from any act or omission of any Authorised Merchant or member institution of Visa/Mastercard International,

howsoever caused, including but not limited to any retention of and/or refusal to honour the Card or any statement, representation or communication made by such Authorised Merchant or member institution of Visa/Mastercard International or any defect or deficiency in goods purchased or services rendered.

12.3 The Cardmember may handle any claim or dispute directly with the Authorised Merchant or the member institution of Visa/Master International and undertakes not to withhold any payment under Clause 9 to the Bank on account of such claim or dispute or under any circumstances whatsoever.

12.4 (a) The Bank shall not be liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system or authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents.

(b) If the Bank is unable to produce or send a Statement to the Cardmember for any reason, the Cardmember's liability for interest will continue and for the purpose of calculating interest and establishing the date on which payment is due, the Bank may select a date each month as the statement date.

### **13. OVERSEAS TRANSACTIONS**

13.1 The Cardmember may use the Card outside Cambodia where there are Authorised Merchants and/or member institutions of Visa/Mastercard International.

13.2 The Cardmember may use the Card for Cash Advance through designated ATMs installed in such approved countries as shall be announced by the Bank or any Merchant Affiliate of Visa/Mastercard International from time to time. The Cardmember shall ensure that all inter-country transactions by the Cardmember via ATM shall not violate the laws existing in the country where the transactions are done.

13.3 Where the Cardmember uses the Card outside Cambodia, the transaction incurred will be converted to United State Dollar as the base currency on the date the item is received and/or the transaction is processed at such exchange and at such time as may be determined by Visa/Mastercard International at its absolute discretion. The exchange may differ from the rate in effect on the date of the transaction due to market fluctuations. Such rate imposed shall be final and conclusive and the Cardmember shall bear all exchange risks, losses, commission and other bank charges which may thereby be incurred.

13.4 Wherever applicable, the Cardmember shall comply with the Exchange Control Regulations issued by National Bank of Cambodia in respect of any overseas transactions. The Cardmember shall be held responsible for any infringement of such regulations and any amendment thereto.

### **14. MISCELLANEOUS**

#### **14.1 RIGHT TO SET OFF AND CONSOLIDATION**

(a) The Cardmember agrees that the Bank may in its absolute discretion at anytime and without notice immediately combine or consolidate all or any account(s) of the Cardmember including accounts in the name of the Bank and/or of the Cardmember jointly with others (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and in whatever currency) wheresoever situated as set-off towards satisfaction of any sum due to the Bank under this Agreement. Where such combination consolidation set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Bank's prevailing exchange rate which shall be determined by the Bank at its sole discretion.

(b) Notwithstanding to Clause 14.1(a), the Bank shall give the Cardmember, seven (7) days' advance notice, either verbally or in writing prior to the set-off, towards satisfaction of any sum due to the Bank under this Agreement.

#### **14.2 LAW**

This Agreement between the Bank and the Cardmember shall be deemed to be executed and made at the Bank's Head Office in Phnom Penh and any breach of the terms stated herein shall be deemed to have arisen in Phnom Penh irrespective of where the Cardmember may reside.

#### **14.3 WAIVER**

Time shall be the essence of this Agreement but no failure to exercise and no delay in exercising any right power privilege or remedy on the part of the Bank shall operate as a waiver thereof, nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise

thereof or the exercise of any other right power privilege or remedy. The right and remedies herein provided are cumulative and not exclusive of any right or remedy provided by law.

#### 14.4 PRESERVATION OF RIGHT AND ENTITLEMENT

Notwithstanding anything contained in this Agreement, the Bank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card by the Bank.

#### 14.5 VARIATION

The Cardmember agrees that the Bank may from time to time by giving prior written notice to the Cardmember vary, add to or amend the terms and conditions herein set out and such changes shall apply on the effective date specified by the Bank and shall apply to all outstanding balance in the Card Account. In the event the Cardmember shall not be agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card cut in halves to the Bank, failing the receipt of which the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.

#### 14.6 DISCLOSURE

The Bank shall have the right to check the credit standing of any applicant for the Card and/or to check the standing of the Cardmember at any time as and when the Bank deems fit without reference to the Cardmember. The Cardmember hereby authorizes the Bank and/or its officers to make use of, disclose, divulge or reveal any information relating to the Cardmember, his Card Account or the conduct thereof (financial or otherwise) in such manner and to such extent as the Bank shall from time to time consider necessary:

- (a) To any merchant, any bank or financial institution or to any party, including but not limited to Visa/Mastercard International Services Association and any member institution of Visa/Mastercard International or any interested party for any purpose or to facilitate the use of the Card or the processing of any transaction effected or to be effected through the use of the Card or any investigation of whatsoever nature to be made.
- (b) For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember of the Bank under this Agreement.
- (c) To any authority or bureau established by National Bank of Cambodia (NBC) or any other authority having jurisdiction over the Bank.
- (d) The Cardmember hereby agrees that as long as any monies due under the Card Account shall remain outstanding, the Bank shall be entitled to disclose information on his business (including his accounts and/or future accounts) with the Bank to companies which are or which in the future may be a subsidiary and/or related company of the Bank and that the subsidiaries and/or related companies of the Bank shall also be entitled to make such disclosure to the Bank and/or to the other said subsidiaries and/or the said related companies.
- (e) In addition to the above, the Cardmember hereby irrevocably authorises the Bank to release, divulge, disclose or reveal any information to any of the Bank's business partners (existing or future) who shall provide any such privileges and benefits to the Cardmember.

### 14. MISCELLANEOUS

#### 14.7 NOTICE

1. The Cardmember shall inform the Bank in writing of any change of address and/or employment or business and his intention to be absent from Cambodia.
2. Any statement of account correspondence or notice to the Cardmember may be delivered by hand or sent by post to the Cardmember's address stated in the Bank's Card Application Form or to such other address notified by the Cardmember to the Bank from time to time and shall be deemed to have been duly received by the Cardmember within 3 Business Days of posting. Any failure on the part of the Cardmember to notify any change of his address resulting in delay or return of any monthly statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under the Agreement.

#### 14.8 SERVICES OF NOTICE

The parties hereby irrevocably agree that the service of any notice or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by post to the Cardmember's last known address stated in the Bank's Card Application Form or

to such other address notified by the Cardmember to the Bank from time to time and shall be deemed to have served at the time of posting of the Notice or Legal process and in providing delivery it shall be sufficient to prove that the same was properly addressed and put in the post despite any evidence to the contrary. Service of legal process may also be effected by any other manner permitted by the law.

#### 14.9 CERTIFICATE OF INDEBTEDNESS

A certificate signed by an officer of the Bank as to the monies for the time being due and owing to the Bank from the Cardmember shall be final and conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Cardmember to the Bank in any legal proceedings. Any admission or acknowledgment in writing by the Cardmember or any person authorised by the Cardmember of the amount of indebtedness of the Cardmember to the Bank and any judgement recovered by the Bank against the Cardmember in respect of such indebtedness shall be binding and conclusive in any court within or outside Cambodia.

#### 14.10 SEVERABILITY

The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of this Agreement and the invalid or unenforceable provision shall be severable and the invalidity or unenforceability of any terms or provisions of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions herein contained which shall remain in full force and effect.

#### 14.11 OTHER TERMS AND CONDITIONS

The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to each of the facility under the Card facilities now or hereafter from time to time subsisting between the Bank and the Cardmember or any terms and conditions that may be specified in any letter of offer given by the Bank to the Cardmember from time to time.

#### 14.12 SUPERSEDING AGREEMENT

All previous agreements or arrangement, if any, made between the Bank and the Cardmember, written or verbal, are hereby cancelled and superseded by this Agreement.

14.13 It is hereby expressly agreed between the parties hereto that in the event of a conflict, discrepancy or variance in the terms and conditions in the English Language version and Khmer version of this Agreement, the terms and conditions of the English Language version shall prevail.