

CCU bank

ធនាគារ ស៊ីស៊ីយូ ឧបម្មវិសាល ម៉ែង ម.ក
CCU COMMERCIAL BANK Plc.

CCU Debit Card Terms and Conditions

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DEBIT CARDS TERM AND CONDITION

These terms and conditions governing all types of Debit Cards (Debit Card Terms and Conditions) provided by CCU COMMERCIAL BANK PLC. (Bank), except credit cards, shall be read in conjunction with the General Terms and Conditions governing Accounts, Services and Products, as applicable, and any others relevant terms and conditions issued by the Bank from time to time. The Card Terms and Conditions shall be read and understood before using any or all Banks Card (Debit Card) and is a legally binding contract between the Customer/Authorized User and the Bank. First use/transaction under the Debit Cards implies that the Customer/Authorized User has fully read, understood, and accepted the Debit Card Terms and Conditions. If any business relationships between the Customer/Authorized User and the Bank are governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over the Card Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) conflict with the Card Terms and Conditions. Any capitalized terms not otherwise defined herein shall have the same meaning given to them.

For more detailed information about Mobile Banking please refer to the FAQs available at any CCU's branch and on our official website www.ccubank.com.kh.

1. DEFINITIONS

The following words/expressions shall have the meanings as respectively set out below unless the context requires otherwise:

- 1.1. **Account** means the Bank account held or to be with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.
- 1.2. **Account Currency** means the currency in which the Account is denominated.
- 1.3. **Application** means the Bank's prescribed application form for a Card in paper form or in digital form to be issued upon the Card Terms and Conditions and other relevant applicable terms and conditions of the Bank.
- 1.4. **ATM** means an automated teller machine belonging to the Bank or to other financial institutions.
- 1.5. **ATM Transaction** means a transaction effected using the ATM Card on the ATM in accordance with Clause 5.
- 1.6. **ATM Card** means a card issued by the Bank to the Cardholder to be used with the ATM under the Card Terms and Conditions.
- 1.7. **Card** means any online card or physical card including, but not limited to, ATM Card or Debit Primary Card, Supplementary Card issued by the Bank to the Cardholder(s) to be used with the ATM/CDM or any other machines available at the Bank or to be used through digital banking services under the Card Terms and Conditions and the Digital Banking Terms and Conditions and other relevant applicable terms and conditions of the Bank.
- 1.8. **Cardholder** means the Primary Cardholder and the Supplementary Cardholder to whom the Card(s) is/are issued by the Bank.
- 1.9. **Daily Limit** means the maximum permissible limit prescribed by the Bank in respect of the Total Transactions effected in a day.
- 1.10. **Debit Card** refers to a payment card bearing the logo of Visa or MasterCard that deducts money directly from a Cardholders Card Account or Account(s) to pay for a purchase. The Debit Card shall include a Physical Debit Card and a Virtual Debit Card.
- 1.11. **Designated Account** shall refer to any CASA account of the Cardholder held or to be held with the Card Issuer for the purpose of managing the transactions made in relation to the Card.
- 1.12. **OTP** shall refer to the One Time Password.
- 1.13. **PIN** means the personal identification number issued to the Cardholder from time to time for use with the Card.
- 1.14. **Primary Card** is a debit card issued to a Primary Cardholder.
- 1.15. **Primary Cardholder** is a person to whom the Card is issued by the Bank upon approval of the application.
- 1.16. **Card Account Statement** is a statement of Card Account issued by the Bank reflecting the Total Transactions of the Cardholders use of the Card.

- 1.17. **Supplementary Card** means a card issued to a supplementary cardholder. Supplementary Card(s) can be issued to joint account owner(s) only.
- 1.18. **Supplementary Cardholder** means a person to whom a Supplementary Card is issued pursuant to the application of the Primary Cardholder.

2. INTERPRETATIONS

- 2.1. References to Articles, Clauses, and Schedules are references to Articles, Clauses, and Schedules of the Card Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of the Card Terms and Conditions.
- 2.2. The headings in the Card Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of the Card Terms and Conditions.
- 2.3. Except where the context otherwise required words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender, and reference to persons shall include bodies corporate and unincorporated.
- 2.4. Any reference to a person includes any individual, company, corporation, or other legal entity, whatsoever.

3. CCU BANK DEBIT CARDS

- 3.1. The Cardholder may submit the Application as prescribed by the Bank in accordance with these terms and conditions to request the following cards:
 - a) CCU ATM CARD
 - b) CSS CARD
 - c) VISA CARD
 - d) MASTERCARD
 - e) UNIONPAY CARD
 - f) JCB CARD
- 3.2. The Bank, at its sole discretion, may issue Banks Cards for the use of the Cardholder or reject the Application for the Cards.
- 3.3. For the joint account with the mode of operation which requires the approval of any joint account owner, the Primary Card can be issued by the Bank at the request of any joint account owner. The other joint account owner of that Card Account can also apply for the Supplementary Card to be used with that Card Account.

4. FEES AND CHARGES

- 4.1. The Cardholder shall pay the fees and charges for the use of the Banks Cards in accordance with the Banks Fees and Charges provided to the Cardholder by the Bank. The fees and charges may be applicable to, including but not limited, the following:
 - a) Cash withdrawal and balance inquiry transactions with other banks' ATMs
 - b) Card replacement/ re-issuance fee
 - c) Chargeback fee
 - d) And other fees would be charged by the bank from time to time.
- 4.2. The Cardholder must maintain sufficient funds for any transactions, otherwise, the requested transaction(s) will be rejected.
- 4.3. The Bank may, at its sole discretion, change or amend the Banks Fees and Charges from time to time, provided that a notice on the changes will be served on the Cardholder prior to the effective date of the change via the Bank Website, Digital Banking Services, or other applicable means of communication of the Bank.
- 4.4. The Cardholder shall be liable to pay for all related taxes required by laws and the Bank is authorized to debit that tax amount from the Card Account as permitted by the applicable laws.
- 4.5. All transactions in foreign currencies will be subject to applicable fees as determined by the Bank.

- 4.6. The Bank is authorized to debit from the Cardholders Card Account all amounts resulting from the use of the Card, including Principle and Supplementary Card, regardless of suspension, renewal, replacement, or termination of the Card.

5. BANKS DEBIT CARD

- 5.1. Services available under the Debit Card:
- 5.1.1. The debit Cardholder may use the Debit Card for:
- Cash Withdrawal
 - Cash Deposit
 - Balance Inquiry
 - Pin Change
 - Mini Statement at the ATM
 - Fund Transfer
 - Purchase Transaction via Online and POS Terminal
 - And other services offered by the bank from time to time.
- 5.1.2. The Debit Cardholder shall be fully responsible for either the authorized or unauthorized use of the Card affecting any Card Transaction, regardless of whether the authorized and unauthorized use of the Card is undertaken with or without his/her knowledge.
- 5.1.3. Any usage of the Debit Card for an illegal purpose or transaction or activities (directly or indirectly) is strictly prohibited.
- 5.1.4. The Bank reserves all rights to suspend, revoke, or terminate the use of the Debit Card and other services related to which at any time with or without prior notice to the Cardholder.
- 5.1.5. For the online purchase with the Merchant who uses 3D security, the Cardholder will be required to input OTP in the processing of each transaction. However, with some Merchants who do not use 3D security, OTP input is not required.
- 5.1.6. Contactless Payment:
- The Contactless Payment may be subject to the limited value of each transaction for security reasons (Contactless Payment Limit).
 - The Cardholder may use the Contactless Payment without limiting the number of transactions on the Contactless Reader provided that the paid amount per transaction and per day shall not exceed the provided Contactless Payment Limit. Otherwise, the Contactless Payment will be declined.
 - All the Contactless Cards issued are PayWave/PayPass enabled. The Contactless Card may be used only to perform Contactless Payment on all applicable Contactless Readers as approved by the Bank from time to time, at its absolute discretion.

6. CARD ACTIVATION

- 6.1. Upon issuance of the Card and collected in person by the rightful Cardholder, the Bank may require the Cardholder to immediately sign on the signature panel on the back of the Card upon receiving it in the presence of the authorized employee of the Bank. By signing on or using the Card, the Cardholder is deemed to have read, clearly understood, and duly accepted each and every term and condition as provided herein including any amendment, supplement, or addendum thereafter.
- 6.2. An OTP will be sent to the Cardholder when performing transactions at the ATM terminals or other machines as available under the functional specifications of each Card. The Cardholder is required to change this initial PIN immediately once receiving OTP via phone number registration. Thereafter, the Cardholder must safeguard the new PIN and keep it completely and separately from the Card to avoid being disclosed to and/or discovered by any other person. Most importantly, the Customer or the Authorized User should frequently change the PIN for security purposes.
- 6.3. The Virtual Debit Card shall be requested by the Applicant and is approved by the Bank via Digital Banking Services which is governed by the Digital Banking Terms and Conditions and this Card Terms and Conditions.

Upon approval of the application for a Virtual Debit Card via Digital Banking Services, the Cardholder will be provided the Virtual Debit Card Number, CVV2 or CVC, and the expiry date of the Virtual Debit Card.

- 6.4. If the Cardholder believes that someone may have discovered the PIN, they are required to contact the Bank immediately and as soon as practicable.
- 6.5. The Cardholder is liable for all Card Transactions affected using the Card whether or not such use is authorized by or known to the Cardholder.

7. DEBIT CARD'S ACCOUNT

- 7.1. The Bank is automatically authorized to block, debit, or credit (as the case may be) for the amount of any transactions effected by the Cardholder to the Account of the Cardholder held at the Bank (whether solely or jointly held with another person) for operations of the Card (Designated Account). Most importantly, the Cardholder shall maintain sufficient funds in the Designated Account at all times to meet any such transaction. The Cardholder expressly authorizes the Bank to charge the Account when the Card is used by the Cardholder.
- 7.2. The Account Statement or passbook is used to record all transactions including withdrawal transactions, payment transactions, and/or other charges related to the use of the Card linked to the Designated Account. The Cardholder is able to view his/her Account history via Mobile Banking or Internet Banking of the Bank if he/she has registered to these channels. The Cardholder has an option to choose between a passbook and an Account Statement without any charge. In addition, if the Cardholder selects a passbook, the Bank may not provide them with any Account Statement. However, the Cardholder may request for additional Account Statement, provided that relevant fees may be charged to the Cardholder.
- 7.3. The Cardholder shall examine the Account Statement or the passbook of the Account, which is updated immediately upon issuance or after the transaction is affected. The Cardholder must notify the Bank immediately in writing in the prescribed form named Card Dispute Form after he/she or anyone on his/her behalf receives the Account Statement or the updated passbook of the Account and he or she finds any error in any transaction shown on the Statement or the passbook. The Cardholder is required to state the name, card number, account number, transaction date, transaction location, suspected error(s) or problem(s), and description and explanation about the error(s) or problem(s) on the prescribed form. The Bank will accept and acknowledge the form and immediately take corrective action as soon as practicable if such stated issues are substantiated.

8. CARD DAILY LIMIT

- 8.1. Any amount in the Account linked to the Card is available for the Cardholders use via ATM, POS, or Online purchase transaction, or other possible channels as permitted by the Bank. However, the Bank has the right to limit the frequency or amounts of transactions including, but not limited to, the purchase or the withdrawal (Daily Limit). The Cardholder may request the Bank to increase or decrease the Daily Limit of the Card issued upon his/her Card type rank in a prescribed form as determined by the Bank and the Bank, at its absolute discretion, is entitled to reject or grant such request. In addition, if the Cardholder needs to make a cash withdrawal for an amount higher than the Daily Limit, he/she may perform such a transaction at the Bank's counter.

9. SUPPLEMENTARY CARD

- 9.1. When the Supplementary Card is issued, all joint account owners shall share the usage of the balance of the Designated Account and shall be individually and jointly responsible for the use of the Card under this Card Terms and Conditions and any other applicable terms and conditions as prescribed by the Bank from time to time.
- 9.2. The Bank reserves its right to charge Supplementary Cards an annual fee in accordance with the Banks Fees and Charges. In all cases, the Supplementary Cardholder shall be 18 (eighteen) years old and above to be eligible to use the Card.

- 9.3. The number of the Supplementary Cards may vary according to the Bank's policies being in force. The Issuance of Supplementary Card(s) shall be at the sole discretion of the Bank.

10. CARD, CHIP AND MAGNETIC STRIPE DATA

- 10.1. The Card, chip, and magnetic stripe data contained therein the Card are the sole property of the Bank at all times and are only available for authorized purposes. The Bank or any authorized officer or employee of the Bank, may retain the Card, require the Cardholder to return the Card, or suspend the use of the Card at any time at its absolute discretion. In which case, the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof. Any attempt to access, alter, or change the chip and/or magnetic stripe data of the Card is a direct violation and breach of the Card Terms and Conditions as provided herein and such act may be criminally charged under the applicable laws of Cambodia.
- 10.2. The Card is valid only for a period as shown on it and must not be used outside of that period. When the validity period of the Card has expired, the Card must be returned to the Bank.
- 10.3. The Cardholder must take all reasonable precautions and measures to prevent any unauthorized uses of the Card. In the event that the Card is stolen or lost, the Cardholder must immediately and as soon as practicable notify the Bank either by phone call, email, or in person.

11. SYSTEM MALFUNCTION

- 11.1. The Bank shall not be liable for any failure to provide any service or to perform any obligation due to any malfunction of the equipment, the machine, the system or the Card, communication lines, or any other disruptions beyond the control of the Bank.

12. TRANSACTIONS WITH MERCHANT

- 12.1. The Bank is not liable in the event that any Merchant refuses to accept the Card for whatever reason. The transactions with the Merchant under which the Card is used shall be the sole responsibility of the Cardholder. The Bank shall not be responsible for any disputes related to the bad quality or quantity of goods or services provided by the Merchant to the Cardholder.
- 12.2. Any Card transaction amount presented to the Bank for authorization or for payment is subject to a debit from the Card Account.
- 12.3. The Bank would charge a currency conversion fee if the payment made under the Card is made in a different currency of the currency in the Card Account. The foreign currency rate used is a wholesale market rate selected by the global card payment system.
- 12.4. The Card Transaction is not completed until the Bank has verified and processed the transaction according to its usual banking practices, regardless of any receipt produced at the time of the transaction.
- 12.5. The Cardholder is responsible for all consequences arising out of the disclosures of PIN or other confidential information related to the Card and/or unauthorized use of the Card and shall be liable for any further liability which may incur on the Card Account with respect to any unauthorized use of the PIN, other related confidential information of the Card and the Card itself.
- 12.6. The Cardholder must pay any transactions denominated in United States Dollars. The Bank will charge a currency conversion fee if the Card is charged in a foreign currency other than the United States Dollar. The foreign currency rate used is a wholesale market rate selected by the global card payment system.

13. CHARGE BACK REQUEST PROCESS

- 13.1. The Cardholder may request the Bank to raise a dispute arising out of or in connection with the purchase and cash withdrawal transaction to any Merchant, including a situation in which a Cardholder questions the validity of a transaction that was deducted to their account or Cardholder requests to reverse any transaction that they confirm unrecognized transaction, erroneous transaction or unauthorized by them or other reasons

(Disputed Transaction). In all cases of Disputed Transactions, the Cardholder shall use the best effort to directly settle with the Merchant. If the Disputed Transaction can be successfully settled with Merchant through which the Merchant agreed for the Bank to debit the agreed amount from the Merchants Account held with the Bank or with other banks, the Bank will credit the same into the Designated Account of the Cardholder in accordance with this Card Terms and Conditions and other applicable terms and conditions of the Bank.

- 13.2. If the Disputed Transaction cannot be settled or resolved between the Cardholder and the relevant Merchant, the Cardholder must immediately notify the Bank and request for the Bank's assistance to resolve the Disputed Transaction. The Bank may but is not obliged to assist the Cardholder to directly settle the Disputed Transaction with the relevant Merchant or via the relevant Acquirer Bank within not more than 180 (one hundred and eighty) business days. In such a case, the Cardholder shall provide the Bank with all relevant evidence proving his/her entitlement to the reversal amount. If, after proper investigation, the Bank is satisfied that the Cardholder is entitled to have the transaction reversed, the Bank will credit to the Cardholder's Designated Account the amount initially debited for the transaction with the relevant Merchant within 15 (fifteen) business days commencing from the date on which the Bank is satisfied with the Cardholders reversal request in accordance with the Banks applicable internal policies and procedures. The Cardholder understands that the reversal credit amount may be different from the initially debited amount due to exchange rate or change of Fees and Charges or terms and conditions of the transaction that the Cardholder made with the Merchant. The Cardholder hereby agrees that his/her failure to properly and promptly notify and cooperate with the Bank on the Disputed Transaction as identified in this Clause will cause the Cardholder to be solely responsible for all consequences arising out of the belated notification to the Bank.

14. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD

- 14.1. The Cardholder must immediately notify the Bank of the lost, stolen, and/or unauthorized use of the Card verbally or in writing. The Cardholder is solely liable for all unauthorized transactions. If the lost Card is traced after reporting, the Cardholder shall not use it again for security purposes. The recovered Card shall be cut into half through the magnetic stripe and then immediately return the pieces to the Bank.

15. SUSPESION AND TERMINATION OF THE CARD

- 15.1. The Bank may suspend or terminate the Card at any time at its sole discretion. However, the termination thereof shall not affect all completed transactions which are not yet debited from the Cardholders Card Account and the Bank shall then debit the transaction amount directly from the Card Account.
- 15.2. The Cardholder may terminate the Card at any time by notifying the Bank in writing in the prescribed form as determined by the Bank and by returning the Card after cutting it in half in the presence of the Bank's authorized employee. In case of suspension or termination of the Principal Card, the other Supplementary Card(s) is still valid and can be used by its respective Supplementary Cardholder and all joint account owners of the Card Account shall be liable for all consequences for the use of that Card(s) in use.
- 15.3. The Card shall be simultaneously suspended or terminated without prior notification following the suspension or closure of the Card Account as the case may be.

16. CONFIDENTIALITY

- 16.1. The Cardholder shall confidentially safeguard all information and documentation relating to the Card Terms and Conditions including the Card Account number, PIN number, and CVV2/CVC of the Card. For security purposes, the Cardholder must not disclose or reveal them to any person or entity. The Cardholder can destroy such material and information when they are no longer needed by rendering the data unreadable at any proper time. However, the Bank reserves the right to disclose such information in association with the Cardholders personal data, Card, Card Account number, Card Account, or any other transaction at any time if required by law or authorities.

17. INDEMNIFICATION

- 17.1. The Cardholder hereby agrees to indemnify and hold the Bank, its agents, employees, and directors harmless from and against any suits or legal actions and all losses, claims, liabilities, damages, costs and expenses, fines, penalties including attorney's fees, directly or indirectly arising from or in connection with the Card Terms and Conditions, use or misuse of the Card or breach of any and all provisions of the Cards Terms and Conditions by the Cardholder.

18. ANTI-MONEY LAUNDERING, COMBATting AGAINST FINANCING OF TERRORISM AND SANCTION CONTROL

- 18.1. Notwithstanding any other provisions contained in this Card Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.
- 18.2. The Cardholder must promptly provide to the Bank all information and documents that are within its possession, custody, or control reasonably required by the Bank in order for the Bank to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.
- 18.3. The Cardholder agrees that the Bank may disclose any information and documents concerning the Cardholder and Cardholder's Accounts to any authority where required by applicable laws and regulations applicable to the Bank.
- 18.4. The Cardholder agrees to exercise its rights and perform its obligations under this Card Terms and Conditions and any other relevant terms and conditions in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.
- 18.5. The Cardholder declares that it is acting on its own behalf and not in a trustee or agency capacity, unless otherwise clearly and explicitly disclosed to the Bank.
- 18.6. The Cardholder agrees that the Bank may delay or refuse to process any transaction if the Bank believes on reasonable grounds that:
- a) The transaction may breach any law in Cambodia or any other country.
 - b) The transaction directly or indirectly involves the proceeds of unlawful conduct.
 - c) The Bank is unable to satisfy itself as to the origin of funds.
- 18.7. Any funds which the Bank refuses to process will be refunded to the depositor or the remitting financial institution as determined by the Bank or to other institutions as required by the relevant applicable laws and by the relevant regulator.
- 18.8. The Cardholder declares and undertakes to the Bank that all transactions used or authorized to be used under the Card will not breach any applicable laws.

19. NOTIFICATION

- 19.1. Cardholder agrees that the Bank can send any notice or notification or communicate to the Cardholder in relation to the Card under this Cards Terms and Conditions via the Bank's Website, digital banking services, or other applicable means of communication of the Bank at its sole discretion.
- 19.2. All notifications to be sent by the Bank to the Cardholder via mail, or text messaging or telex or facsimile or e-mail or other electronic means using the contact details provided by the Cardholder will be deemed to have been sent to the Cardholder. The Bank will not be responsible for any accidental leakage of the information contained in the electronic notification to the Cardholder.
- 19.3. The Cardholder agrees that by calling or accepting calls from the Bank or any person authorized by the Bank, the Cardholder hereby provides his/her consent for the Bank or its authorized person to record the Cardholder's telephone communications with the Bank. The Cardholder, likewise, agrees that such taped or recorded communications may be used or provided by the Bank for any purpose, including being used as

evidence in any judicial or administrative process to the extent permitted by the relevant applicable laws and regulations.

- 19.4. For joint accounts, the notices and other communications sent to any one of the Cardholders shall be deemed to be sent to all joint account owner(s).
- 19.5. The Cardholder shall notify the Bank promptly in writing if there is any change of personal data which has been previously provided to the Bank including information concerning its employment, cell phone or office telephone number, electronic and mailing address, home, or office address. In order to prevent identity theft, the Cardholder's identity may need to be verified before the Bank acts upon the notification.

20. ENTIRE AGREEMENT

- 20.1. By signing the Application Form and accepting the Card Terms and Conditions, the Cardholder acknowledges that he/she has read and understood these terms and conditions and other provided supplementary documents.

21. INVALID PROVISION

- 21.1. This Card Terms and Conditions are subject to change at the sole discretion of the Bank without prior written notice to the Cardholder. If any provision of these Card Terms and Conditions is invalid, illegal, or unenforceable as stipulated and declared by the Cambodian competent court, the invalidity of that provision shall not affect any of the remaining provisions of this Card Terms and Conditions and shall be construed as if the invalid, illegal or unenforceable is not contained in these terms and conditions. The remaining provisions of this Card Terms and Conditions shall continue in full force and effect.

22. COPY RECEIVED

- 22.1. The Cardholder acknowledges the receipt of a copy of the Card Terms and Conditions booklet. The Cardholder understands that it is a crime to willfully and deliberately provide incomplete or incorrect information on any agreement or application when applying for the Card.

23. GOVERNING LAW

- 23.1. The Bank requires all Cardholders to read the Card Terms and Conditions and any other related and applicable terms and conditions carefully and the Cardholder hereby agrees to be bound by this Card Terms and Conditions if he/she uses or continues to use any Card issued by the Bank. The Card Terms and Conditions are governed by the laws of the Kingdom of Cambodia.

24. DISPUTE RESOLUTION

- 24.1. In case of any dispute arising out of or in connection with this Card Terms and Conditions including, but not limited to, its construction, interpretation, performance, enforcement, termination (Dispute) shall be resolved by amicable negotiation between the Bank and the Cardholder within a period of fifteen (15) working days (Dispute Resolution Period).
- 24.2. If the Dispute cannot be resolved within the Dispute Resolution Period, the Dispute shall be referred to the competent court of the Kingdom of Cambodia I/We, hereby, the undersigned, have fully read, understood, and agreed to abide by all terms and conditions as provided herewith.

END!