

## Card Usage Terms and Conditions

### 1. Application of terms and conditions, amendment, and cancellation

- A. If not stated elsewhere in these card usage terms and conditions, these terms and conditions govern the use of all cards of all types the bank has issued to cardholders.
- B. Without prior notice to the cardholder, the Bank may add new terms and conditions, amend, change, and/or rectify these terms and conditions ( hereinafter collectively referred to as "Changes" ) from time to time and publish them on its website for cardholder's download. Such changes shall come into full forces after specified date the bank notified the cardholder by its reasonable means. Should the cardholder continues to use the card and/or electronic services after specified date, the cardholder shall be deemed to have accepted such changes without reservation. If the cardholder does not accept the changes, he/she must stop using the card and/or electronic services and notify the bank to cancel it.
- C. The bank may suspend the use of or revoke the card at any time if it has reasonable ground to believe that card utilization has exposed or will expose the bank to risks. Termination of card utilization shall not jeopardize the cardholder's and the bank's rights or obligations having existed under these card usage terms and conditions prior to such termination.

### 2. Definitions

Terms	Definition
Bank	Refer to Foreign Trade Bank of Cambodia being the card issuing institution.
Payment card "Card"	Payment card means physical card, virtual card, card number ( registered for use of mobile banking application or alike of electronic services ), which is issued to the cardholder or other user at the cardholder's request by the Bank or participant, to be used to access electronic services. Payment card is shortly referred to as "Card" and unless stated elsewhere includes prepaid, debit, and credit cards, replacement, renewed cards; computerized token, device or gadget, consumer card, and commercial cards, and so on.
Primary card	It is the top-hierarchy card that houses the supplementary cards and whose cardholder is totally liable for use of supplementary and primary cards.
Supplementary card	Card whose usage is under request and responsibility of the primary card once issued. If the Bank determined that primary card ( holder ) could not be responsible then the supplementary card shall be totally liable for its part.
Cardholder	It is referred to corporate body or individual person including his/her legally recognized successor(s) and/or heir(s) whom the Bank has granted non-exclusive rights to use the card. Either primary or supplementary cardholder is referred to as "cardholder". For the avoidance of doubts, the cardholder must know whether he/she holds primary or supplementary card and the obligation and responsibilities or liabilities attached to it.
User	Means any person the cardholder has nominated and authorized to use the card and/or electronic services. If the cardholder is an individual, the term "User" and the "Cardholder" is same person and constitutes a single user.
Card Currency	It is referred to card currency being in Khmer Riel, United States Dollar, or any other currency the Bank will inform the customer in the future.
Electronic Services	Means any Banking and/or non-financial products/services or facilities the Bank and/or any participant make available to the cardholder from time to time through electronic channels, including but not limited to, card, internet Banking service, mobile banking application, computerized or telecommunication devices, and PIN and/or card used to access electronic services.

Participant	Means any person, corporation or organization situated outside or inside Cambodia, as the case maybe, directly or indirectly engaged in provision of electronic services or any goods/services in relation to the payment by card.
Number [PIN]/ Passcode/Password	It is a combination of 4 to 6 numeric characters the Bank or participant provides to cardholder or other user by assigned means to complete transaction, authenticate the cardholder or user, or access electronic services, in connection with use of card.
mBanking Application	One of the Bank's electronic services, it is kind of application providing the customer with access to sources of fund and array of banking services. Cardholder/user may download it, install it on his/her smart phone or a like, and register with the Bank to utilize it.
Response Code ( QR Code )	It is a 2-dimensional code used to store information in machine-readable form. It gives quick response if processed. This code is commonly used to process payment for goods/services/cash withdrawal in face-to-face environment, remotely, or on the internet.
Card-present transaction	An environment where both card and cardholder are present to complete a transaction at merchant outlet.
Card-not-present transaction	The merchant environment where both card and cardholder are not physically present to complete a transaction. Kinds of mail-order-telephone-order [MOTO], internet transaction, reservation services, and recurring or installment payment are classified as card-not-present transactions.
Merchant	Means any person, corporation, or organization providing goods/services and/or other electronic services under contractual obligations with the Bank, or other member, or any card scheme to accept card for payment of such goods/services.
Card transaction	Means any debit/credit treatment affecting the card/account balance as a result of ( but not limited ) payment for goods/services, fund movement from one card to another or account ( as the case maybe ), and adjustment.
Information	Means any information concerning monetary asset or other records of evidences related to the respective cardholder, or any user, or any transaction data in such respect.
Account	Means any individual or corporate account rightfully belongs to cardholder, which the cardholder have maintained with the Bank and nominated for card transaction settlement and includes any other additional or substituted accounts previously/currently belong to the cardholder.
Card account	Means any account the cardholder has linked with debit card for purpose of card transaction settlement.
Card balance	Means any balance of respective card to which is referred at any specific point of time. If card is linked with account for settlement purpose, as the case may be, account balance would also be referred to as card balance or vice versa.
Device	Any devices or materials capable of installing and compatible with the Bank's mBanking APP namely all kinds of smart phones, laptop computers, any device made for purposes of payment processing and/or entertainment.
Value added tax	Means any tax on goods or service the cardholder has consumed ( where the cardholder is obligated to pay under applicable law or entity providing goods/service requires the cardholder pay as agreed by between both, as the case may be ), including any other tax with similar nature that may replace it or to be levied in addition to it.

### 3. Use of card/PIN/passcode/password

#### A. Use of PIN and signature

The Bank shall deliver card and PIN to the cardholder in sealed envelopes. Upon receipt of card, the cardholder must sign on the card in the signature panel and change the PIN at any Bank's ATM prior to using it due to merchant's practice of signature

verification at their outlets. The cardholder must sign transaction slip/invoice, enter PIN or one-time password [OTP] when perform transaction depends on forms of transaction such as use of card at POS terminal or on the internet, etc. The Bank shall notify through appropriate medium should it requires the cardholder to enter one-time password to complete transaction. If the cardholder performed payment transaction from the card and signed transaction slip/invoice, entered PIN, or even without use of any form of authentication measure; it constitutes the cardholder's acceptance of these card usage terms and conditions.

B. Purchase of or application for card

The Bank may issue and/or sell cards at various in-stores if it deems appropriate so that the customer can purchase or apply for it. If purchaser has no intention to use the card him/herself, he/she should clearly explain the cardholder the card usage terms and conditions. Individual or entity forbidden, sanctioned, or blacklisted by regulators and/or competent authorities are not allowed to use the card.

C. Use of card

- a). Cardholder shall be liable every transaction originated from his/her card. The corporate cardholder may nominate the card user and authorize card utilization with its sole discretion. However, the authorized corporate cardholder shall remain liable for subsequent transactions. The cardholder of other types must not allow other person to use his/her card. In the situation where the card does not have sufficient card or account balance and if the serving merchant so agreed, the cardholder may make partial payment which equates his card or account balance and the remainder can be paid by other means. Should the cardholder and merchant agreed with such arrangement, the cardholder shall require merchant to clearly states on transaction document, e.g., invoice, how payment was made. The cardholder may use the card with electronic services to perform ( 1. ) card-present transaction making face-to-face payment in-stores, cash withdrawals at ATM and bank counters, money transfer; ( 2. ) payment transaction by processing quick response [QR] code; ( 3. ) card-not-present transaction making purchase or on the internet, mail order/telephone order [MOTO]; and ( 4. ) any other forms of card transaction the Bank will undertake to deploy and notify the cardholder from time to time. Use of card shall be aligned with limits on transaction amount and counts stated in **provision 4** of this card usage terms and conditions and other limits defined by Bank and/or other participants in transaction.
- b). In furtherance to limits the Bank defines, the Bank shall not be responsible for any declines, reject, refusal of cardholder's transactions due to limits and other restrictions set by other participants in such transactions.
- c). Use of card is strictly prohibited for the purposes of ( 1. ) Money laundering; ( 2. ) terrorism financing; and ( 3. ) any other activities the Bank reasonably believes against any local laws, other countries' laws, and/or United Nations' charters. If the Bank had solid ground to suspect that any transactions of the cardholder found to be in connection with the said purposes, the Bank has duly rights to delay, withheld, or refuse such transaction until valid evidence, reasons, and/or investigation result received by the Bank on demands.
- d). The cardholder shall retain invoices, receipt, and other relevant documents of each transaction originated from his/her card. The cardholder should inquire his/her card balance using the Bank's or other institutions' ATMs, the Bank's mobile banking application, the Bank's internet facilities, or calling the Bank's 24-hour service Call Center printed on the back of the card.
- e). The cardholder admits that each spending transaction is irreversible. Following transaction occurrence, if the cardholder have not received goods/services owing to merchant's cancellation of such transaction for some reasons, the transaction amount shall be returned to card originally participated in such transaction within 30 working days. However, in event that the cardholder has produced valid proof indicating that such transaction has no longer concerned with serving merchant or the participating merchant has provided the cardholder with a written cancellation, the Bank would return such transaction to the card within 5 working days following provision of true and complete proof to the Bank by the cardholder.
- f). Loss/theft of card/disclosure of PIN  
If the cardholder believes his/her card has been lost or stolen or PIN/passcode/password has been disclosed, the cardholder shall immediately report to the Bank's 24-hour call center using information provided in article ( 14.17 ) for assistance and to suspend it from unauthorized uses. All transactions originated from card prior to reporting to the Bank shall be cardholder's sole liability. In such circumstance, the cardholder should request the Bank to issue a new card/PIN/passcode/password for

replacement. If the cardholder recovered the lost card, the cardholder shall not continue to use it but destroy its chip and vertically cut it in pieces and send it to the Bank (if possible). The cardholder may claim against card transactions originated from such lost or stolen card by following measures stated in **Article 5. A. "Claims again lost or stolen card"**.

- g). Card validity: the cardholder must not use expiry card. The Bank has no obligation to process transaction initiated from such expiry card.
- h). The Bank is not responsible should merchant or any business establishment participating in transaction refuse to accept the cardholder's card for any reasons or should the cardholder experience technical problem caused by participants providing electronic services or by the card itself being blocked.
- i). Use of other card technologies
  - 1) The Bank may issue the cardholder the card that may be accepted at terminals with any kinds of card acceptance technologies as the Bank may inform the cardholder from time to time. Transaction might be performed from a terminal capable of reading card information from the EMV contact-chip, magnetic stripe panel, EMV contactless chip, or any other types of card technologies the Bank undertakes to prescribe for future use from time to time at its sole and absolute discretion. The Bank will notify the cardholder of the card utilization, activation, and authentication procedures in conjunction with use of respective card technology.
  - 2) In connection with card technology used at time of card transaction, the Bank may define and apply separate limits on card transaction using such card technology where the cardholder is not allowed to exceed them or required/not required to perform verification of cardholder's authenticity.
  - 3) Under this provision, use of such card technology shall be subject to new terms, modification, or changes that may affect the card usage terms and conditions thereof, which the cardholder will be informed of from time to time.

#### **4. Card transaction management**

##### **A. Limits on cash withdrawal from ATM or Bank counter**

The Bank may define limits on cash withdrawal transaction at ATM or Bank counters using the card without prior notice. The cardholder must not use or attempt to use his/her card to affect any cash withdrawal or any other transactions which would exceed predefined limits or available card/account balance.

##### **B. Limits on purchases**

The Bank reserves rights to define and modify the transaction amount and count in relation to use of card for purchases of goods/services without prior notice. If the cardholder needs purchase amount or number of transactions more than predefined ones under this provision, the cardholder should contact the Bank's call center or any Bank's branch for assistance. Should the cardholder made the request verbally the Bank may require the cardholder to provide written request within 07 working days following such request. The cardholder acknowledges that Bank may decline the cardholder's request at its sole discretion.

##### **C. Overdrawn and exceeding limits**

At its sole discretion and without prior notice to the cardholder, the Bank may approve, authorize, or allow any card transaction to be affected any time even though such transaction would result in card/account being overdrawn and/or the limits being exceeded. The Bank's decision allowing limits to be exceeded shall be irrefutable and binding up on the cardholder.

##### **D. Avoidance of card transaction exceeding limits**

The cardholder must make card transaction with the amount not exceeding available card/account balance and total payments/transactions made under any card shall not exceed the Bank's predefined limits. The Bank reserves the right to refuse any authorization request for any card transaction although such transaction may not cause any limits being exceeded.

##### **E. Freezing the requested transaction amount on card/account balance**

When the cardholder presents card transaction to the Bank for payment, the cardholder irrevocably authorizes the Bank to immediately freeze the amount in respect of such transaction at the time it receives such transaction request or notice. The cardholder hereby agrees that such frozen sum is merely an estimate of actual transaction and allows the Bank to reduce such amount from related card/account balance. For avoidance of doubts, the cardholder shall neither cancel such payment nor make use of such sum without the Bank's written consent. The Bank may continue to hold such amount up to 30 days or until the Bank

receives clearing and settlement advice from participants (whichever date and time earlier) after which it shall debit the card/account balance for full amount of actual transaction.

## **5. Cardholder claims**

### **A. Claims again lost or stolen card**

The cardholder permits the Bank to carry out investigation into any claims against card transactions the cardholder may make in connection with such lost or stolen card. The cardholder agrees to cooperate in such investigation. The Bank may require the cardholder to provide report, written declaration, and other information to back cardholder's claims. Moreover, if the cardholder's card transaction history shows unauthorized transactions, the cardholder shall notify the Bank immediately. Failing to do so within 60 days from transaction date, the cardholder deems to automatically relinquish rights to claims for any transaction amount. The cardholder agrees that the Bank's right and responsibility for unauthorized transaction is limited and will not hold the Bank liable for any unsuccessful claims. The cardholder shall strictly follow "Measure to resolve cardholder's claims" hereunder stated in this article to file his/her claims for resolution.

### **B. Claims again discrepancies**

The cardholder shall inquire his/her card/account balance frequently using available means the Bank has provided. If the cardholder believes that card usage has caused potential issues, the cardholder shall report such issues to the Bank not later than 60 days from transaction date. The cardholder shall strictly follow "Measure to resolve cardholder's claims" hereunder stated in this article to file his/her claims for resolution.

### **C. Measure to resolve cardholder's claims**

To help the Bank resolve any claims/disputes the cardholder must ( a. ) provide name and card number; ( b. ) explain the discovered discrepancies together with reason; ( c. ) disclosed questionable transaction amount in US Dollar Currency. Should the cardholder provide such information orally, the Bank may resolve the complaint within 02 working days. Should the cardholder is not satisfied with the solution, the cardholder shall provide written complaint in the Customer Complaint and Dispute Form or his/her inquiries within 07 working days. Following receipt of such claims from the cardholder, the Bank may resolve the complaint within 07 working days. In case such claim concerns participants in transaction ( but not only limited to financial transaction ), the Bank may need 30 days or more to resolve such claim. In such circumstance, the Bank will serve the cardholder the written or verbal ( if the cardholder is not capable of receiving written notice ) notice. The Bank shall not return disputed transaction amount to respective card/account until such claim has resolved and the disputed transaction was made ( i. ) without cardholder's negligence or confusion; or ( ii. ) with the mistakes of the Bank, Bank's employees, Bank's authorized agent or entities; or ( iii. ) with participating merchant's negligence and confusion; ( iv. ) with a mistake of merchant bank or card scheme; or ( v. ) with any other mistakes not committed by the cardholder. If the cardholder failed to file the claim to the Bank within 60 days from transaction date, the Bank will not be responsible for any loss of transaction amount. ( d. ) provide handful cooperation to the Bank to produce information, relevant documents of the disputed transaction, any proofs/evidence, and/or to assist in any investigation; or ( e. ) irreversibly authorize the Bank to take part in any discussion, investigation, analyze, and make decision in all circumstances the Bank deems necessary in a bid to resolve the cardholder's claims with concerned parties.

## **6. Obligations of the cardholder**

A. Cardholder shall be liable for all losses arising from transactions where card or card number was used by other person with or without the cardholder's permission.

B. Cardholder shall be totally liable for all transactions originated from his/her card concerning goods/services the cardholder has or has not received, or disputes eventually arising from those transactions. The cardholder shall directly resolve the disputes with participating merchant.

C. In case the participating merchant agreed to merchandise return or cancel any transaction ( for example, hotel room, cruise, boat, or vehicle reservation ), the cardholder shall request for written confirmation on refund from the merchant such as credit note. Should merchandise be returned to merchant, the cardholder shall require merchant to send acknowledgement of its consent to accept returned merchandise to the Bank. If the cardholder received such acknowledgement from merchant the cardholder can verify it with the Bank.

- D. In the event the cardholder unsubscribe any recurring service that the payment is made from his/her card ( for instance, subscription for membership on the internet, newspaper purchase, goods/services installment payment ), the cardholder shall write the contracting merchant and demand it to serve a written response, otherwise, the Bank deems the cardholder's acceptance of merchant debit instruction and post it to the card in respect of such transaction.
- E. The cardholder shall resolve disputes, issues, or remedy incomplete contractual obligations made between the cardholder and serving merchant/company resulting from underperformance of the card, disruption to complementary services to be automatically rendered to primary and/or supplementary cards.
- F. The cardholder shall be liable for loss and damages arising from services, subscription, recurring or installment payments, contractual obligations made for goods/service over the internet particularly loss or damages occurred due to ( i ) lack of knowledge about system, goods, services of the transaction; ( ii ) improper use of card; and ( iii ) purchase of goods/services prohibited by law or competent authorities.
- G. If the cardholder could not resolve the dispute or issues arising from any particular transaction with participated merchant after his/her utmost endeavor, the cardholder should request the Bank to claim transaction amount in part or whole. For avoidance of doubt, the cardholder should understand the critical extent of the disputed transaction which may incur financial loss if not properly and timely resolved. Therefore, the cardholder is obliged to inquire the Bank as early as possible in accordance with guideline for "cardholder claim" stated in this card usage terms and conditions. The cardholder shall be responsible for expenses incurred due to processing of disputes or issues the cardholder requested to Bank to help.
- H. The cardholder agrees that the Bank will not be liable to consequences ( including loss of profit ), extraordinary damages, significant or punitive damages. To avoid such consequential damages, the cardholder shall ( 1 ) maintain adequate card/account balance for intended card transaction and to avoid declines by the Bank; ( 2 ) take care of and maintain good status of card or account; and ( 3 ) immediately report to the Bank if card is lost or stolen to suspend it. Furthermore, the cardholder acknowledges that the following issues may hinder uses of the card and they are not responsibilities of the Bank:
1. the merchant refuses to accept card or provide goods/services for any reasons;
  2. the automatic teller machine at which the cardholder transacts does not have sufficient fund for dispenses;
  3. card acceptance terminal at which the cardholder transacts experiences poor performance;
  4. card/account balance has been frozen for some reasons;
  5. occurrence of force majeure events which are beyond the bank's capable control ( for instances, fires, flood, disruption of computer performance, telecommunication interruption );
  6. Transaction is not authorized for some reasons the Bank deems appropriate.
- I. Managing cardholder's card/account
1. Liability for non-authenticated card transaction  
For a sake of convenience and subject cardholder's authorization and preference, the Bank may at its sole discretion define transaction amount and number from the designated card below which the cardholder may not be required to enter PIN or sign the sales draft to complete transaction. The Bank shall undertake to inform the cardholder on such predefined limits from time to time. Should the cardholder accept such arrangement, the cardholder shall be liable for all unauthenticated card transactions including liability for lost/stolen card ( those transactions occurred prior to reporting the Bank on such lost/stolen card ).
  2. Liability for loss/stolen cards  
In connection with unauthenticated card transactions above stated in in article ( I, 1 ) of this provision, should the cardholder realized his/her card has been lost/stolen or the PIN has been disclosed without authorization, the cardholder's liability for unauthorized card transactions made after such loss, theft, or unauthorized disclosure of PIN until the cardholder notification to the Bank thereof shall be limited to predefined transaction amount and number only if the cardholder ( i ) immediately notified the bank; ( ii ) assists the bank in the recovery of the unauthorized charges; ( iii ) furnishes the bank with a police report accompanied with a written confirmation of the loss, theft, unauthorized disclosure and any other information the bank may require; ( iv ) until the bank is satisfied that such loss, theft, or unauthorized disclosure is no longer the cardholder due negligence or default.

### 3. Overdrawn balance

The Bank at its own discretion allows the cardholder's card/account to be overdrawn. The Bank may assess an overdraft charge and interest on balance being overdrawn at any time on the cardholder's card/account. The charge and interest on overdrawn balance shall be debited from the cardholder's card/account on a monthly basis or at any intervals as the Bank deems reasonable. The Bank reserves the rights to demand immediate payment of overdraft charge and interest on overdrawn amount as it deems appropriate.

J. The cardholder shall be liable for the balance due to the Bank on his/her card/account including all charges debited to his/her card/account arising from the use of the card in accordance with this card usage terms and conditions and other agreement between the cardholder and the Bank ( whether alone or jointly with other cardholders ) and shall pay the Bank such amounts on demand.

### K. Duties to prevent loss/theft/fraud

The card remains the Bank's property at all times and the cardholder must return to the Bank upon request. The cardholder must keep the card securely and ensure that the card/account number and PIN are not disclosed to any other person. The card shall be strictly used by the cardholder or nominated user and must not be transferred or pledged as security in any way.

### L. Cardholder's duties on notification

The cardholder shall notify the Bank immediately if ( i ) card has been lost/stolen/damaged; ( ii ) the PIN has been compromised; and ( iii ) there happen any other events which potentially encourage card usage or electronic services without the authorization. Any notification in respect of this provision shall be made through the Bank's 24-hour call center or in written form using contact information stated in article ( 14.17 ) of the card usage terms and conditions. After such reporting/notification, the Bank may suspend the card and/or electronic services at any time as the case may be. Cardholder shall notify the Bank about any modification of her/her personal data within 02 weeks after modification.

### M. Safe keeping of card and PIN

The cardholder shall take precautions to safeguard his/her card and PIN. The cardholder remains liable for all unauthorized transactions on his/her card until the cardholder notifies the Bank of the loss or theft of his/her card or disclosure of his/her PIN. Moreover, as card transactions may be affected via signature, the safekeeping of card is critical to prevent unauthorized use of the card. The cardholder must not allow any person to use his/her card to enter into any transaction.

## 7. Supplemental provision for debit card

### A. Card account linkage

The cardholder shall advise the Bank any account number(s) to be linked with his/her debit card. This account is shortly referred to as "card account". Cardholder permits the Bank to link such account with his/her card and to perform credit or debit treatment once transaction takes place. In such arrangement, account balance is also referred to as "card balance" interchangeably.

### B. Account balance

Account balance is stored, recorded, and managed by the Bank's system. The cardholder agrees in principal to allow the Bank to deduct from the balance of linked account for each transaction and applicable fees. It is hereby agreed that the cardholder shall not put or attempt to put through any transaction amount exceeding available balance.

### C. Change of card account linkage

Should the cardholder request the Bank to designate his/her another account in place of his/her existing card account and the Bank has approved such request, the cardholder's nominated account shall become the designated account ( hereinafter referred to as "Card Account" ). The Bank may determine the time it shall notify the cardholder of change becoming effective. The cardholder authorizes the Bank to transfer all frozen sums on the previous card account(s) to the new card account without demur.

### D. Holding of card account balance

Unless the Bank has consented in written form, the Bank is entitled to hold the card account balance for up to ninety ( 90 ) days following the card account closure date ( whether closed by the Bank or the cardholder ). The Bank's rights after termination of card account shall continue to exist as if the card account of the cardholder operates as normal until overdrawn amount, overdraft

charges, interest charge (if any), card transactions affected before and after termination or card account closure are totally settled. The cardholder's and other user's (if any) liability after such termination will continue until their obligations will be completely fulfilled. Should his/her card account balance is not sufficient to offset any moneys owed to the Bank under this provision, the cardholder shall make additional deposit until such amount is totally recovered by the Bank.

E. Joint card account

Any account holder may request the Bank to issue other card for his/her nominated person(s) and link with account he/she singly owns, the arrangement that makes the designated card account a joint card account. Under this circumstance, the next cardholder is not a supplementary cardholder but the primary cardholder and the account holder shall retain all rights to manage his/her account in respect of terms and conditions applied on such account. However, the cardholder who is the account holder will be liable to extent above stated in the article (D) of this provision. All cardholders of the joint card account are jointly and severally liable for use of card.

**8. Supplemental provision for prepaid card**

A. Prepaid card fund top up

Top up your card: Once the card issued, cardholder may top up his/her card at any time at any counter, on internet banking site, at ATM, mobile banking app, or any agent of the Bank. Cardholder shall comply with top up limits and agree to pay applicable fees stated thereof. Cardholder agrees to present card and produce required identification to complete load transaction.

B. Card balance

Card balance is stored, recorded, and managed by the Bank's system. The cardholder agrees in principal to allow the Bank to deduct his/her card balance for each transaction and applicable fees. It is hereby agreed that the cardholder shall not put or attempt to put through any transaction amount exceeding available card balance.

**9. Supplementary card**

The primary card [holder] may request the Bank to issue supplementary card to any person he/she nominates. The Bank only authorizes primary card profile to accommodate supplementary card(s). The nominated person shall apply for card(s) from the Bank separately with the primary cardholder's written authorization. To this extent, the primary cardholder shall (a.) irrevocably authorizes the supplementary card(s) perform card transaction by drawing down from his/her card/account balance, whichever is available; (b.) be liable for use of supplementary card(s) and breaches by his/her nominated cardholder(s); (c.) notify the Bank immediately to cancel the card should the cardholder no longer allow the nominated cardholder to use the [supplementary] card(s) and return it/them to the Bank; and (d.) settle all financial obligations of the nominated cardholder arisen prior to cancellation.

**10. Use of card with mobile banking application**

A. Registration

The Bank shall determine (1.) card types to be allowed for registration to use mBanking app (2.) one or more cards the cardholder can register to use mBanking app depend on good standing status of the card. The Bank may decline the cardholder's registration requests, suspend account, block, delete, cancel, or revoke the card(s) registered to use mBanking app. The Bank shall not be responsible for failed registration due to reasons beyond its control.

B. Cardholder's authenticity verification

To use the mBanking app, the cardholder shall (1.) register the mobile telephone enabling the bank to send the cardholder a one-time password "OTP" during registration process. The cardholder shall enter an OTP to complete registration and determine cardholder's authenticity; (2.) log on to mBanking app using authentication method he/she has chosen, for example, finger print or PIN; (3.) enter PIN to complete every transaction. However, the Bank may define transaction amount and/limit below which it does not require PIN; and (4.) be liable for all consequences related to card arising from use of the Bank's mBanking App even without PIN, passcode, password, nor use of the other authentication.

C. Use of mobile banking application

- a. The Bank's mBanking App is one of the Bank's electronic services enabling the cardholder to download it from assigned location, install it on cardholder's device such as smart phone, and use it to perform transaction.



- b. Use of card with mBanking App would require storage of card information on cardholder's device and/or its accessories. The Bank is not responsible for any misuses or incidents on such information. The cardholder is strictly and solely responsible for confidentiality of such information and securing each device and must not authorize any person to use his/her mBanking App to perform any card transaction.
- c. The cardholder must ( a. ) Uninstall the Bank's mBanking app along with registered card information if he/she no longer uses the device. ( b. ) report to the Bank immediately if he/she has lost the device and provide telephone number, registered card number, and other information the Bank may need, through the Bank's 24-hour customer service hotline; and ( c. ) only install the Bank's mBanking app and register card on device cardholder believes to have no security breach. The Bank has no responsibility for loss, damage, or expense that result from breach by the cardholder under this clause.
- d. mBaking app utilizes mobile carrier usually propagated from wireless or connected telecommunication networks, which cardholder would anticipate cost structure, hindrance, services, accesses, restrictions. These effects would impact performance of mBanking app and are beyond the bank's reasonable control, thus, the Bank assumes no responsibility for any consequences. Moreover, the Bank makes no warrant that its operability and functionality are or will always be available to complete transaction; nor the merchant will always accept payment using mBanking app; nor it meets the cardholder's expectation without distraction.
- e. The Bank may at any time without prior notice to the cardholder determine and vary the frequency and transaction limits, operating hours, types of facilities and services available through electronic services.
- f. The cardholder will be responsible for all transactions made by the use or purported use of mobile banking application by any person, with or without the cardholder's authorization, knowledge or consent, and may not claim against the Bank in respect of any such use or purported use.
- g. The Bank may, at any time, without prior notice the cardholder/user and without stating any reason, and without any liability for inconvenience, loss, damage, or injury suffered by the cardholder/users or any third party ( 1 ) limit, suspend, or terminate any or all of mobile banking services/functions; ( 2 ) disallow or allow any transaction subject to such conditions as the Bank deems reasonable; or ( 3 ) revoke or suspend the cardholder's/ user's right and authority to use mobile banking application; or ( 4 ) retain or reject any card/PIN.
- h. Any claims against or disputed transaction with participant are to be settled between the cardholder and the participant. The bank may resolve by processing dispute resolution, however the cardholder will not claim against the Bank in this respect.

#### **11. Termination of use of card/account**

##### **A. The Bank's termination rights**

The Bank may terminate the card/account usage or electronic services at any time without any reasons and/or prior notice to the cardholder. If card/account terminated, the cardholder shall not use or attempt to use the card and/or PIN, otherwise, such attempt would be considered as fraud and subject legal action at the Bank's sole discretion. The Bank may also request the cardholder to return the card and will not refund any fees the cardholder has paid.

##### **B. Cardholder's termination rights**

The cardholder may terminate his/her card/account usage or electronic services at any time by serving the Bank a written notice and return the card ( vertically cut in pieces with its chip destroyed ) to the bank. Following his/her termination, the cardholder shall not use or attempt to use the card and/or PIN, otherwise, such attempt would be considered as fraud and subject legal action at the Bank's sole discretion. The bank will not refund any fees the cardholder has paid.

##### **C. Obligation upon termination**

After termination of card/account usage for whatever reason, the cardholder shall not continue to use his/her card. The cardholder's obligations will continue and the Bank shall be entitled to debit card/account or any other account the cardholder maintains with the Bank for overdraft charges as well as card transactions that are occurred before and after the termination. The cardholder ( and any other users whose name is maintained with the bank, if any ) shall remain liable to the bank until such transactions, any overdrawn balance, and/or overdraft charges that may be imposed in the manner stipulated in clause "Overdrawn balance" are paid in full.

## 12. Confidentiality and disclosure

- A. The Bank undertakes to keep confidential information regarding the cardholder, cards, transaction and its related information. However, the Bank has all rights and obligations to divulge all information regarding the cardholder for the purposes of (i.) assisting the participants in transaction, provision of electronic services, and the cardholder to complete the transaction, not only limited to financial transaction; (ii.) fulfilling the Bank's legal obligations in connection with products/services it offered to the cardholder; (iii.) responses to information requests made by regulators and/or competent authorities; (iv.) marketing or promoting any products/services by any person or organization whether directly or indirectly work with the Bank; (v.) securing for the cardholder's benefits, collecting and recovering on the bank's behalf any repayment on the cardholder's behalf any sum of money the cardholder may have owed the Bank by any person, entity, or organization; (vi.) performing electronic services by any person purported to be the cardholder or a user; (vii.) sending or delivery of communication to cardholder's last known address or any addresses on the Bank's files by any person or organization the bank may engage to provide such service. For the purpose of this clause, communication shall include all forms of direct mailers and advertisements (include messages printed on envelopes with Bank's name and logo); or (viii.) complying with requirements of card schemes to which the Bank is the member in any forms and other third parties engaged in provision of products/services to the cardholder such as (but not limited to) provision of the cardholder's registered phone number to third party to forward one-time PIN to cardholder to complete e-commerce or other types of transaction and any other legal obligations of them.
- B. The cardholder acknowledges that (1) there might be inadvertent disclosure of information by the Bank and/or any of its officials in the course of providing information relevant to card transactions made or purported to be made by the cardholder and cardholder consents to such inadvertent disclosure; and (2) equipment and software providers, service provider, network providers (including but not limited to telecommunication providers, internet browser providers, internet access providers) and other third parties may have or be able to gain access to any information transmitted over the relevant systems, and cardholder agrees not to hold the Bank liable in any way in this respect.
- C. In accordance with disclosure permitted under this card usage terms and conditions, neither the Bank nor any of its officials shall be liable for any loss or damage that may have suffered the cardholder as a result of such information disclosure.
- D. The cardholder agrees to cooperate and provide the Bank with any information or documentation it may reasonably request in relation with use of the card/account or the electronic services for the purpose of related investigation or litigation.

## 13. Governing law and dispute resolution

Card usage terms and conditions are made and interpreted in accordance with laws of the kingdom of Cambodia. Disputes or claims arise as a result of card usage and interpretation controversial to this card usage terms and conditions shall be resolved amicably and finally subject to decision of Cambodia court.

## 14. General terms

### 14.1 Fees and charges

- A. Fees collected by owner of card acceptance device: Please refer to the Bank's latest fees and charges details. Cash withdrawal transaction at ATM machine or POS terminal (manual cash disbursement) which does not belong to the Bank might be subject to additional charge assessed by participants in provision of such service and the Bank shall not make any subsidy for the cardholder. If assessed, additional charge might be directly debited from the card/account balance.
- B. Fees and charges assessed by transaction processing parties: Prior to making any transaction, the cardholder should check his/her card or account balance to ensure sufficient balance and card/account good standing for intended card transactions. The cardholder acknowledges that failure to do so would constitutes his/her negligence which may incur fees and charges assessed by parties participate in processing the cardholder's transaction (for example, transaction processing fee and penalty on declined transaction due to insufficient card/account balance or card/account not in good standing). In such circumstance, the Bank reserves the right to collect such fees and charge from the cardholder with its sole discretion.

### 14.2. Changes to fees and charges

The Bank reserves the rights to add, cancel, or alter any fees and charges (collectively referred to as "Pricing Modification") it

deems appropriate. The Bank will notify the cardholder on pricing modification prior to its effect through the Bank branches, website, mobile banking application, short message services, or communication channels or media which the banks believes practicable. For avoidance of doubt, the cardholder should inquire the Bank or navigate to the Bank's website for access to latest fees and charges the cardholder shall pay before performing transaction. Once the notice becomes effective, the cardholder deems to have been informed of such notice and understood such pricing modification. The Bank shall not adjust or refund any fees and charges assessed from the cardholder once pricing modification becomes effective.

#### 14.3 Merchandise return and refund

- A. If merchant agreed to refund the cardholder any particular transaction ( whether the cardholder is required to return merchandise ), the Bank will credit such refund amount to cardholder's card/account within 5 working days ( excluding holidays and weekend days ) counting from date of receipt of such refund.
- B. Should the cardholder no longer uses the card and claims the card remaining balance the cardholder shall visit the nearest bank branch or contact the Bank's call center for refund processing.

#### 14.4 Currency exchange rates

The Bank issue cards for use with US or Khmer currency or other currencies the Bank may reasonably notice the cardholder from time to time. In the event of transaction currency is different from card currency, the Bank or participant shall convert transaction amount into amount of card currency before posting it to cardholder's card/account. Where transaction having currency different from card currency was successfully performed, the cardholder deemed to recognize and accept foreign exchange rates of such transaction currency together currency exchange fees the Bank has mandated the cardholder to pay.

#### 14.5 Transaction documents

- A. At the time of transaction, the cardholder shall collect and maintain valid documents such as invoice, deposit slip, payment receipt, warranty, contract, credit/discount note, payment plan, and whatsoever valid and relevant transaction documents ( collectible and maintainable ). All these documents are collectively termed "**Transaction Documents**" which the cardholder deeply understands that they would help in transaction verification and be material evidence to support any litigation eventually arises out of related transaction. Failure to collect and maintain transaction documents or inadequately maintain them in the cardholder's possession would be contemplated the cardholder's carelessness which the Bank shall not be responsible for the resulting consequences.
- B. Any records in electronic forms or paper base relating to card transaction with the cardholder's signature or authenticated with the cardholder's PIN/passcode/password are deemed to be conclusive evidence of their accuracy and authenticity and for all purposes shall be binding on the cardholder. The cardholder shall notify the bank immediately should he/she discover any errors in any card/account statement. Failing to inform the bank of any errors within 60 days from transaction date, the content of the card/account statement shall be conclusive and binding on the cardholder.

#### 14.6 Card statement and communication

The cardholder may request card statement from the bank in electronic form or paper base. The primary cardholder is allowed to request supplementary card statement whose cardholder is under his/her responsibility. However, the Bank does not permit the cardholder of supplementary card to request primary card statement. The Bank may assess card statement request fee and send card statement to cardholder to ( 1 ) any bank branch to which the cardholder has requested for easy collection; ( 2 ) email or facsimile to which the cardholder has requested; or ( 3 ) mobile banking application or other systems capable of delivery.

- 14.7 The card usage terms and conditions is made in Khmer ( hereinafter referred to as "Khmer counterpart" ) and/or English or in other languages ( each version is referred to as "counterpart" ) with the Bank's sole discretion. The Bank may provide the cardholder with any counterpart upon request or publish it on its website for download. In the event of inconsistency between the counterparts, the Khmer counterpart shall prevail.

#### 14.8 Set off and consolidation of account balances

Should the cardholder default any repayment due to be made in favor of the bank, the bank shall be entitled without prior notice to the cardholder combine at any time the balances in any of the cardholder's accounts maintained with the bank ( whether matured or not ), or transfer any sums from the cardholder's account, to offset any such repayment regardless of card/account

or electronic service usage termination. In case such offset concerns with foreign currency where conversion from one currency to another is required, the bank shall make necessary conversion at its prevailing currency exchange rates. The cardholder shall not recover from the bank any loss resulting from such conversion.

#### 14.9 Miscellaneous

##### A. Cardholder's instruction or request

All cardholder's instructions, requests, inquires (altogether referred to as "Instruction") shall be made in writing and signed by the cardholder. The Bank may choose to receive any instruction the cardholder made through electronic mail, facsimile transmission, or hand delivery. In case instruction is made through the telephone, such instruction shall be deemed to have been given by the cardholder even if the cardholder had not actually given such instruction. For avoidance of doubt and at its sole discretion, the Bank may record telephone conversation between the serving official of the Bank and the cardholder for the purpose of fulfilling the cardholder's instruction. Any non-written instruction shall be given to the Bank at cardholder's risk and the Bank shall not be responsible for any loss or damage the cardholder may suffer.

##### B. The bank may provide the cardholder at its sole discretion, additional services, benefits or programs in connection with the use of card(s). Where provided, such additional services shall not form part of the Bank's legal relationship with the cardholder and the bank may withdraw or change these services at any time without prior notice to the cardholder. Such services, benefits, or programs may be subject to their own terms and conditions the bank shall undertake to notify the cardholder as appropriate.

#### 14.10 Documents delivery

The Bank may serve the cardholder via ordinary post by leaving it at the cardholder's registered addresses (whether a post office, private, or business address) with a writ of summons, statement of claims or any other legal document. The cardholder shall be considered to have been properly served on the date of delivery if made in person by the bank's official, or served a day after posting date if posted to the cardholder. Moreover, the Bank may use other delivery method permitted by law.

#### 14.11 Indemnity

The cardholder will indemnify the Bank against any liability, loss, damage, including solicitor and client cost and expenses (legal or otherwise) which the Bank may sustain or incur, directly or indirectly, due to having made available the card or electronic services or having enforced this card usage terms and conditions against the cardholder, enforcement of its rights under this card usage terms and conditions, or in executing any cardholder's instruction in relation to the card or the electronic services, or any negligence, or fraud and/or misconduct on the cardholder's part or on the part of any agents or representatives of the cardholder or the cardholder's breach of this card usage terms and conditions.

#### 14.12 Severability

If any provision of this card usage terms and conditions is found unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this card usage terms and conditions and rendered ineffective where possible with no impact on the remaining provisions of this card usage terms and conditions.

#### 14.13 Waiver

Under this card usage terms and conditions, no failure to exercise nor any delay in exercising any rights or remedy by the Bank, shall constitute the waiver thereof, nor shall any single or partial exercise of any rights or remedy further prevent other exercise thereof or the exercise of any other rights or remedy.

#### 14.14 Words importing the singular include the plural and vice versa; words importing the masculine include the feminine or neuter gender and vice versa; reference to the persons are to be construed an individual, company or trust as the context requires. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision therein.

#### 14.15 Value added tax and other taxes

The cardholder shall be responsible for value added tax on goods/services and/or all related taxes imposed on or payable by the cardholder in respect of any amount required to be paid under this card usage terms and conditions; arising from the cardholder's card transaction, use of electronic services, and/or any other obligations. As the case may be, the Bank shall be entitled to debit such tax to card or debit the amount from the cardholder's card/account.

14.16 Reversal of payment entries

Should the Bank has made any payment as a result of use of electronic services by the cardholder, ( 1 ) which the card/account was consequently debited, but such debit was reversed in error or the card/account was not debited at all; ( 2 ) or any payment instruction was given on the card/account before such instruction was honored; then the Bank shall be entitled to correct such record of card/account by ( a ) debiting the card/account with the amount paid by the bank; or ( b ) by dishonoring or returning cheques or such other instrument and reversing the payment instruction, if there is insufficient fund available in the account, as the case may be.

14.17 Assistance of Call Center

The cardholder can inquiry, report, or make/provide requests/instruction to the bank's 24-hours call center through the following information:

- Call Center, 5th floor, #33C-D, Street 169, Sangkat Veal Vong, Khan 7 Makara, Phnom Penh, Kingdom of Cambodia. P.O Box: 114 PNH; URL: [www.ftbbank.com](http://www.ftbbank.com), [www.facebook.com/ftbcambodia](http://www.facebook.com/ftbcambodia).
- Swift: FTCKHPP;
- E-mail: [cardcenter@ftbbank.com](mailto:cardcenter@ftbbank.com);
- Tel: +855-23-862111;
- HP: +855-77-666803; +855-77-666801; +855-93-456805;
- Fax: +855-23-999087.