

## TERMS AND CONDITIONS OF ACLEDA CARD AND VIRTUAL CARD

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### 1. General Conditions

Terms and Conditions of ACLEDA card or “Terms of Using Card” is an agreement or contract between you and ACLEDA Bank Plc. in relation to the use all types of ACLEDA card, including virtual card. It is designed in additional use with “companion brochures” and “Fees & Limitations of ACLEDA card”.

When you agree to use ACLEDA Card service, it mean that you have explained and guided or read by yourself, fully understands all the conditions of this Agreement. Moreover, responsibility for your ACLEDA card usage and agrees with other conditions such as Fees Charge, Limit transaction of ACLEDA cards service that officially launched by ACLEDA Bank Plc., and this Agreement will be effective.

We may change the terms & conditions and fees of ACLEDA card at any time subject to applicable law and/or real situation. Except as indicated herein, we will inform you the changing that affect to your rights and obligations (by any appropriate way or possibility of the Bank).

Throughout this publication, the words “You”, “Your” and “Yours” refer to the customer, cardholder or the ACLEDA card users.

“We”, “Us”, “Our” and “the Bank” refer to ACLEDA Bank Plc.

### 2 ACLEDA Plastic Card

#### 2.1 Type and The use of ACLEDA Card or Plastic Card

##### 2.1.1 ACLEDA Debit Cards consist of:

- ACLEDA ATM Card and ACLEDA Gold Card: can make cash withdrawal-deposit, fund transfer, mobile top up, and payment to credit card via ACLEDA ATM/CRM, goods-services payment via ACLEDA POS/E-Commerce, cash withdrawal at Bank counter via ACLEDA POS and term deposit via TDM.
- i-bank PayBand: can make cash withdrawal-deposit, fund transfer, mobile top up, and payment to credit card via ACLEDA ATM/CRM, and other payments via ACLEDA POS, with contactless system.
- Co-brand Debit Card: can make transaction the same as “ACLEDA ATM Card”.
- ACLEDA International Debit Card consist of: ACLEDA VISA Debit Card, ACLEDA MasterCard Debit Card, ACLEDA JCB Debit Card, and ACLEDA UPI Debit Card and can perform the following operations:
  - Withdraw, deposit, transfer, top up, and pay for credit card via ACLEDA ATM/CRM,
  - Withdraw cash via ACLEDA LAOS’s ATM machines or Other Banks’ ATM Machines (local and overseas),
  - Withdrawal cash at Counter via ACLEDA’s POS and Other Banks’ POS (local and overseas),
  - Pay for goods-services via POS/E-Commerce of all other commercial banks with VISA, MasterCard, JCB, UPI logo in the world,
  - Transfer from ACLEDA VISA/MasterCard Debit Cart to other bank Debit/Credit Card (local and overseas) via ACLEDA ATM/CRM or ACLEDA mobile Super App,
  - Receive fund transfer-in from various customers (local and overseas), and
  - Request to issue card, block card, unblock card, modify daily withdrawal amount, modify daily payment, modify daily transaction, view card transaction history, view summary account transaction history, and close card via ACLEDA mobile Super App.

##### 2.1.2 ACLEDA Credit Cards consist of ACLEDA VISA Credit Card, ACLEDA MasterCard Credit Card and can perform the following operations:

- Withdrawal, deposit, top up, and payment to credit card via ACLEDA ATM/CRM,
- Withdraw cash via Other Banks’ ATM Machines (local and overseas), and make cash withdrawal at Counter via ACLEDA POS and Other Banks’ POS (local and overseas),
- Receive payment credit card and mobile top up via ACLEDA mobile Super App,
- Pay for goods-services via ACLEDA mobile Super App by scan QR code or POS/E-Commerce of all commercial banks with VISA and MasterCard logo in the world,
- Transfer to other banks’ VISA/MasterCard Debit Card and VISA/MasterCard Credit Card (local and overseas) via ACLEDA ATM/CRM or ACLEDA mobile Super App,
- Receive fund transfer-in from various customers (local and overseas), and
- Block card, unblock card, modify daily withdrawal amount, modify daily payment, modify daily transaction, view card transaction history and account summary via ACLEDA mobile Super App.

2.1.3 ACLEDA Consumer Card: can make transactions the same as “ACLEDA ATM Card and ACLEDA Gold Card” as mentioned in point 2.1.1 above.

2.2 Conditions for customers to receive the ACLEDA Card or Plastic Card

2.2.1 ACLEDA Debit Cards

ACLEDA Debit Card provided to customers with primary card and supplementary card. The primary cardholder may request a supplementary card to relatives who are minors under the age of 15 according to the actual needs.

✚ To obtain the primary card, you are a Cambodian or foreigner who is an adult over the age of 15 years, you must do the following:

- Must have a source account at ACLEDA Bank Plc., which can be saving account, current account, and demand account.
- Must comply with the principles and conditions of the ACLEDA Bank Plc., in force.
- Must request debit card at the office or via ACLEDA mobile Super App.

✚ To obtain the supplementary card, you are a minor under the age of 15 years, you must be provided to the bank with the following conditions:

- Documents confirming the relationship between the primary cardholder and the supplementary cardholder.
- Khmer identity card, passport, birth certificate or other valid identification card.
- Fill out ACLEDA Digital Services and other bank-required validity documents.

✚ For the Co-brand Debit Card, you can apply through the company/institution, ministry, department, relevant unit, with support documents and other additional information as determined by them.

2.2.2 ACLEDA Credit Cards

ACLEDA Credit Card provided to customers with primary card and supplementary card. The supplementary card is provided at the request of the primary cardholder according to the actual requirement in accordance with the terms of Bank. ACLEDA Credit Card is provided to the following customers:

✚ Individual:

- You are an adult over the age of 18 years for primary cardholder and under the age of 15 years for supplementary cardholder.
- Must have identification documents that are still valid in accordance with the laws of the Kingdom of Cambodia.
- Must have bank account for repayment and check account's transaction.
- Must follow credit term and condition, and credit approval from the bank.

✚ Corporate:

- Must assigned or authorized in written to the representative as legal person from 18 years old up for using ACLEDA credit card.
- The authorized and representative of the corporate must have valid legal ID.
- Must provide corporate's valid documents such as: statute, memorandum, MOC certificate, company operating licence and other needed documents.
- Must have bank account for repayment and check account's transaction.
- Must follow credit term and condition, and credit approval from the bank.

2.2.3 Consumer Credit Card

Consumer credit card provided to customer as follow:

- Must be an adult over the age of 18 years.
- Must have valid legal ID follow law of Cambodia.
- Must have bank account for repayment and check account's transaction.
- Must follow credit term and condition, and approval overdraft credit line from the bank.

**3 ACLEDA Virtual Card**

3.1 ACLEDA Virtual Card refer to the digital card information of ACLEDA Bank Plc. to use for goods-services payment via online shopping with a safety via ACLEDA mobile Super App.

3.2 Type of ACLEDA Virtual Card as following:

- VISA ACLEDA Virtual Card;
- MasterCard ACLEDA Virtual Card;
- JCB ACLEDA Virtual Card
- UPI ACLEDA Virtual Card

- 3.3 ACLEDA Virtual Card is generated by bank account through an Individual Deposit Account and Join Account in USD or KHR, which is linked to ACLEDA mobile Super App and with or without using ACLEDA debit card.
- 3.4 Currency types: Type of ACLEDA Virtual Card as VISA, MasterCard and UPI, there are USD currency. For ACLEDA JCB Virtual Card, there are USD and KHR currency. In case you pay in another currency, the system will exchange the money according to the official exchange rate of the International Financial Institution (VISA, MasterCard, JCB and UPI) at the time of payment.
- 3.5 Card Validity: Each ACLEDA Virtual Card is valid for 03 years from the generated date. For expired cards, the card information is no longer used and will be removed from ACLEDA mobile Super App. If you intend to continue using the card, must generate a new one.
- 3.6 When entering correct information during creating a virtual card, the system will generate a 16-digit card numbers, expiry date, 3-digit code (CVV2/CSV) and amount.
- 3.7 This virtual card can be used to purchase and pay for goods-services in Internet/Online Shopping via E-Commerce both in local and abroad around the world. For operate via ATM/CRM and POS are not allowed.
- 3.8 You must reserve a sufficient or excessive account balance every time you generate a card and pay for goods-services. The ACLEDA Virtual Card that has been generate is not immediately deducted balance from the source account. The balance in ACLEDA Virtual Card is deducted from saving account balance if you use ACLEDA Virtual Card to make goods-services payment via internet system.
- 3.9 You can modify amount of ACLEDA Virtual Card created to new amount or limit daily transaction for online payment as needed and view daily card transaction via ACLEDA mobile Super App.
- 3.10 You can block or unblock ACLEDA Virtual Card via ACLEDA mobile Super App or contact to the ACLEDA Bank Plc's Call Centre or come to the nearest ACLEDA Bank Plc's office.
- 3.11 You can close or cancel your ACLEDA Virtual Card, which is not required to use via ACLEDA mobile Super App or come to the nearest ACLEDA Bank Plc's office.

#### **4 Your Liabilities**

- 4.1 You must liable for all transactions occurred from using of the card information especially the transactions via internet service even the authorized or unauthorized from cardholder.
- 4.2 You must liable for all expanse and other services fee included not follow the condition of using card of supplement card owner. Primary card and supplement card have the same daily transaction limited, so owner must responsible for all transactions related to primary card and all supplement cards include the inform or request to bank to cancel those cards.
- 4.3 Card information including card number, expiry date, security code (3-digit at card back), and PIN must be kept personally and shall not be disclosed to any third party or by any means whether intentionally or unintentionally. The owner or supplement card should not write or notify PIN at any place or manner where is accessible by any third party. You must responsible for any unauthorized withdrawal transaction or other transactions of the card due to your negligence in keeping or using the card and not freezing or confiscating the card in a timely manner.
- 4.4 You must immediately report to our call centre via: +855 (0)23 994 444, +855 (0)15 999 233 and confirm to our bank's office in writing as soon as possible when the card was lost/stolen or you can freeze or block your card by yourself via ACLEDA mobile Super App at 24/7. You will be responsible for all transactions effected by card using until such notification. After receiving any request for solution, the Bank will notify you within 3 business days of any non-immediate response.

#### **5 PIN and Security Conditions**

- 5.1 You are required to create your own PIN consisting of 6 numeric digits.
- 5.2 The following PIN rules shall be applied:
  - Do not use sequential digits e.g. 123456, or 987654,
  - Do not repeat digits more than 3 times e.g. 999999,
  - Do not use your mobile phone number,
  - Do not use your date of birth or the family member's date of birth,
  - Do not use any number publicly known and easy to guess as a PIN.
- 5.3 When you activate card via ACLEDA ATM/CRM, the first PIN will be send SMS to your phone. After your access, you are required to change the PIN that receive from the bank via ACLEDA ATM/CRM to new PIN, which has 6-digits.
- 5.4 Do not allow any person to use your own card or PIN.
- 5.5 Do not allow your PIN to be accessible by any other person. In case of suspicion, you must change your PIN immediately.
- 5.6 Enter your own PIN correctly.
- 5.7 If you incorrectly try your PIN 3 times you will be locked out of your card.

- 5.8 Your card information is privacy such as card number, PIN and security code (3-digit at card back) ...etc. you shall understand that there is no ACLEDA employees who will communicate with you to ask for your privacy.
- 5.9 You must not show card information to anyone except the transaction by E-commerce (Online Shopping /Internet); you must use card information such as: card number, expiry date, security code (CSC/CVV2) and 3Ds secure code or OTP which is taken out from your phone's message inbox or created by Hard or Soft Token.
- 5.10 For using all kind of ACLEDA Card for any payment you must practice as following:
- Do not let anyone know, tell or see the card information when using it. Every time you enter card information via E-Commerce Service or online shopping, make sure that no one steals.
  - You need to clearly understand and read the website/app information to operate with before deciding to enter the ACLEDA Card information.
  - You do not have to operate with an unknown or unreliable website/app to avoid any possible risks. Otherwise, you may face the loss of money and it is your own responsibility.
  - You must not fill information, answer any e-mail or query questions in order to complete and confirm the information or User Name and Password unless you have been in contact or trusted the source.
  - At the time of online payment, a 6-digit verification code (3D secure code/OTP) will be sent via SMS or Soft/Hard Token to you for confirming the order transaction or goods-services payment.
  - If there is a suspicion or knowing that your card information has been know or stole, you must block the ACLEDA Virtual Card by yourself through the Block Card menu of ACLEDA mobile Super App or you may notify the bank immediately to detain or take technical action to prevent fraudulent transactions. If the notification is made by telephone, it must be confirmed in writing at the nearest ACLEDA Bank Plc.'s office within 02 (two) working days of the bank.

## **6 Cash Withdrawal or other payment**

- 6.1 During cash withdrawal or payment, you must clearly verify the amount before leave the machine or immediately finished the online transaction.
- 6.2 Cash withdrawal or payment in different currency from the account currency must be complied with the exchange rate set by ACLEDA Bank Plc. or VISA/MasterCard/JCB/UPI Institution.

## **7 Cash Deposit**

- 7.1 You can make cash deposit into your bank account via cash recycling machine (CRM) with i-bank PayBand or any kind of ACLEDA debit cards such as ACLEDA ATM/Gold Card, ACLEDA Consumer Card, Co-brand Debit Card and ACLEDA VISA/MasterCard/JCB/UPI Debit Card.
- 7.2 You can make cash deposit in KHR or USD currency only. If the currency of source account is Thai Baht, the system will convert those to the currency of the account automatically in accordance with the prevailing exchange rate of ACLEDA Bank Plc.
- 7.3 You shall ensure the qualities of the banknote by not deposit such unfit note as dirty, wet, slippery, cracked, rolled, old, torn or hole, taped or not workable at the market such as broken 3D or bell/number 100 with has a little or no movement (for US dollars) via CRM. The Bank is not responsible for any damage or faulty caused from not applying these terms and conditions.
- 7.4 You have to count, check and verify your money in sufficient and order them properly by separating them in different bundle such as USD10; USD20; USD50 and USD100 or KHR10,000; KHR20,000; KHR50,000 and KHR100,000 before making cash deposit via CRM.
- 7.5 You must not be allowed to deposit the counterfeit note or copy note. You must be fully responsible for counterfeit note or copy note transaction under the law applicable in Cambodia unconditionally or any reason.

## **8 Fees, Interest, and other Expenses**

- 8.1 Monthly/Yearly Fee, the Bank will charge from the issuing date although you are late to accept the card.
- 8.2 Request new card to replace the damaged, stolen or lost card etc. may require for fee payment set by the Bank. The monthly/yearly fee, which is already deduct from the old card, will not be replaced for the new card fee.
- 8.3 The Bank reserves the rights to charge fee and destroy the card if it has not been received for more than 6 months after the issuing date.
- 8.4 You must maintain sufficient funds to support transactions and other service fees set by ACLEDA Bank Plc. In the event that the account balance is zero for more than one year, the bank reserves the right to cancel the card.
- 8.5 The Bank has the unanimous at any time and without prior notice or liability to account for loss of interest, the right to deduct balance from the customers' accounts to pay debts, payments, expenses, penalties and other fees owed by bank and other fees or adjust on the settlement resulting from the technical error, whatever description with the Bank. In case customer's account has insufficient fund, the Bank will inform customer to deposit sufficient amount.

- 8.6 The fees charge may change in accordance with the requirements of ACLEDA Bank and our partner. For the amount of the Refund transaction, you authorize the bank to deduct the fee in accordance with the principles of our international partner.
- 8.7 For credit card holder, fees and interest shall be applicable in accordance with the operating manual on ACLEDA Credit Card and the loan contract between credit cardholder and the Bank.

## **9 Disputes Resolution**

- 9.1 If any issues are concerned with account balance through your card, please inform the Bank within 30 working days after the transaction date. In case you are late to inform, the Bank reserves the rights not to solve your issue after this period.
- 9.2 ACLEDA Bank reserves the rights to remedy the problem in accordance with inter-bank regulation or VISA/MasterCard/JCB/UPI Institution.
- 9.3 The Bank reserves the right to confine your card, or account in the event of an abnormal transaction or malfunction.

## **10 Indemnity**

You unconditionally agree to indemnify and compensate the Bank against all claims, demands, actions, liabilities, costs, loss or expense of whatever nature which the Bank may incur as a result of ACLEDA card operations and any breach by you of this agreement. This includes any failure by you to ensure that steps are taken to prevent unauthorized use of ACLEDA card.

## **11 Termination**

The Bank reserves the rights to cancel card or refuse to issue new, renew or replaced card without giving any reasons therefore and without any prior notice to the cardholder.

## **12 Disclosure of Card Information**

- 12.1 The Bank reserves the rights to provide all information related to your account to other institutions as necessary (including authorities or government agencies) or to link with Electronic Funds Transfer (EFT) network.
- 12.2 The Bank, with its discretion, is entitled to disclose your information at any time as below:
- Any member of VISA/MasterCard Institution etc.
  - Any party related to the card transaction.
  - Requirement from the competence authority
  - Audit purpose, and
  - Accordance with the applicable law of the Kingdom of Cambodia.
- 12.3 The Bank reserves the rights to use the information in the application form and for research purpose or external information including customer report, any market promotions made by the Bank or subsidiary companies. The Bank can use this information to create Mailing Lists for marketing purposes.
- 12.4 Other cases with the approval from you and in accordance with the law of the Kingdom of Cambodia.

## **13 Privacy Notice**

- 13.1 We may collect, and store any information provided by you such as Name in Khmer and Latin, Mobile Number, Gender, Date of Birth, Place of Birth, ID Number, ID expire date, Employee ID, Address, Email, and any other information in order to register you for our ACLEDA Card.
- 13.2 We will use your personal information for any of the following purposes:
- When you start registering for an ACLEDA Card
  - When required by law or regulations
  - Deliver our services available
  - Administer and process your transactions
  - Internal recording
  - Improve/advertise our products and services
- 13.3 We will share your personal information accordance with the law and regulation and requirements of the competent authority and share to third party who have signed the agreements to be a service provider with the bank only to manage and process your payment transactions.
- 13.4 We store your personal information with reference of our data retention policy. We may still store your information for a longer duration where we need the information to comply with regulatory or legal frameworks or for our legal obligations. When your information is no longer needed as stated in the retention period or reason above, we will securely destroy, delete or anonymized it promptly.
- 13.5 We are committed to ensure that your personal information is in a high security manner and confident. We protect your personal information by applying high security mechanism, control measures, including technology with high availability of infrastructures, encrypted with strong cryptographic key and complies industry security standards to prevent any unauthorized access, collection, use, disclosure, copying, modification, disposal, or other similar risk.

#### **14 Modified**

The Bank may notify you up to 30 days, in case of addition, termination or any amendment to these terms and conditions, fee changes or other matter in association with your rights and responsibilities by any of the following means:

- Send notification directly to your mobile phone,
- Publicize on newspapers,
- Notice at our bank offices, and
- Post in our website.

#### **15 Others Conditions**

15.1 This Terms and conditions must apply with Cambodia's law and design in Khmer, English, and Chinese version if it has different meaning between them, the Khmer version shall prevail.

15.2 This terms and conditions is provided by various electronic means possible to verify ACLEDA Card operation.

I hereby have read and accepted all these terms and conditions as mentioned above.