

HONG LEONG DEBIT CARD TERMS AND CONDITIONS

In consideration of Hong Leong Bank (Cambodia) Plc. ("**the Bank**") agreeing to provide the Cardholder with the Services at the Cardholder's request, and agreeing to make available the facilities offered by MasterCard International including co-branded MasterCard Card, the Cardholder covenants and agrees to the terms and conditions below.

These Terms and Conditions are to be read together as a whole with the Bank's General Terms and Conditions of Accounts, Terms and Conditions for Hong Leong Connect and any other relevant Account terms and conditions, as well as other rules and regulations binding on the Bank. The following definitions apply unless otherwise stated:

1.0 Definitions and Interpretation

- 1.1 "**Account**" means the banking account or accounts and shall include an E-Account which the Cardholder has or may have with the Bank at any time and from time to time and shall refer to the relevant account as the context shall require.
- 1.2 "**Annual Fee**" means fees imposed on the Cardholder on a yearly basis.
- 1.3 "**Appropriate Authority**" means any government or taxing authority.
- 1.4 "**ATM**" means the automated teller machines installed by the Bank or any member of the Shared ATM Network (SAN) for the use of the Cardholder.
- 1.5 "**ATM Card Transaction**" means the use of the Debit Card for cash withdrawals and electronic transactions or any other card as may be approved by the Bank from time to time.
- 1.6 "**Authorized Cash Outlets**" means branch, office and/or location designated by members of Shared ATM Network, MasterCard International to affect cash withdrawal.
- 1.7 "**Authorized Merchant**" means any retailer or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Debit Card for payment or pursuant to a legal arrangement with MasterCard agree to accept or cause its outlets to accept the facilities offered by co-branded MasterCard for payment.
- 1.8 "**Auto Debit Transaction**" means recurring payment via the Debit Card for utilities, or insurance as approved by the Bank only.
- 1.9 "**Bank**" means Hong Leong Bank (Cambodia) Plc. and includes its successors-in-title and permitted assigns.
- 1.10 "**Business Day**" means a day on which the Bank is open for business in Cambodia.
- 1.11 "**Cardholder**" means a Cardholder of the Bank to whom the Debit Card has been issued.
- 1.12 "**Card Replacement Fee**" means fees imposed on the Cardholder in the event of loss, stolen or damaged card.
- 1.13 "**Card Transaction**" means transaction effected by the use of Debit Card for both local and overseas transactions; face-to-face Card Present Transactions as well as non-face-to-face Card-Not-Present Transactions and Contactless Transactions (where applicable).

- 1.14 **"Card Present Transactions"** means a Card Transaction payment where the Cardholder presents the physical Debit Card for the merchant's visual examination at the time that the payment for the relevant transaction is affected. The Card Present Transactions include and are not limited to cash withdrawal at ATM and retail purchases.
- 1.15 **"Card-Not-Present Transaction"** means a Card Transaction payment where the Cardholder does not or cannot physically present the Debit Card for the merchant's visual examination at the time that the payment for the transaction is affected. The Card-Not-Present Transaction includes and is not limited to Auto Debit Transaction, MOTO and online transactions.
- 1.16 **"Current Balance"** means the most recent balance or cash available in the Cardholders savings or current account.
- 1.17 **"Cash Withdrawal Fee"** means fees imposed on the Cardholder for successful cash withdrawal from ATM.
- 1.18 **"Contactless Transaction"** means a fast and easy payment method that uses near-field communication (NFC) technology for making payment by tapping/waving the Debit Card over a secured reader.
- 1.19 **"Daily Cash Withdrawal Limit"** means the daily maximum permissible limit prescribed by the Bank in respect of cash withdrawals through the ATM.
- 1.20 **"Daily Transfer Limit"** means the daily maximum permissible limit prescribed by the Bank in respect of fund transfer via ATM and/or Hong Leong Connect.
- 1.21 **"Debit Card"** means the Hong Leong MasterCard Debit Card and Virtual Debit Card issued by the Bank.
- 1.22 **"E-Account"** means an account without passbook, accessible by the Cardholder through remote access via Hong Leong Connect or any other portal, website, network as may be notified by the Bank.
- 1.23 **"Fee"** means fees payable at application, yearly or such other intervals as may be determined by the Bank, by the Cardholder for the utilization of the Services which shall be debited from the Account on each anniversary date of the issuance of the Debit Card and shall also include all other fees, service charges, commissions and other payments charged by the Bank under these Terms and Conditions. The Bank reserves the right to vary the Fee by giving **thirty (30)** calendar days' prior notice to the Cardholder.
- 1.24 **"Generic Cardholder"** means non-Priority Banking Cardholder.
- 1.25 **"Good Thru Date"** means the expiry date printed on the Debit Card.
- 1.26 **"Hong Leong Connect"** means the available Internet Banking channel for the Cardholder to perform online banking transactions and access transactional history via Mobile Banking App, www.hlb.com.kh or www.hongleongconnect.com.kh ("**Bank's Websites**").
- 1.27 **"Joint Accountholders"** means any Account that is in two (2) or more joint names or has two (2) or more authorized signatories.
- 1.28 **"MasterCard"** or **"MasterCard International"** means MasterCard International, a membership corporation organized under the laws of the State of Delaware, United States of America.
- 1.29 **"Merchant Agreement"** means agreement signed between the Authorized Merchant and the Bank.

- 1.30 **“Monthly Statement Fee”** means fees per month imposed on the Cardholder for the monthly printed Statement.
- 1.31 **“MOTO”** means Mail Order Telephone Order which is a type of Card-Not-Present Transaction where the Services are concluded and paid via telephone, mail, fax or email.
- 1.32 **“Online Purchase Limit”** means the transaction limit applicable to the Card Transactions effected online via the Internet.
- 1.33 **“Petrol Purchases”** means all transactions made with the Debit Card for the purchase of petrol and any other purchases made at the petrol kiosks.
- 1.34 **“PIN”** means the Cardholder’s Personal Identification Number either issued by the Bank to the Cardholder or selected by the Cardholder at any of the Bank’s branches in accordance with the application procedures on ATM Services and includes changes on same day made by the Cardholder as the case may be, from time to time.
- 1.35 **“Posting Date”** means the date on which any Card Transaction is debited to the Cardholder’s Account.
- 1.36 **“Priority Banking Cardholder”** means Cardholder with Priority Banking status acknowledged by the Bank.
- 1.37 **“Primary Cardholder”** means the first individual that appears as an Accountholder/Cardholder.
- 1.38 **“Privacy Notice”** means the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank’s website or in such manner as the Bank deems appropriate from time to time.
- 1.39 **“Retail Purchase Limit”** means the transaction limit applicable to the Card Transactions including Contactless Transaction effected at retail outlets, or any other outlets where the Debit Card can be accepted for payment.
- 1.40 **“Retail Purchase Account”** means an Account linked to a Debit Card to make Retail Purchase Transaction.
- 1.41 **“Retail Purchase Transaction”** means transaction effected on the Debit Card at the Authorized Merchant where the Debit Card can be accepted for payment locally and overseas including Online Purchases, Petrol Purchases, auto-billing/recurring transactions and excluding cash withdrawals, fund transfer, annual fees payment and other Services/miscellaneous fees as defined by the Bank from time to time with prior notice.
- 1.42 **“Sales Draft Retrieval Fee”** means the fee imposed to the Cardholder when the Cardholder requests for the sales draft issued by the Authorized Merchant from the Bank. The fee is also applicable during investigation of dispute cases when the Cardholder requires witnessing the relevant sales draft.
- 1.43 **“Security Codes”** means the security codes given by the Bank to the Cardholder for access to the respective Services comprising of the PIN (for ATM Services), TAC (for Hong Leong Connect), and includes any other user name, password, personal identification number, digital certificate or any other security codes as the Bank may issue from time to time for access to all or any of the Services and reference to the term “Security Codes” shall mean the security code or codes relevant to the respective Services as the context shall require.
- 1.44 **“Services”** means the services provided by the Bank to facilitate the Card Transactions, Contactless Transaction, E-Debit transactions in the Debit Card, Phone Banking, Bill Payment Services or any other electronic, digital, visual, video or other such new or additional services offered by the Bank from time

to time to enable the Cardholder to perform banking and other transactions and such Services may be supplemented, varied or withdrawn by the Bank at any time and from time to time by giving **thirty (30)** calendar days' prior notice.

- 1.45 **"Shared ATM Network (SAN)"** means the banks and financial institutions participating in the Shared ATM Network managed by MasterCard International.
- 1.46 **"Standing Instruction"** means payment via the Debit Card or the Cardholder's Account for mortgage, loan repayment, credit card repayment or other financing payment purposes which are initiated through the Bank's branches.
- 1.47 **"Statement"** means a statement of account reflecting the transactions effected using the Debit Card which the Cardholder may obtain subject to payment of fee for printed Statement, or which is accessible free of charge via the Bank's internet banking services, i.e. the Hong Leong Connect and/or through such other electronic medium as advised by the Bank from time to time by giving **thirty (30)** calendar days' prior notice to the Cardholder, or updated into the Cardholder's Savings passbook or Current Account Statement or transaction slip generated from the ATM.
- 1.48 **"Tax"** means any present or future, direct or indirect, Cambodian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
- 1.49 **"Transaction Date"** means the date on which any Retail Purchase Transaction is affected using the Debit Card at the Authorized Merchant where the Debit Card can be accepted for payment.
- 1.50 **"Transaction Receipt"** means the relevant payment slips, forms or papers supplied to/by the Bank to/by the Authorized Merchants or generated by the ATM for the purpose of recording, confirming and evidencing purchases or other transactions performed by the Cardholder through the use of the Debit Card to be charged and debited from the Account or the confirmation provided to the Cardholder for financial transactions incurred via the Hong Leong Connect.
- 1.51 Words importing the singular shall include plural number and vice versa.

2.0 Responsibilities of the Cardholder

- 2.1 By using the Debit Card, the Cardholder agrees to be fully bound by the terms and conditions set out herein and as may be varied by the Bank from time to time by giving notice of **thirty (30)** calendar days. Notice of such variation or amendment will be communicated to Cardholders in any form or method as the Bank may prescribe.
- 2.2 The Cardholder shall take all precautions to ensure and prevent unauthorized, fraudulent and unlawful use of the Services or any part of them and the Cardholder's Security Codes including but not limited to the following:
- a) That the Security Codes must be kept secret and the Security Code once received by the Cardholder must be changed immediately after the Cardholder has received and read them and may only be used by the Cardholder and no one else. If a Security Code is not issued to the Cardholder, the Cardholder will be advised to create his/her own Security Code as a condition for access to the Services.
 - b) That no one other than the Cardholder has access or is able to have access to the Security Codes to enable him/her to carry out any transactions through any of the Services and the Security Codes are not written down in any form or manner including but not limited to unsolicited e-mails or on any website other than the official Bank's Website which may be deciphered by third party or kept

together or disclosed or exposed to any person (including the employees of the Bank) under any circumstances or at any time.

- c) The Cardholder must not disclose the Security Code to any person under any circumstances or by any means whether voluntarily or otherwise and must take all care to prevent the Security Code from becoming known to any other person. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft and/or unauthorized use of the Debit Card, for which the Bank will not be liable. The Cardholder must report a breach of Security Code or the loss of a Security Code to the Bank as soon as reasonably practicable, upon the Cardholder becoming aware of the breach or loss respectively. The Cardholder hereby undertakes to indemnify the Bank and to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorized use.
- d) That the Account balances, Statement of any Account and Card Transactions are regularly and carefully checked and monitored by the Cardholder and are checked each time prior to issuing any instructions to the Bank. The Cardholder shall immediately inform the Bank of any unauthorized, fraudulent, unlawful transaction, error or discrepancy in the Account.
- e) The Cardholder shall ensure that there are sufficient funds available in the Account to perform any of the Card Transactions by the Cardholder.
- f) The Cardholder will create their own PIN via Hong Leong Connect at for the purpose of effecting ATM transactions, POS transactions or electronic transaction. The Cardholder undertakes not to disclose the PIN to any third party and shall be liable to the Bank for any debit entry in the Account with the Bank arising from any unauthorized Card Transactions.
- g) To effect a purchase using the Debit Card at any Authorized Merchant, the Cardholder may authorise the Card Transactions by (i) signing on the Transaction Receipt prepared by the Authorized Merchant; (ii) inserting PIN at the Point of Sales terminal; or (iii) performing Contactless Transactions. The Bank's receipt of the Transaction Receipt or any return document with the Cardholder's signature (where applicable) shall form binding and conclusive proof that the Card Transaction and the amount recorded thereon were properly incurred and the Cardholder shall be bound by such transactions incurred in accordance with these Terms and Conditions. In the event of purchases or usage of the Debit Card are made via online transactions, or non-signature based transactions including and not limited to petrol purchases, online transactions, the Cardholder agrees that confirmation receipts and/or acceptance issued by any Authorized Merchant or its affiliates for such transactions shall be deemed satisfactory documentary evidence of use and the Cardholder must adhere to these Terms and Conditions.
- h) Notwithstanding the provision set out under Clause 2.2(g) above, the signature/PIN shall not be the only condition precedent to the liability of the Cardholder in respect of Services supplied, and the Cardholder shall be liable for Card Transactions if the Bank is of the opinion, based on satisfactory documentary evidence, that the non-execution of the signature or the omission of a signature/PIN insertion is due to the nature and/or mode of the transaction used or due to an oversight on part of the Cardholder and/or Authorized Merchant and MasterCard member bank.
- i) The Cardholder shall comply with all requirements, directions, instructions and guidelines for use of the Debit Card issued by the Bank from time to time in respect of all Services to the Cardholder.
- j) The Cardholder agrees to sign his/her Debit Card on the reverse of the Debit Card as soon as he/she receives it and before using it, as a means of preventing unauthorized use of the Debit Card.
- k) The Debit Card is valid only up to the Good Thru Date. The Cardholder shall ensure that as soon as the Debit Card expires, it is destroyed, by cutting it diagonally in half and to return it to the Bank for replacement of Debit Card. The Bank will send notification via Hong Leong Connect to the

Cardholder to inform the Cardholder to proceed to the nearest branch or any of the Bank's branches for Card replacement. The renewal notification to the Cardholder will be sent out **thirty (30)** days prior to the Good Thru Date.

- l) The Debit Card shall not be used after its cancellation, expiry, or withdrawal or upon the Cardholder ceasing to be the Bank's Cardholder.
- m) The Cardholder shall not use the Debit Card for withdrawal of cash, payment or fund transfer unless there are sufficient funds in the Account. Any withdrawal of cash, payment or fund transfer shall be rejected if there are insufficient funds in the Account.
- n) In the event of insufficient funds in the Account and the Cardholder does not have an overdraft facility or any other standby credit line, all Card Transaction at the Authorized Merchant will be rejected.
- o) The Cardholder agrees not to use the Debit Card for any unlawful activities. If the Bank finds, suspects or has reasons to believe that the Debit Card has been used for any unlawful activity, the Bank may take any action considered appropriate to meet any obligation in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity/financing, bribery, corruption and/or tax evasion.
- p) The Cardholder hereby represents and warrants that the Cardholder has obtained the consent of all persons named in the Cardholder's application for the Account or such other document submitted to the Bank in support of such application and/or their authorized representatives, including but not limited to the Cardholder's directors, shareholders, authorized signatories or such other persons as specified by the Bank ("**Relevant Data Subjects**"), for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Policy as may be amended from time to time.
- q) In the event the Cardholder replaces his/her Debit Card with a new Debit Card due to lost/stolen/renewal or any other reasons, the Cardholder is responsible to inform/update all relevant Authorized Merchants which he/she subscribed for the auto debit/direct debit transactions of the new Debit Card number to avoid transaction being rejected.
- r) The Cardholder hereby agrees and consents to the holding, collection and use of all personal data provided to the Bank by the Cardholder and/or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of Services to the Cardholder in connection with the Account in accordance with the Privacy Policy of the Bank as may be amended from time to time.
- s) The Cardholder who wishes to opt-out from the sharing of his/her personal data within the Bank's group of companies for marketing and promotional purposes is required to visit any of the Bank's branches or call the Bank's Contact Centre at **(+855) 23 999 711** to register his/her instruction to opt-out of the said sharing.
- t) The Cardholder shall promptly inform the Bank of any change in the Cardholder's contact and/or personal details whether in writing, by visiting the Bank's branches or calling the Bank's Contact Centre at **(+855) 23 999 711**.
- u) The Bank does not represent nor warrant that the use of the Debit Card will not be without disruption, interruption or error. The Bank shall not be held liable for any loss, damage, inconvenience, embarrassment, cost or expense of any nature which in any way may be suffered or incurred by the Cardholder or by any other person in respect of or in connection with the use of the Services and the Cardholder shall have no claims against Bank if the Card Transactions and/or

Contactless Transactions are not accepted or honoured by any Authorized Merchants or for any reason whatsoever.

- v) The Cardholder acknowledges and agrees that the use of the Debit Card or performance of Card Transactions and/or Contactless Transaction is at the absolute risk of the Cardholder. The Bank shall not be liable for any damage and/or loss suffered in connection with the use of the Debit Card or performance of Card Transactions and/or Contactless Transaction for goods or services supplied by any Authorized Merchant or the quality or the performance of any goods or services pursuant to or in relation to any transaction made on the Debit Card. The Cardholder shall resolve directly with the Authorized Merchant for any complaint arising out of such Card Transactions and/or Contactless Transactions.
- w) The Cardholder shall ensure that if the Cardholder has more than one (1) card or payment instrument with contactless technology, i.e. payment instruments with the ability to perform Contactless Transactions, the Cardholder shall ensure that such cards are kept separately from the Debit Card to avoid collision transactions which would result in both cards being debited for the amount of the relevant transaction.
- x) If the Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn plus interest chargeable which shall be calculated based on the Bank's Current Account prevailing overdraft interest rate.

3.0 Contactless Transactions

- 3.1 There is only one (1) type of Contactless Transaction, which is MasterCard Contactless – a Contactless payment method via MasterCard network that can be performed at any Point-of-Sales terminal which displays MasterCard Contactless logo.
- 3.2 Each Contactless Transaction is capped at **Fifty (50)** United-States Dollar per transaction ("**Contactless Transaction Limit**"). In the case where the Contactless Transactions have exceeded the Contactless Transaction Limit for each Contactless Transaction, the Cardholder will be required to key in the PIN at the point-of sales terminal before the Cardholder will be able to proceed with the transaction, upon which the Cumulative Contactless Transaction Limit will be reset.

4.0 Cardholder's Statement

- 4.1 The Cardholder can view their Statement for free via Hong Leong Connect which consists, amongst others, the Card Transaction and Posting Date of the Card Transactions performed by the Cardholder for the relevant period stated.
- 4.2 Upon request by Cardholders, printed monthly Statement will be sent to the Cardholder's last known mailing address in the Bank's records. A service charge will be charged and debited to the Account. The printed monthly Statement shall indicate all the Card Transactions, Posting Date and Transaction Date for the relevant month. The Cardholder may request for an ad hoc printed Statement and the Bank shall levy a service fee of Two (2) United-States Dollar.
- 4.3 The records and entries in the Account with the Bank which appears on the monthly Statement shall be deemed to be correct and binding on the Cardholder unless written notice to the contrary is given to the Bank by the Cardholder within **fourteen (14)** days after the receipt of the statement.
- 4.4 If the Cardholder for any reason whatsoever does not, within **fourteen (14)** days, notify the Bank in writing of any error in the Statement, then the Cardholder shall be deemed to have accepted the records and entries in the Statement as correct, final and conclusive. The Statement shall be considered conclusive and binding on the Cardholder and the Cardholder's legal representatives and successors

and be precluded from making any claims against the Bank by alleging that the Statement is erroneous.

- 4.5 Upon receipt by the Bank of such written notice duly given by the Cardholder within the stipulated time, the Bank shall look into the Account to make the necessary adjustments and rectifications, if any. Any money due to or from the Cardholder shall be credited or debited into the Account respectively.
- 4.6 Only Card Transactions which have been duly verified by the Bank shall appear in the Statement of the Account of the Cardholder.
- 4.7 The Cardholders may also obtain the record of last **ten (10)** Savings or Current Account transactions via ATM. In the ATM transaction slip generated by the ATM, all Retail Purchase Transactions are represented by the **three (3)**-alphabet word "POS".

5.0 Joint Accountholders

- 5.1 For Joint Accountholders, either one of the accountholders may issue instructions and authorize the Bank to affect any Card Transactions on a joint account. All Card Transactions arising shall be binding on all accountholders, who are jointly and severally liable. The mandate of a joint accountholder shall not be revoked until and unless the joint accountholder whose mandate is to be revoked surrenders his/her Debit Card to the Bank.

6.0 Ownership and Loss or Theft of Debit Card

- 6.1 The Cardholder shall use all precautions to prevent the loss and/or theft of the Debit Card and the Cardholder shall not leave the Debit Card unattended nor disclose the Debit Card PIN and/or details to any third party. In the event of loss and/or theft of the Debit Card and/or disclosure of the PIN and/or details to any unauthorized person, the Cardholder shall immediately upon the discovery of such event notify the Bank (if the event occurred in Cambodia) or any member of MasterCard International or its nearest affiliates (if the event occurred overseas) by telephone, telegram, facsimile or email and confirm the same in writing to the Bank accompanied by a police report and/or the Cardholder shall immediately set the status of the card to Lost/Stolen (for Physical Debit Card) or Close (for Virtual Debit Card) in Hong Leong Connect. The Cardholder fully understands that failure to take reasonable care and precaution in the safekeeping of the Debit Card may expose the Cardholder to the consequences of theft and/or unauthorized use of the Debit Card.
- 6.2 The Bank shall be entitled to act on telephone instructions received by the Bank from the Cardholder and/or the Cardholder's authorized representative (if applicable and as the case may be) ("**Authorized Person**") in good faith and in accordance with its normal operations. In connection herewith, the Bank shall not be liable for acting on the telephone instructions which are given by such Authorized Person regardless of the circumstances prevailing at the time of such instructions.
- 6.3 In the event of loss/theft and if subsequent to the loss/theft, the Debit Card is used by any unauthorized person for any Card Transactions, the Cardholder agrees that the Cardholder shall be liable to the Bank for all unauthorized charges incurred including financial charges for any goods or services supplied by the Authorized Merchants, effected through the use of the Debit Card by the said unauthorized person until the date of receipt by the Bank of the Cardholder's written notification specified under Clause 6.1 above and subject to the terms of Clause 6.4 herein.

The Cardholder agrees to authorize the Bank to dishonour the abovementioned original Debit Card in the event that same is presented to the Bank for payment and the Cardholder undertake to return to the Bank the original Debit Card when it is found unless the Cardholder has failed to inform the Bank of the lost Debit Card as soon as reasonably practicable after having found that the Debit Card is lost or stolen.

In consideration of the Bank issuing the Cardholder a replacement of the original Debit Card, save and except for damages arising directly from the Bank's willful default or gross negligence the Cardholder agrees to hold the Bank free from liability and indemnify the Bank from and against all claims, demands, losses, damage, cost, charges and expenses which the Bank may incur and be liable in the event of the original card is used or dealt with in any way now or at any future time or in consequence of the Bank issuing the Cardholder the replacement Debit Card at the Cardholder's request for which the Bank may debit the Account and/or set off such sum from any account standing in credit in the Cardholder's name.

This shall bind the Cardholder or Cardholder representative, successor-in-title and assigns.

- 6.4 After the Bank has received notification in the manner stipulated under Clause 6.1 above of the loss/theft of the Debit Card from the Cardholder and if any unauthorized transactions have been made on the Debit Card, Cardholder will not be liable for the unauthorized transactions and the Cardholder will not be liable for losses incurred that result from an unauthorized transactions that occurs after the Cardholder has notified the Bank that his/her card has been misused, lost or stolen or that the security of the Debit Card and/or PIN has been breached unless the Bank is able to prove that the Cardholder has acted fraudulently or unlawfully or has failed to inform the Bank of the lost Debit Card as soon as reasonably practicable after having found that the Debit Card is lost or stolen. If investigation discloses that the Cardholder is involved in the incurring of any unauthorized charges, the Cardholder shall be liable for all the unauthorized charges incurred, including financial charges, whether before or after the Bank's receipt of such written confirmation. For the avoidance of doubt, unauthorized transactions stated above shall mean transactions of retail purchases and not ATM transactions. ATM transactions will encompass both withdrawals and interbank money transaction performed with the Debit Card. It is expressly agreed that the Bank is not under a duty to ensure that the Current Balance prescribed by the Bank is not exceeded.
- 6.5 Notwithstanding Clause 6.4 above, the Cardholder will be liable for PIN-based unauthorized transaction if he/she has:
- (i) acted fraudulently;
 - (ii) delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of this/her Debit Card;
 - (iii) voluntarily disclosed his/her PIN to another person; or
 - (iv) record his/her PIN on the Debit Card, or on anything kept in close proximity with his/her Debit Card.
- 6.6 Notwithstanding Clause 6.4 above, the Cardholder will be liable for unauthorized transactions which require signature verification or with contactless card, if he/she has:
- (i) acted fraudulently;
 - (ii) delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of his/her Debit Card;
 - (iii) left his/her Debit Card or an item containing his/her Debit Card, unattended in places visible and accessible to others; or
 - (iv) voluntarily allow another person to use his/her Debit Card.
- 6.7 The Bank may, at the request of the Cardholder, but without being obliged in law, replace the lost, stolen or damaged Debit Card upon payment of a fee. The replacement of the Debit Card shall be subject to the terms and conditions in these Terms and Conditions as if it was the original Debit Card.
- 6.8 The Cardholder shall return the Debit Card to the Bank cut in half immediately upon its expiry or when demanded by the Bank upon cancellation, revocation or suspension by the Bank or upon discovery of the Debit Card after notification of its loss, stolen or damaged and shall not have any further right of use of the Debit Card.
- 7.0 Termination by the Cardholder**

7.1 The Cardholder may at any time terminate the use of the Debit Card by written notice to the Bank and returning the Debit Card cut in half to the Bank. No refund of the Fee or any part thereof will be made to the Cardholder and the Cardholder shall be and remain liable for any transaction effected through the use of the Debit Card prior to the receipt by the Bank of such written notice of termination and return of the Debit Card cut in half to the Bank.

8.0 Fees, Commissions and Charges

8.1 The Bank shall be entitled to impose Fees for the Services including but not limited to the issuance of Debit Card, the printed monthly Statement, Card Replacement Fee, Cash Withdrawal Fee, MasterCard Cirrus terminals and International Banks, Sales Draft Retrieval Fee and Annual Fees. Notwithstanding the imposition of such Fees, transactions carried out through the Services will be charged the usual charges and commissions. For the purpose of collecting such Fees, commissions and/or charges, the Cardholder agrees to authorize the Bank to debit the Account with such Fees, commissions and/or charges. In the event that the Cardholder does not authorize the Bank to debit the Account with such Fees, commissions and/or charges, the Cardholder agrees that any such failure of payment of Fees, commissions and/or charges for the Services may affect the Services provided until all such Fees, commissions and/or charges have been duly paid by the Cardholder.

8.2 The Cardholder agrees to pay all Fees, commissions and/or charges incurred in this clause and authorize the Bank to debit the Account, at any time notwithstanding that such debiting may cause the Account to be overdrawn. The following Fees, commissions and/or charges is imposed in appendix of 8.2 or such other rate as the Bank shall at its absolute discretion vary from time to time by giving **thirty (30)** calendar days' prior notice to the Cardholder for transactions effected by use of the Debit Card:

8.3 Annual Fee is chargeable on the issuance of the Debit Card and on the anniversary date. The Annual Fee may be varied by the Bank from time to time. The Annual Fee shall not be refunded.

8.4 The replacement Debit Card shall be subject to the terms and conditions herein as if it was the original Debit Card.

9.0 Government Taxes, Statutory and/or Regulatory Fees and Charges

9.1 The Fee and all other monies to be paid by Cardholder to the Bank under these Terms and Conditions, including any amount representing reimbursements to be paid by Cardholder to the Bank is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

9.2 In the event Cardholder is required by law to make any deduction or withholding from the Fee and/or all other monies payable to the Bank under these Terms and Conditions in respect of any Tax or otherwise, the sum payable by Cardholder in respect of which the deduction or withholding is required shall be increased so that the net Fee and/or the net amount of monies received by the Bank is equal to that which the Bank would otherwise have received had no deduction or withholding been required or made.

9.3 The Cardholder shall in addition to the Fee and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Cardholder directly to any appropriate Authority, which the Cardholder shall remit directly to the appropriate Authority.

- 9.4 If at any time an adjustment is made or required to be made between the Bank and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions by the Bank, a corresponding adjustment may at the Bank's discretion be made as between the Bank and Cardholder and in such event, any payment necessary to give effect to the adjustment shall be made.
- 9.5 All Tax as shall be payable by the Cardholder to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.
- 9.6 The Cardholder hereby agrees to do all things reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these Terms and Conditions, the Cardholder agrees to provide its fullest cooperation to the Bank in assisting the Bank in complying with its obligations under the relevant laws.
- 9.7 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these Terms and Conditions has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

10.0 Limits on Card Transactions

- 10.1 Unless otherwise instructed by the Cardholder or in the absence of the Cardholder electing a limit to the carrying out of transactions through the Services, the Bank shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the Services and/or Security Codes. The Cardholder may vary the limits on the Card Transactions carried out by giving prior notice in writing to the Bank. The Bank is not bound to ensure that the Cardholder does not exceed such limits nor is the Bank bound to comply with the Cardholder's request to vary the limits.
- 10.2 The Daily Cash Withdrawal Limits for Generic and Priority Banking Cardholders are defaulted at **Two Thousand** (2,000) United-States Dollar and **Four Thousand** (4,000) United-States Dollar, with a maximum allowable limit of **Five Thousand** (5,000) United-States Dollar and **Eight Thousand** (8,000) United-States Dollar respectively, or such other limit determined by the Bank from time to time by giving **thirty (30)** calendar days' prior notice to the Cardholders. The Cardholder can perform the Daily Cash Withdrawal Limit setting at any branches of the Bank or ATMs of the Bank or via Hong Leong Connect.
- 10.3 The Daily Retail and Online Purchase Limits for Generic and Priority Banking Cardholders are defaulted at **Two Thousand** (2,000) United-States Dollar and **Four Thousand** (4,000) United-States Dollar, with a maximum allowable limit of **Five Thousand** (5,000) United-States Dollar and **Twenty Thousand** (20,000) United-States Dollar respectively, or such other limit determined by the Bank from time to time by giving **thirty (30)** calendar days' prior notice to the Cardholder. The Cardholder can perform the Daily Retail Purchase Limit setting at any branches of the Bank or via Hong Leong Connect.
- 10.4 For the avoidance of doubt, the Daily Transfer Limit via ATM is exclusive from the Daily Transfer Limit via Hong Leong Connect.
- 10.5 Cardholder who would like to change his/her SMS transaction alert limit is required to write in for request to change the pre-determined amount/limit or totally opt out of this SMS transaction alert service. Cardholder can obtain the SMS transaction Alert Service Maintenance Form ("Form") from the nearest Hong Leong Bank branches or the Bank's website at www.hlb.com.kh or www.hongleongconnect.com.kh. Cardholder shall fill up the Form and follow the instructions provided in the Form accordingly in order to change his/her SMS transaction alert limit/ opt out the SMS transaction alert service.

11.0 Indemnity

11.1 Save and except for damages arising directly from the Bank's willful default or gross negligence the Cardholder undertakes to indemnify the Bank fully and completely against all claims, demands, action, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Services or the acceptance of any instruction given by the Cardholder or breach by the Cardholder of any of the terms and conditions. The liabilities of the Cardholder shall be a continuing liability and will remain in full force and effect until the liability, if any, of the Bank is fully discharged.

12.0 Termination of Services by the Bank

12.1 The Bank may terminate the Services and these Terms and Conditions by giving **thirty (30)** calendar days' prior notice to the Cardholder without assigning any reason for the same.

13.0 Bank's Discretion

13.1 The Bank is entitled at any time at its absolute discretion to refuse to approve any Card Transaction notwithstanding that there is Current Balance available in the Cardholder's Account allows for any such Card Transaction (i.e. there is sufficient funds in the Account).

13.2 The Bank is entitled at its absolute discretion to:

- a) suspend the Cardholder's right to use the Debit Card entirely or in respect of specified privileges.
- b) refuse to re-issue, renew or replace the Debit Card, without in any case, affecting the obligations of the Cardholder under these Terms and Conditions which will continue in force, and there will be no refund of any Annual Fee or other fees paid if the right to use the Debit Card is suspended by the Bank or if the Debit Card is not renewed or replaced.

13.3 Without prejudice to other provisions in these Terms and Conditions, the Bank reserves the right at any time by giving **thirty (30)** calendar days' prior notice, to introduce, amend, vary, restrict or withdraw all or any of the benefits, Services, facilities and privileges in respect of or in connection with the use of the Debit Card and/or these Terms and Conditions.

14.0 Suspense Account

14.1 For the purpose of enabling the Bank to preserve intact the liability of the Cardholder, once a writ of summons has been issued or to prove in the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank deems fit the Bank may at any time and place, keep for such time as the Bank may deem prudent any monies received, recovered or realized pursuant to these Terms and Conditions or under any other security or guarantee to the credit of a separate noninterest/income bearing account in the name of the Cardholder as the Bank shall deem fit without an immediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

15.0 Set-off

15.1 The Cardholder agrees that the Bank may, at any time and with prior notice, combine and consolidate all or any Accounts of the Cardholder with the Bank of whatever description and wheresoever's located and whether in United States Dollar/ Khmer Riel or in any other currency or set-off or transfer any sum standing the credit of any such Account including joint accounts where joint accounts are maintained in the names of the Cardholders in or towards discharge of all sums due to the Bank under any account

of the Cardholder with the Bank of whatever description and wheresoever's located and whether in United States Dollar/ Khmer Riel or in any other currency and may do so notwithstanding that the balances on such account and the sums due may not be expressed in the same currency and the Cardholder hereby authorizes the Bank to effect any such combination consolidation setoff or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion.

16.0 Chargeback

- 16.1 The Bank shall not be held liable for any act or omission by any retail or online merchant howsoever caused, including but not limited to any refusal to accept the Debit Card or any Statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardholder must liaise directly with the Authorized Merchant on any claim or dispute and will not dispute any payment made by the Bank from the Cardholder's Account on such claims or disputes.
- 16.2 In some circumstances, card scheme rules allow the Cardholder to charge a Debit transaction back to the Merchant with whom the transaction was made (if the chargeback right is available) subject to the complaint or dispute was made to the Bank by the Cardholder orally or in writing within **twenty-one (21)** calendar days' from the Posting Date of such Card Transaction in the Statement and the Cardholder has provided the necessary information requested by the Bank (i.e. the Cardholder's name, affected Account, date and amount of the dispute Card Transaction and the reason the Cardholder believes that it is a disputed Card Transaction) to support the chargeback within the requested timeframe.
- 16.3 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Cardholder expressly agrees that:
- a) the use of the Debit Card is at the Cardholder's own risk and the Cardholder shall assume all risk incidental to or arising out of the use of the Debit Card; and
 - b) the Cardholder shall not make or attempt to make any false, fraudulent or unlawful claims in respect of the disputed Card Transaction whether directly or indirectly. The Bank reserves the right at any time in its absolute discretion to commence and institute legal action and/or such other proceedings as the Bank may deem necessary against the Cardholder upon the Bank discovering or becoming aware of any false or fraudulent or unlawful claims in connection with or arising from the disputed Card Transaction.
- 16.4 The Bank reserves the right to institute legal action and/or any other proceedings the Bank deems necessary including lodging such reports as appropriate or necessary with the relevant regulatory authorities, against the Cardholder who delays, obstructs and/or withholds vital information from the Bank, making or attempting to make false claims in respect of any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.

17.0 Overseas Transactions

- 17.1 The Cardholder may use the Debit Card to perform Card Transaction(s) outside Cambodia ("**Overseas Transactions**") where there are Authorized Merchants and/or Authorized Cash Outlets provided that the Cardholder has opted to allow Overseas Transactions to be performed on the relevant Debit Card in accordance with Clause 18.1 herein.
- 17.2 All Overseas Transactions via ATMs and Card Transaction shall be subject to the laws existing in the country where the transaction originates. For all Card Transactions, the exchange rate, where applicable, shall be the prevailing spot exchange rates on the date of transaction.
- 17.3 The Cardholder may use the Debit Card for cash withdrawal through designated ATMs installed in such approved countries as shall be determined by the Bank and/or any of /MasterCard International subject

to all such charges imposed by MasterCard International and/or the Bank including all such charges stipulated under Clause 17.5.

- 17.4 Where the Cardholder uses the Debit Card at ATMs and merchant outlets under the MasterCard International network outside Cambodia, the transaction shall be charged in the official currency of the country concerned and converted into United-States Dollar at such exchange rate and at such time as may be determined by MasterCard International at its absolute discretion.
- 17.5 The Card Transactions effected in currencies other than United-States Dollar will be converted into United-States Dollar on the date it is processed by MasterCard International at the foreign exchange rate determined by MasterCard International will be charged on the conversion:
- (i) 1% transaction fee charged by Mastercard International; and
 - (ii) a maximum of 1% foreign exchange conversion fee imposed by the Bank.

Transactions in United States Dollar shall be debited from the Cardholder's account with any administration fees imposed by MasterCard International.

18.0 Opt-in Requirement for Overseas Transactions and Card-Not-Present Transactions

- 18.1 The Cardholder shall not be allowed to perform any Overseas Transactions and/or Card-Not-Present Transactions unless he/she has registered his/her instruction to opt-in to perform the Overseas Transactions and/or Card-Not-Present Transactions via Hong Leong Connect, Bank's ATMs, visit any of the Bank's branches or contact the Bank's Contact Centre at (+855) 23 999 711 failing which, the said Overseas Transactions and/or Card-Not-Present Transactions will be rejected.

19.0 Governing Law & Jurisdiction

- 19.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Cambodia but in enforcing its rights, the Bank shall be at liberty to initiate and take actions or proceedings or otherwise against the Cardholder and any party in Cambodia and/or elsewhere as Bank may deem fit and the Cardholder agrees that where any actions or proceedings are initiated and taken in Cambodia it shall submit to the exclusive jurisdiction of the Courts of Cambodia in all matters connected with its obligations and liabilities under or arising out of the Account and these Terms and Conditions.