

AEON CARD

បញ្ញត្តិ និងលក្ខខណ្ឌអ៊ីអនកាត

CREDIT CARD TERMS & CONDITIONS



ធនាគារឯកទេស អ៊ីអន (ខេមបូឌា) ភីអិលស៊ី
 AEON SPECIALIZED BANK (CAMBODIA) PLC.

Table of Content	Page
IMPORTANT	28
GENRAL	28
1. DEFINITION	29
2. PAYMENT OBLIGATION OF THE CARDHOLDER	31
3. SUPPLEMENTARY CARD	32
4. EVIDENCE OF AGREEMENT	33
5. EVIDENCE OF AGREEMENT	33
6. DISCLOSURE OF PIN, OR LOSS, THEFT OR UNAUTHORISED USE OF CARD	33
7. CARD IS THE PROPERTY OF AEON SPB	35
8. CARD SHALL NOT BE TRANSFERRED OR PLEDGED	35
9. CARD SHALL NOT BE USED FOR UNLAWFUL ACTIVITIES	35
10. TRANSACTIONS WITH MERCHANTS	35
11. CASH ADVANCE, INTEREST AND CONVERSION FOR OVERSEAS RANSACTIO	36
12. RETAIL PURCHASES MADE OUTSIDE CAMBODIA	37
13. USE OF INTERNET TRANSACTIONS FACILITY	37
14. AEON SPB'S RIGHT TO CHARGE FEES AND/OR CHARGES	38
15. PAYMENT ALLOCATION	38
16. MINIMUM PAYMENT AND INTEREST ON RETAIL PURCHASE	38
17. LATE PAYMENT CHARGE	39
18. LATE PAYMENT CHARGE	39
19. EXCESS OF CREDIT LIMIT	40
20. PAYMENTS	40
21. EVENTS OF DEFAULT	41
22. CONSOLODATION OF ACCOUNT FOR CREDIT FACILITIES & SET-OFF	42
23. CARD TERMINATION BY CARDHOLDER	43
24. VARIATION REVISION OR CHANGE OF TERMS AND CONDITIONS	43
25. AEON SPB'S RIGHT TO WITHDRAW ANY FACILITIES OR TERMINATE USE OF CARD	44
26. AEON SPB'S RIGHT TO RESTRICT OR REFUSE CREDIT	44

27. AEON SPB'S RIGHT TO CHECK CREDIT STANDING	45
28. AEON SPB'S RIGHT TO DISCLOSE	45
29. AEON SPB'S RIGHT TO APPOINT AGENT	46
30. CONCLUSION EVIDENCE	46
31. DISPUTES	47
32. ANTI-MONEY LAUNDERING, TERRORIST FINANCING AND SANCTIONS CONTROLS	47
33. CHARGE BACK	49
34. TITLE	50
35. NO COOLING OFF	50
36. COSTS AND EXPENSE	50
37. INDEMNITY	50
38. WAIVER	50
39. TIME OF ESSENCE	50
40. ASSIGNMENT	51
41. SEVERABILITY OF PROVISIONS	51
42. GOVERING LAW AND JURISDICTION	51
43. EXECUTION OF FURTHER DOCUMENTS	51
44. NOTIFICATION OF CHANG	51
45. CARDHOLDER'S DEPARTURE FROM CAMBODIA	51
46. FEATURES AND BENEFITS RENEWABLE	52
47. FEATURES AND BENEFITS RENEWABLE	52
48. PUBLICATION OF THIS TERMS AND CONDITIONS ON AEON SPB'S WEBSITE	52
49. FORCE MAJEURE	52
50. TELEPHONE COMMUNICATIONS	53

IMPORTANT

Please read very carefully the Terms and Conditions herein and only use your AEON Specialized Bank (Cambodia) PLC's credit card if you are agreeable to the Term and Conditions herein. By using your Card (as herein defined), you shall be deemed to have accepted the Term and Conditions herein and shall be bound by them.

GENERAL

In consideration of AEON Specialized Bank (Cambodia) PLC, (hereinafter called "AEON SPB") agreeing to make available to the Cardholder (as herein defined) at the Cardholder's request the following facilities (collectively, the "**Facilities**") offered in connection with the use of the Card issued by AEON SPB:

- a) any payment for the purchase of goods and / or services which payment shall be charged to the Credit Card Account (as herein defined);
- b) any cash advance which shall be debited from the Credit Card Account;
- c) any other facilities as may be offered by from time to time, subject prior arrangement with AEON SPB

The Cardholder hereby agrees to the following Term and Conditions

1. DEFINITIONS

1.1. In this Term and Conditions where the context so admits the following expressions shall have the following meanings unless otherwise provided:

- A) **“AEON SPB”** means AEON Specialized Bank (Cambodia) PLC., 6th floor (S603) of Diamond Twin Tower, Street Sopheak Monkul, Corner of Koh Pich, Sangkat Tonle Basak, Khan Chamkar Mon, Phnom Penh, Cambodia and includes its successors-in-title and assigns;
- B) **“AEON Auto-Debit”** means the payment service provided by AEON SPB whereby the Cardholder authorizes AEON to settle the Bill(s) presented by the Service Provider to AEON SPB by debiting Cardholder’s Credit Card Account.
- C) **“ATM”** means automated teller machine including cash deposits machines;
- D) **“Bill(s)”** means the periodic bill(s) issued by the Service Provider(s) to persons (natural or otherwise) who have subscribed for the provision of utilities or services from the Service provider(s)
- E) **“AEON Card”** means; the Principal Credit Card and/or the Supplementary Credit Card(s);
- F) **“Credit Card Account”** means the Cardholder’s credit card account, as the case maybe, to which AEON SPB shall charge all sums as may be incurred by the Cardholder from the use of the Facilities including all interest, fees and charges payable in respect thereof;
- G) **“Cardholder”** means the Principal Credit Card and/or the Supplementary Credit Card(s) and includes his/her personal representative;
- H) **“Co-Brand Card”** means any Card issued solely by AEON SPB or jointly by AEON SPB and anybody(ies) or corporation(s) as the case may be with whom AEON SPB has joint agreement, scheme or programed for the issuance of the said Co-Brand Cards.
- I) **“Credit Limit”** means the credit limit granted by AEON SPB to the Cardholder; The credit limit in respect to any Card issued by AEON SPB from time to time and at its discretion. Where a Supplementary(s) is/are issued, the Principal Cardholder and the Supplementary Card holder(s) may

credit limits in such proportion as AEON SPB may at its absolute discretion from time to time determine.

- J) “**Current Balance**” means the full amount shown as due in the Statement or in any other written notice communicated to the Cardholder by AEON SPB;
- K) “**Late Payment Charge**” means the late payment charge referred to in Clause 17 hereof;
- L) “**Merchant**” means any merchant supplying goods and/or service;
- M) “**Payment Due Date**” means the date by when the Cardholder has to settle the Specified Minimum Payment or the Current Balance and as specified in the Statement;
- N) “**Principal Card**” means the credit card issued by AEON SPB to the Cardholder and shall include Co-Brand Card issued in affiliation or association with any third party and/or under any product or select names or reference;
- O) “**Principal Cardholder**” means the individual named on the Card and includes his/her personal representative;
- P) “**PIN**” means the personal identification number of the Cardholder being a number code by which the service available from an ATM of any bank or institution with whom AEON SPB has an arrangement for the use of the ATM of the said bank or Financial institution can be accessed when using the Card;
- Q) “**Reward Point**” means the points awarded to the Cardholder under AEON Happy Plus Point Program.
- R) “**Service Provider**” means any corporation or party which has entered into an agreement with AEON SPB to allow payment of Bill(s) by Subscriber(s) who are also Cardholder(s) through AEON SPB Auto Debit or any payment method as assigned by AEON SPB.
- S) “**Specified Minimum Payment**” means the payment required to be made by Cardholder under Clause 16.1 hereof;
- T) “**Statement**” mean the monthly statement by AEON SPB to the Cardholder which shows inter alia the amount so charged and the Payment Due Date;
- U) “**Subscriber**” means any person (natural or otherwise) subscribing to the goods or service provided by the Service Provider(s) and or their respective representative(s).

V) **“Supplementary Card(s)”** means the additional(s) issued by AEON SPB to the Supplementary Cardholder(s) nominated by the Cardholder and approved by AEON SPB;

W) **“Supplementary Cardholder(s)”** means the individual nominated by the Cardholder to be an additional Cardholder(s) and who has/have been issued a Supplementary Card(s) by AEON SPB;

X) **“International Credit Card Brand”** means the company such as VISA, MasterCard, JCB, China Union Pay and so on who provides network to make process the credit card transaction between bank of merchant and credit card issuer.

Y) **“Transaction”** mean use of the Card to pay for goods and/or service or to withdraw cash from an ATM, bank or other financial institution.

1.2. The headings herein are inserted for case of reference only and shall be ignored in construing the Term and Condition herein.

2. PAYMENT OBLIGATION OF THE CARDHOLDER

Cardholder is liable and responsible for the payment of all the Transactions and all interest; fees and expenses under the Credit Card Account for using the Card including but not limited to the non-refundable fees, duties and taxes as regulated by law until the full payment to AEON SPB is made without requesting signed invoices or other supporting documents. The payment obligation of the Cardholder will continue to be effective in the case of renewal or replacement of the Card by AEON SPB and also in the case of termination for any reason.

Without prior notice to the Cardholder, AEON SPB reserves and has the full right to:

- a) Agree or reject the issuance of the Card to the Cardholder even if the Cardholder satisfied the requirements for issuance stipulated by AEON SPB;
- b) Reject or approve Transactions even if the Transaction is within the Credit Limit available;
- c) Terminate the use of the Card of Cardholder at any time;
- d) Increase or decrease the Credit Limit;
- e) Refuse to re-issue, renew or replace the Card; and

- f) Modify, adjust, limit or cancel services, features relating to the Card and Credit Card Account of the Cardholder. AEON SPB is not liable for any cost or damages claimed by the Cardholder in the event that AEON SPB does not approve any Transaction from the Credit Card Account of the Cardholder and/or if the Merchant does not accept the Card even if the Transaction is within the Credit Limit available.

AEON SPB can limit the daily quantity and/or the daily amount of the Transaction. If AEON SPB discovers any unusual or suspicious activities on the Credit Card Account, AEON SPB can request the Cardholder to contact AEON SPB and/or temporarily suspend some or all the right to use the Card until AEON SPB verifies the activities.

AEON SPB can approve Transactions, at its sole discretion, the total value of which may exceed the Credit Limit. Any and all the risks associated therewith shall be borne by the Cardholder.

3. SUPPLEMENTARY CARD

- 3.1 AEON SPB may in its absolute discretion and at the request of the Cardholder issue the Supplementary Card(s) to the Supplementary Cardholder(s). All the Term and Conditions herein shall apply mutatis mutandis to the Supplementary Cardholder(s) and the Supplementary Cardholder(s) may be subject to such other term and conditions as AEON SPB may deem necessary.
- 3.2 The Principal Cardholder shall be liable to AEON SPB for all sums and payments due and owing to AEON SPB howsoever arising from the use of both the Principal Card and the Supplementary Card(s) but each of the Supplementary Cardholder(s) shall only be liable to AEON SPB for all sums and payments due and owing to AEON SPB howsoever arising from the use of his/her own Supplementary Card.
- 3.3 AEON SPB reserves the right to disclose any information pertaining to the Supplementary Cardholder(s) to the Principal Cardholder, including but not limited to Transaction data and outstanding amount data on the Supplementary Card(s).

- 3.4 The Validity of the Supplementary Card(s) is dependent upon the validity of the Principal Card. Upon termination of use the Principal Card or the Principal Cardholder's agreement with AEON SPB for whatever reason, the use of the Supplementary Card(s) issued there under shall also be terminated. Termination of the use of the Supplementary Card(s) or the Supplementary Cardholder(s)'s agreement with AEON SPB for whatever reason on the other hand shall not terminate the Principal Card or the Principal Cardholder's agreement with AEON SPB.

4. EVIDENCE OF AGREEMENT

Upon the receipt of the Card, the Cardholder shall IMMEDIATELY sign on the Card and such signature and/or the use of the Card shall constitute binding and conclusive evidence of the Cardholder's agreement to be bound by the Term and Conditions herein.

5. USE OF PIN

- 5.1. The PIN shall be issued and delivered to the cardholder at the Cardholder's own risk.
- 5.2. The PIN is strictly confidential and shall not be disclosed to any other person under any circumstance or by any means whatsoever whether voluntarily or otherwise.
- 5.3. The Cardholder shall not keep any written record of his/her PIN in any place or manner which may enable any third party to make use of the Card.
- 5.4. Once the Cardholder receives the PIN, it is the responsibility of the Cardholder to ensure that the PIN is not made known to or easily discovered by any other person as AEON SPB shall not in any way be liable if the PIN is made known to or discovered by any third party. The Cardholder shall hold AEON SPB free from all claims and liabilities from all parties whomsoever arising from the use of the PIN whether authorized or otherwise.

6. DISCLOSURE OF PIN, OR LOSS, THEFT OR UNAUTHORISED USE OF CARD

- 6.1. It is fundamental condition that the Cardholder shall use all reasonable precautions and diligence to prevent disclosure of the PON to any unauthorized person, or loss, theft or

unauthorized use of the Card. This shall include but not limited to measures such as frequent changes of the PIN by the Cardholder and avoidance by the Cardholder to use values for the PIN number which may be easily guessed or discovered by other e.g. date of birth etc.

- 6.2. The disclosure of the PIN to any unauthorized person, or loss, theft or unauthorized use of the Card shall immediately be reported by phone call or email to AEON SPB, followed by written letter to AEON SPB. The cardholder shall also immediately lodge a full and truthful police report upon the occurrence of such event and deliver a copy of the relevant police report to AEON SPB promptly and in any case no later than seven (7) days from the happening of such event unless the Cardholder has any reasonable and enough proofs to show their difficulty which caused them could not provide this noticed.
- 6.3. Until and unless a verbal or written notice of loss or theft of the Card from the Cardholder in accordance with Clause 6.2 has been received by AEON SPB, the Cardholder shall remain liable for all the charges in occurred prior thereto whether or not use of the Card was authorized by the Cardholder. The Cardholder's liability shall be limited to one hundred United States Dollar (USD100) for those charge incurred after reporting the lost or stolen Card if the Cardholder had exercised all reasonable precautions and diligence to prevent disclosure of the PON to any unauthorized person, or loss, theft or unauthorized use of the Card and reported the lost or theft of the Card as soon as reasonably practicable provided that the Cardholder had not acted fraudulently in respect of the lost or theft of the Card.
- 6.4. Without prejudice to the rights of AEON SPB herein and notwithstanding that the Cardholder may have exercised all reasonable precautions and diligence to prevent the loss or theft of the Card and reported the loss or theft in accordance with Clause 6.2 hereof, the Cardholder shall remain liable to pay to AEON SPB in the following circumstance: (a) the cardholder has acted fraudulently in that he was involved in the procurement of goods or service supplied by any merchant or cash advances effected through the use of the Card by any person; or (b) the Cardholder has failed to

inform AEON SPB as soon as reasonably practicable upon discovering that the Card has been lost or stolen.

- 6.5. When a lost or stolen Card is found, the Cardholder shall not use the Card so retrieved but shall, immediately cut across the magnetic stripe and across the chip, and return to AEON SPB upon retrieval of the Card.
- 6.6. AEON SPB is under no obligation to issue a replacement card, but AEON SPB may do so unless the cardholder agrees and pays any costs or other fees related to this card replacement, any costs or fees may be prescribed by AEON SPB.

7. CARD IS THE PROPERTY OF AEON SPB

- 7.1. The Card is and shall at all times remain the property of AEON SPB and shall be surrendered to AEON SPB immediately upon request by AEON SPB or its duly authorized agent.
- 7.2. Upon the expiry of the Card, the Cardholder shall immediately surrender the expired Card to AEON SPB and request for the issuance of a new Card which shall be entirely at the absolute discretion of AEON SPB whether to do so.

8. CARD SHALL NOT BE TRANSFERRED OR PLEDGED

- 8.1. The Card shall not be transferable and shall be used exclusively by the Cardholder.
- 8.2. The Card shall not be pledged by the Cardholder as security for any purpose whatsoever.

9. CARD SHALL NOT BE USED FOR UNLAWFUL ACTIVITIES

- 9.1. The Card shall not be used for any unlawful activities such as illegal online banking and betting or gambling.
- 9.2. AEON SPB shall immediately terminate the credit card facility if the cardholders are found to have used the card for any unlawful activity.

10. TRANSACTIONS WITH MERCHANTS

- 10.1. AEON SPB shall be entitled to disclose to any merchant to whom the Card may be presented or any member institution of International Credit Card Brand, the cardholder's Account number and any other information which may be necessary to facilitate the use of the Card or the processing of any Transaction effected or to be effected through the use of the Card.

- 10.2. Without prejudice to Clause 10.1 hereof, AEON SPB shall not be responsible for the refusal of any merchant or member institution of the International Credit Card Brand to honor or accept the Card or for any defect or deficiency in the goods or service supplied to the Cardholder by any merchant. Any complaint by the Cardholder must be resolved directly with the merchant or member institution of the International Credit Card Brand concerned and no claim against the merchant or member institution of the International Credit Card Brand shall entitle the Cardholder to set off for counterclaim against AEON SPB or to withhold payment to AEON SPB on account of any such complaint or under any circumstance whatsoever.

11. CASH ADVANCE, INTEREST AND CONVERSION FOR OVERSEAS TRANSACTION

- 11.1. Cash Advance will be subject to a cash advance handling fee on each cash advance made. Interest will accrue on the amount of cash advance calculated on a daily basis from the date of the cash advance to the Payment Due Date. Should the Cardholder choose not to settle the amount in full, interest will be charge on the amount calculated on a daily basis from the date of the cash advance to the sales cut-off date (currently on the tenth (10th) of the month subject to change from time to time as AEON SPB shall solely determine). In addition, interest will be charged on a daily basis from the day following the sales cut-off date to next cut-off date. The amount of the cash advance handling fee and the rate of interest will be determined by AEON SPB from time to time and notified to the Cardholder in any way AEON SPB sees fit.
- 11.2. For Transaction effected outside Cambodia in any foreign currency, such charges shall first be converted into United State Dollars at such exchange rate as determined by International Credit Card Brand at its sole and absolute discretion before being debited to the Credit Card Account.
- 11.3. The Cardholder may use cash advance service at ATM of any other bank or institution with whom AEON SPB has an arrangement(s) for the use of the ATM of the said bank or financial institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit imposed by such other bank or financial institution).

- 11.4. The use of the Card by the Cardholder to obtain a cash advance shall be deemed to constitute agreement of the Cardholder to pay interest to each cash advance and fixed cash advance fee as may be prescribed by AEON SPB from time to time in the manner set out in this Clause.
- 11.5. The detail of the cash advance handling fee and interest are also set out in the AEON SPB's fee schedule. AEON SPB reserve the right to amend the fee structure, or any of the fees.

12. RETAIL PURCHASES MADE OUTSIDE CAMBODIA

- 12.1. If the Transaction is mad outside Cambodia in foreign currency, International Credit Card Brand, depending on which card is used will convert the Transaction into a United state Dollar equivalent at the conversion rate as determined by International Credit Card Brand as at the date it is processed by International Credit Card Brand. The Foreign currency Conversion fee will be charged and added to the cost of your Transaction. The rate of Currency Conversion fee is set out in the AEON SPB's fee Schedule.
- 12.2. Cardholder agrees that in the event of any disputes on the conversion rates determined by International Credit Card Brand on any Transactions Cardholder have made outside Cambodia, AEON SPB will not be responsible to settle such disputes on Cardholder's behalf with International Credit Card Brand.

13. USE OF INTERNET TRANSACTIONS FACILITY

If Cardholder uses the Card to purchase goods/or service through online internet sites or portals, Cardholder shall be solely responsible for the security of such use at all times. Cardholder agrees that the entry of the card information on the internet shall be sufficient proof of the authenticity of such Transaction instructions. AEON SPB shall not be under any obligation to verify the identity or the authority of the person entering the Cardholder's Card information and AEON SPB shall not be liable for action on such use of the Card information regardless of whether the person is so authorized and regardless of the circumstance prevailing at the time of Transaction. However, AEON SPB reserves the discretion to not carry out any such Transaction over the internet

if AEON SPB has any reason to doubt its authenticity or if in AEON SPB's opinion it is unlawful or otherwise improper to do so for any other reason.

14. AEON SPB'S RIGHT TO CHARGE FEES AND/OR CHARGES

14.1. In addition to interest, the Cardholder must pay all fees and charges associated with the Card. The detail of the fees are also set out in the AEON SPB's fee schedule. AEON SPB reserves the right to amend the fee structure, or any of the fees. AEON SPB will notify the Cardholder thirty (30) days in advance via AEON SPB's website of any changes to fees and charges as detailed in AEON SPB's fee Schedule.

Fees may be charged based on a predetermined percentage of the Transaction value/outstanding balance; or as a minimum fee, or a combination of both.

All fees will be debited from the account, either immediately or on a subsequent statement, whichever is applicable.

14.2. All fees paid pursuant to or in connection with the Card are non-refundable under any circumstances whatsoever.

14.3. All fees, rates taxes or charges may be varied at any time and from time to time at the sole and absolute discretion of AEON SPB by giving the Cardholder a thirty (30) days calendar day notice in advance. Cardholder shall be responsible for checking the latest fees, taxes or charges on the website or by contacting AEON SPB.

15. PAYMENT ALLOCATION

Repayment is applied to statement amounts in order to hierarchy as follows: interest of cash advance, interest of retail, principal amount of cash advance, principal amount of retail and AEON SPB's fees.

16. MINIMUM PAYMENT AND INTEREST ON RETAIL PURCHASE

16.1. The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder shall on or before the Payment Due Date, pay to AEON SPB the Specified Minimum Payment which is calculated as follows:

(a) If the Current Balance does not exceed the Credit Limit, ten percent (10%) (rounded up to the nearest United

States Dollars) of the Current Balance or fifteen (15) United States Dollars whichever's greater; or

- (b) If the Current Balance exceeds the Credit Limit, ten percent (10%) of the Credit Limit and the excess amount over the Credit Limit.

- 16.2. All retail purchase (as opposed to cash advance Transactions) charged to the Credit Card Account shall be allowed an interest free period from the Transaction date of such Transaction to Payment Due Date if the Statement from the previous month is fully settled by due date.
- 16.3. Should the Cardholder choose not to settle the amount in full, interest will be charged on the outstanding balance including new Transactions entered into by the Cardholder retrospective from the date of such Transactions until payment is paid in full at the rate determined by AEON from time to time and notified to the Cardholder in any way as AEON see fit.

17. LATE PAYMENT CHARGE

- 17.1. Late Payment Charge will be charged if no payment is received after the grace period or if payment received before the grace period is less than the minimum payment as follow.
 - Payment day is 6th to 10th of each month: one United States Dollar (1 USD)
 - Payment day is 11th to 15th of each month: two United States Dollars (2 USD)
 - Payment day is 16th to 20th of each month: three United States Dollars (3 USD)
- 17.2. Late Payment Charge will be calculated based on this month's payment status of the cardholder, and then charge in the next month billing.

18. EVIDENCE OF INDEBTEDNESS

- 18.1. AEON SPB shall be entitled to rely:
 - (a) any sale draft, Transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed; and/or
 - (b) any of AEON SPB's records of cash advances or any other Transactions effected by the use of the Card including

but not limited to Transaction effected via email or via telephone; as conceive evidence of a debt properly incurred by the Cardholder and shall be debited to the Credit Card Account and reflected in the statement.

- 18.2. All payments for purchases of goods/or service and cash advance affected by the use of the Card and all annual fees, handling charges, additional charges, Interest, late payment charges and all other charge shall be debited to the Credit Card Account in the billing currency and shall be reflected in the statement.
- 18.3. The Cardholder agrees that the records of AEON SPB of any Transaction effected through the use of the Card shall be conclusive and binding on the Cardholder for all purposes unless otherwise provided.

19. EXCESS OF CREDIT LIMIT

- 19.1. The Cardholder shall and undertakes that he/she shall not utilize the Card such that the aggregate outstanding amount owing to AEON SPB in respect of the Card exceeds the Credit Limit unless the prior written approval of AEON SPB is obtained and not exceed 10% of approved on credit limit.
- 19.2. In the event the Credit Limit is exceeded, the Cardholder shall in addition to the amount payable under Clause 16 here of, forthwith pay to AEON SPB upon demand the excess amount in full failing which the use of the Card shall be deemed terminate and the provision relating to termination in Clause 21 shall henceforth apply.
- 19.3. In the event the Credit Limit is exceeded, Over Limit Fee which is set out in the AEON SPB's Fee Schedule will be charged.

20. PAYMENTS

- 20.1. All payment to AEON SPB shall be made in the billing currency.
- 20.2. Payment by the Cardholder to AEON SPB shall not be considered as having been made until the relevant funds have been received and recognized by AEON SPB and entered into AEON SPB's computer generated records on the day following receipt of payment by AEON SPB. Subject to the discretion of AEON SPB to waive the foregoing provisions,

the said provisions shall also for the purpose of determining the Cardholder's available Credit Limit.

- 20.3. Where the Cardholder has executed instruction for any amounts due on the Credit Card Account(s) to be paid through direct debit or auto debit facilities, the Cardholder irrevocably authorizes AEON SPB to submit billing data to the bank for deduction of the amount due on the Credit Card Account from the Cardholder's bank account on the Payment Due Date.

21. EVENTS OF DEFAULT

21.1. Upon the occurrence of any of the following events:

- (a) if any sums shall be due from the Cardholder to AEON SPB at any time under the Credit Card Account;
- (b) if the Cardholder's payment due to AEON SPB shall be overdue on any other account(s);
- (c) if the Cardholder breach the Term and Conditions herein or any part thereof;
- (d) if the Cardholder shall use the Card for any unlawful activities such as illegal online betting;
- (e) if the Cardholder shall leave Cambodia to take up residence elsewhere;
- (f) if the Cardholder shall die or be declared mentally incompetent;
- (g) if the Cardholder shall be adjudged bankrupt;
- (h) if the Cardholder shall be unable to pay his/her debts as they fall due or become insolvent
- (i) if the Cardholder's whereabouts shall be unknown to AEON SPB
- (j) if the Cardholder shall be desirous of terminating the use of the Card while the outstanding balance hasn't yet been settled;
- (k) if AEON SPB shall in its absolute discretion refuse to issue a placement Card or renew the Card; or
- (l) if AEON SPB shall in its absolute discretion decide to cancel or terminate the use of the Card; then, the use of the Card shall be terminate forthwith and the whole outstanding balance on any other liabilities shall become immediately due and payable to AEON SPB by the Card holder and all further monies credited to the Credit

Card Account after the date of such termination including all interest, fees and charges shall become due and payable upon its entry into the Credit Card Account. The Cardholder shall continue to be bound by the terms and conditions herein notwithstanding the termination of the card by AEON SPB for any reason.

- 21.2. In the event AEON SPB obtains judgment for any sum due hereunder, any interest, late payment charge or any other charge payable in respect thereof shall continue to be payable from the date of judgment until the date of full payment of such sum of money so adjudged to be payable to AEON SPB.
- 21.3. Any breach or default by the Cardholder in respect of a Credit Card Account, shall result in a breach or default by the Cardholder in respect of another Credit Card Account of the Cardholder. For the avoidance of doubt, in the event of a breach or default by the Cardholder in respect of another Credit Card Account giving rise to remedies hereunder in favor of AEON SPB in respect such Credit Card Account, AEON SPB shall further be entitled to invoke such remedies in respect of any other Credit Card Account of the Cardholder.

22. CONSOLIDATION OF ACCOUNT FOR CREDIT FACILITIES & SET-OFF

In addition to any general right of set-off or other rights conferred by the law on AEON SPB, AEON SPB shall in its absolute discretion at any time by giving at least seven (7) days prior notice to Cardholder to be entitled to combine or consolidate all or any accounts of the Cardholder for credit facilities with AEON SPB of whatever description and whosoever located and whether in United States Dollars or in any other currency or set-off or transfer any sums standing to the credit of any such account(s) including a joint account with a Supplementary Cardholder in or towards discharge of all sums due to AEON SPB under any account(s) of the Cardholder with AEON SPB of whatever description and whosoever located and whether in United States Dollars or in any other currency, and may do so notwithstanding that the balance on such account(s) and the sums due may not be expressed in the same currency, and the Cardholder

hereby authorizes AEON SPB to effect any such combination consolidation set-off or transfer with the necessary conversions at AEON SPB's prevailing exchange rates which shall be determined by AEON SPB at its sole discretion.

23. CARD TERMINATION BY CARDHOLDER

- 23.1. The Cardholder may at any time after acceptance and/or usage of the Card, terminate the use of the Card by a written notice to AEON SPB and returning the Card, cut across the magnetic stripe and across the chip to AEON SPB. Upon AEON SPB's receipt of the Card shall be deemed terminated and the provision relating to determination in Clause 23 shall henceforth apply.
- 23.2. The Cardholder is solely responsible to notify any third party to cancel all pre-authorized standing instructions upon termination of the Credit Card.
- 23.3. All Supplementary, Co-Brand and Associate Card(s) shall be collectively terminated with all features, benefits, reward points and PIN ceased.
- 23.4. No refund of annual fee or any part thereof will be made and Cardholder shall remain liable for the whole outstanding balance, charges, fees, interest and/or Transactions effected through the use of the Credit Card including uncaptured Transaction(s) in the Credit Card Account as of the date of card termination.

24. VARIATION REVISION OR CHANGE OF TERMS AND CONDITIONS

- 24.1. AEON SPB may from time to time by giving written notice to the Cardholder of at least thirty (30) calendar days in advance before AEON SPB shall vary, revise or change the Term and Conditions herein including but not limited to reduction of Credit Limit, the term of payment, rates and/or method calculation of annual fee, handling charge, the additional charges, interest, the Specified Minimum Payment and Late Payment Charge. Such variation revision or change shall apply on the effective date specified by AEON SPB and shall apply to all outstanding balance in the Credit Card Account, notice of such additions or amendments may be effected by:

- (a) displaying the same at the premises of AEON SPB or its Branch offices or by mailing the aforesaid notice to the Cardholder; or
- (b) by sending notice of the same by SMS or electronic mail to the Cardholder or by posting the notice of the same on AEON SPB's website.

24.2. Retention or use of the Card after the effective date of any variation, revision or change of Terms and Conditions pursuant to Clause 24.1 hereof shall be deemed to constitute acceptance of such variation, revision or change without reservation by the Cardholder.

24.3. If the Cardholder does not accept the proposed variation, revision or change, the Cardholder must terminate the use of the Card by giving prior written notice to AEON SPB at least seven (7) days of working day and return the Card, cut across the magnetic stripe and across the chip to AEON SPB prior to the effective date and the use of the Card thereafter shall be deemed terminated upon AEON SPB's receipt of the Card cut across the magnetic stripe and across the chip and the provision relating to termination in Clause 23 hereof shall henceforth apply.

25. AEON SPB'S RIGHT TO WITHDRAW ANY FACILITIES OR TERMINATE USE OF CARD

AEON SPB reserves the right to withdraw, at its absolute discretion, all or any of the Facilities provided at any time by giving notice to the Cardholder and in such circumstances if it so deems fit to terminate use of the Card notwithstanding that AEON SPB may have waived its right on some previous occasions. In case that cardholder is inactive transaction more than 12 months, his/her AEON Card will automatically be cancelled by AEON SPB. If there is an outstanding balance including interest or any fees charged with the bank, cardholder shall be obliged to settle such debts in full before cancellation.

26. AEON SPB'S RIGHT TO RESTRICT OR REFUSE CREDIT

26.1. AEON SPB reserve the right at any time (in its absolute discretion and notice hereof to the Cardholder or assigning any reason thereon) to restrict or limit the Cardholder's credit or refuse and otherwise withhold credit.

26.2. AEON SPB shall not be liable for any loss, injury or damage howsoever arising, including any consequential and economic loss suffered by the Cardholder, as a result of card Transactions being rejected by AEON SPB as a security measure. AEON SPB shall either not to be liable for, howsoever cause and /or arising by /from mechanical defect or malfunction of ATM or other International ATM Network Brand or equipment failure or failure of the Card or by any circumstances beyond AEON SPB's control or by strikes or other labor disputes.

27. AEON SPB'S RIGHT TO CHECK CREDIT STANDING

AEON SPB shall have the absolute right to check with any credit bureau or similar registry for the purpose of performing a credit check on the Cardholder at any time as and when AEON SPB deems first. The Cardholder shall from time to time, at the request of AEON SPB, do any act or execute any document as AEON SPB may direct to give full effect to this clause.

28. AEON SPB'S RIGHT TO DISCLOSE

28.1. The Cardholder hereby expressly consents to the disclosure of the last known address of the Cardholder to any bank or International Credit Card Brand or its successors and the disclosure of the Card number of any new, renewed or replace Card to merchants or other interested persons.

28.2. AEON SPB shall be entitled to disclose and the Cardholder hereby expressly consents to the disclosure by AEON SPB of any information pertaining to the Cardholder and / or the Credit Card Account to such extent as AEON SPB may at its sole and absolute discretion deem fit to any credit bureau or similar registry, including but not limit to central credit reference information system under National Bank of Cambodia, the Cambodia Credit Bureau, credit information organization and/or other authority or body established by National Bank of Cambodia, any other authority having jurisdiction over AEON SPB, AEON SPB's branches, related corporations, associates, subsidiaries, assignees, proposed assignees, agents and/or another parties engaged by AEON SPB to enable or assist AEON SPB, to exercise or enforce AEON SPB's rights hereunder and/or other party whomsoever as

AEON SPB may, at its sole and absolute discretion deem fit. Disclosure of Cardholder's information to selected third parties for cross-selling, marketing and promotional purposes are deemed permitted by the Cardholder unless the Cardholder expressly objects in writing to such disclosure.

28.3. Any consented disclosure by AEON SPB of the information referred to in this Clause will not render AEON SPB liable to the Cardholder for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to:

- (a) the release or disclosure of the information by AEON SPB; and/or
- (b) the information being correct, erroneous or misstated; and/or
- (c) reliance on the information whether caused by AEON SPB or other third party's omission, misstatement, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever.

28.4. AEON SPB shall not disclose cardholder's credit information to a third party. Also, AEON SPB shall not use the information obtained from the Credit Reporting System to provide services to third parties or to conduct marketing campaigns, other than their existing customers.

29. AEON SPB'S RIGHT TO APPOINT AGENT

AEON SPB shall be entitled at its sole discretion to appoint an agent of its choice (hereinafter called the Agent) to collect all and any sums due to AEON SPB from the Cardholder hereunder by giving notice at least seven (7) calendar days in advance and AEON SPB shall be entitled in its absolute discretion to disclose to the Agent (without giving any notice to the Cardholder or assigning any reason therefore) the Credit Card Account and any other relevant information pertaining to the Credit Card Account to facilitate the collection of all sums due and owing to AEON SPB by the Cardholder.

30. CONCLUSION EVIDENCE

- 30.1. Any admission or acknowledgement in writing by the Cardholder or any person authorized by the Cardholder of the amount of indebtedness of the Cardholder to AEON SPB and any judgment recovered by AEON SPB against the Cardholder in respect of such indebtedness shall be binding and conclusive in all courts of law in Cambodia and elsewhere.
- 30.2. The Cardholder expressly and irrevocably agrees that a certificate of indebtedness issued by an officer of AEON SPB shall be conclusive and binding evidence as to the amount for the time being due and owing under the Credit Card Account to AEON SPB and it shall be conclusive evidence against Cardholder in any legal proceedings.

31. DISPUTES

- 31.1. All disputes arising from the Cardholder's Statement shall be made or notified to AEON SPB within fourteen (14) days from the date of the Statement. Otherwise the Cardholder shall be deemed to have conclusively accepted all charges on the Statement.
- 31.2. In the event that the Cardholder disputes any Transactions pursuant to Clause 31.1 hereof, AEON SPB may in its absolute discretion deem fit conduct any investigation(s) regarding the disputed Transaction(s) wherein the following shall apply:
- (a) If AEON SPB's investigation(s) reveal or indicate that the Cardholder is liable for any of the disputed Transaction(s), AEON SPB shall be entitled to levy the following charges:
 - (i) Charge(s) of five (5) United States Dollars or any other amount required which AEON SPB in its absolutely discretion; and
 - (ii) Interest(s) from the date of the disputed Transaction(s) until the finalization of the investigations(s) by AEON SPB.
 - (b) No Interest and/or investigation charge(s) shall be levied in the event that the investigation(s) reveal that the Cardholder is not liable for any of the disputed Transaction(s).
- 31.3. AEON SPB's findings in any investigation conducted in relation to the Credit Card Account shall be conclusive, final and

binding on the Cardholder unless having other evidences.

**32. ANTI-MONEY LAUNDERING, TERRORIST
FINANCING AND SANCTIONS CONTROLS**

32.1. The Cardholder agrees that AEON SPB may delay, block or refuse to process any transaction without incurring any liability if AEON SPB suspects that:

- (a) The transaction may breach any laws or regulations in the Kingdom of Cambodia or any other country;
- (b) The transaction involves any person (individual, legal entity or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- (c) The transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Cambodia or any other country.

32.2. The Cardholder must provide all information to AEON SPB which AEON SPB reasonably requires in order to manage its money-laundering, terrorism-financing or economic and trade sanctions risks or to comply with any laws or regulations in the Kingdom of Cambodia or any other country. Comply with any applicable direction, request or requirement (whether or not having the force of law) of any competent government or other authority.

32.3. The Cardholder agrees that AEON SPB may disclose any information concerning the Cardholder to:

- (a) any law enforcement, regulatory agency or court where required by any such Law or regulation in the Kingdom of Cambodia or elsewhere; and
- (b) any correspondent AEON SPB uses to make the payment for the purpose of compliance with any such Law or regulation.
- (c) Where AFS Corporation Co., Ltd, or any of its related companies is required to do so pursuant to any direction, request or requirement (whether or not having the force of Law) of any competent government or other authority in any country; and

- (d) To AFS or any of its related companies, or to a service provider of AFS or its related companies to perform administrative and operational tasks (including risk management, debt recovery, exposure aggregation, data processing, systems development and test, credit scoring, staff training and market or Cardholder satisfaction research).
- 32.4. Unless the Cardholder has disclosed that the Cardholder is acting in a trustee capacity or on behalf of another party, the Cardholder warrant that the Cardholder and the Cardholder's authorized representative(s) are acting on the behalf of the Cardholder in entering into this agreement.
- 32.5. The Cardholder declares, agrees and undertakes to AEON SPB that the processing of any transaction by AEON SPB in accordance with the Cardholder's instruction will not breach any Laws or regulations in the Kingdom of Cambodia or any other jurisdiction.

33. CHARGE BACK

The Cardholder may be entitled to reverse (chargeback) a transaction where

- 33.1. The Cardholder have a dispute with a merchant. For example, the Cardholder may be entitled to reverse a transaction where the merchant has not provided the Cardholder with the goods or service the Cardholder paid for.
- 33.2. The Cardholder must notify the Card Issuer if the Cardholder believes the Cardholder is entitled to reverse a transaction. If the Card Issuer is satisfied after investigation that the Cardholder is entitled to reverse a transaction, it will credit the Cardholder's account for the amount initially debited for the transaction.
- 33.3. The Cardholder should notify the Card Issuer immediately of a disputed transaction. Credit Card scheme operating rules impose time limits after the expiry of which the Card Issuer is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction, but some time limits are longer. If the Cardholder does not notify the Card Issuer in time, the Card Issuer may be unable to investigate the Cardholder's claim in which case the Cardholder will be liable for the transaction.
- 33.4. It is the Cardholder's responsibility to review carefully the

Cardholder's statement of account. The Card Issuer is not responsible for any loss to the Cardholder if the Cardholder does not ask Card Issuer to reserve a transaction within an applicable time limit.

34. TITLE

Title shall pass to the Cardholder only upon full payment by the Cardholder for the Goods and following payment of any other outstanding debt by the Cardholder to AEON SPB.

35. NO COOLING OFF

There is no retention period for the cardholder to reconsider is implemented.

36. COSTS AND EXPENSES

The Cardholder shall be liable to pay to AEON SPB all legal costs (including costs on a solicitor and client basis), charges and expenses which AEON SPB may incur in enforcing or seeking to enforce any of the provisions herein or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.

37. INDEMNITY

The Cardholder shall hold AEON SPB harmless and indemnify AEON SPB against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which AEON SPB may incur by reason of the provisions herein or in the enforcement of its rights hereunder.

38. WAIVER

AEON SPB's acceptance of late payments or partial payments or any waiver by AEON SPB of its rights indulgence granted to the Cardholder shall not operate to prevent AEON SPB from enforcing any of its right hereunder to collect the amount due hereunder nor shall such acceptance operate as consent to the modification of any of the terms herein in any respect.

39. TIME OF ESSENCE

39.1. 1 Time shall be of the essence hereof

39.2. No failure to exercise and no delay in exercising on the part of AEON SPB of any right, power or privilege hereunder shall

operate as waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 39.3. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law

40. ASSIGNMENT

AEON SPB shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligation hereunder. The Cardholder shall from time to time, at the request of AEON SPB, do any act or execute any document as AEON SPB may direct to effect any assignment contemplated by this Clause.

41. SEVERABILITY OF PROVISIONS

If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

42. GOVERNING LAW AND JURISDICTION

This agreement shall be deemed to be a contract made under the laws of Cambodia and shall for all purposes be governed by and construed in accordance with the laws of Cambodia and the parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of Cambodia or the courts of such other competent jurisdiction as AEON SPB may in its sole discretion elect.

43. EXECUTION OF FURTHER DOCUMENTS

The Cardholder shall promptly notify AEON SPB further documents as may be request by AEON SPB from time to time.

44. NOTIFICATION OF CHANG

The Cardholder shall promptly notify AEON SPB in writing of any change in his employment or business, address (office or residential) or telephone number(s) or if the Cardholder intends to be absent from Cambodia for more than thirty (30) days.

45. CARDHOLDER'S DEPARTURE FROM CAMBODIA

- 45.1. In the events the Cardholder shall be absent from Cambodia for more than one (1) month, the Cardholder shall at least

seven (7) days prior to his/her departure, settle the amount outstanding under the Credit Card Account.

- 45.2. In the events the Cardholder shall leave Cambodia to take up residence elsewhere, the Card and all Supplementary Card (if any) shall be returned to AEON SPB at least fourteen (14) days prior to the Cardholder's departure and the use of the Card and the Supplementary Card (if any) shall be deemed terminated and the provision relating to termination in Clause 23 shall henceforth apply.

46. FEATURES AND BENEFITS RENEWABLE

In line with AEON SPB's commitment to upgrade the Card's service and benefits, AEON SPB may review and revise any of the features and benefits from time to time.

47. CONFLICT BETWEEN ENGLISH TEXT AND OTHERS

In the events of any conflict or discrepancy between the English text of Term and Conditions herein and any translation thereof, the English text shall prevail.

48. PUBLICATION OF THIS TERMS AND CONDITIONS ON AEON SPB'S WEBSITE

A copy of this Term and Conditions is published at our website www.aeon.com.kh which may change from time to time by notification to the Cardholder. In the event the AEON SPB change or varies any Term and Conditions herein, the amended and updated version will be posted on the aforesaid website.

49. FORCE MAJEURE

Without prejudice to any of the provision of this Agreement, the Cardholder agrees not to hold AEON SPB liable in the event that AEON SPB is unable to perform in whole or in part any of its obligations under this agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond AEON SPB's control or due to any factor in a nature of a force majeure. In the event that AEON SPB is not able to furnish the Cardholder with a Statement of Account hereof, for any period of time the Cardholder's liability for finance and other

charge shall, nevertheless, continue to accrue and for the purpose of computing the interest payable to AEON SPB or establishing the date of payment of interest and principal, AEON SPB may select any day of the month as the monthly statement date.

50. TELEPHONE COMMUNICATIONS

The Cardholder agrees that AEON SPB may record any telephone conversation between them and all such recordings shall remain the property of AEON SPB and may be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement and the Card.

