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SATHAPANA BANK

VISA DEBIT CARD

TERM AND CONDITION

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VISA DEBIT CARDHOLDER TERMS & CONDITIONS

This document is a legal contract between Cardholder and SATHAPANA Bank Plc (hereinafter referred to “the Bank”). The terms and conditions set out herein may be modified from time to time (this Agreement) and apply to the Cards, which may be issued by the Bank to the Cardholder. By applying as the Bank Cardholder, the Cardholder agree to be bound by all the terms and conditions of this Agreement and the Cardholder is deemed to have already read, understood and agreed to the terms.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- “Account” means each and any of the Cardholder’s accounts (whether opened singly or jointly) maintained with the Bank which he/she has designated as the account for the settlement of Card Transactions.
- “Agreement” means this terms and conditions as may be varied from time to time by the Bank.
- “Application” means the Bank’s prescribed application form for a Card to be issued upon these terms and conditions.
- “ATM” means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to the Bank or to Visa Global ATM network or the PLUS System ATM network.
- “Bank” means SATHAPANA Bank Plc (Cambodia).
- “Card” means a debit card or any other card issued by the Bank pursuant to this Agreement and any substitution, replacement or renewal thereof.
- “Cardholder” means the person to whom a Card is issued by the Bank and his personal representatives.
- “Limits” has the meaning as defined in Clause 3..
- “Card Transaction” means any cash withdrawal, any payment made, transfer or any amount charged for any products, goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, or telephone (as may be determined and communicated by the Bank), regardless of whether a sales draft or other voucher or form is signed by the Cardholder and whether authorization has been sought from or given by the Bank and whether with or without the Cardholder’s knowledge or authority
- “Merchant” means a store, shop, stall or showroom engaged in the marketing, supply, sale and/or provision of any products, goods and/or services of the Merchant Partner
- “PIN” means any personal identification number, password, login identification number, customer identification number, electronic identification signatures or codes chosen by or issued to a Cardholder;
- “Point of Sales (POS) Terminal” means is an electronic device used to process card transaction at the bank counter or retail location including but not limited to the devices of other banks and/or Visa Global network
- “POS of Sales (POS) Record” means a record issued by the Bank reflecting the Cardholder’s use of the Card at merchants’ point of sale terminals
- “Discount Program” means a scheme whereby Cardholders may use their Cards to enjoy discounts on products, goods and services offered by the Merchant Partners;

- “Services” refers to any services, which may be provide by the Bank to the Cardholder including but not limited to ATM card services, call center services, digital or iBanking and/or Sathapana Mobile.
- “Total Transactions” means the sum total of the Cardholder’s Card Transactions including the cost.

2. THE CARD

- 2.1 The customer will be required to take the card once the Bank inform, and the card will be activated as stated in clause 8 after due verification.
- 2.2 By receiving or signing on the Card or using the Card, the Cardholder is deemed to have read, understood and accepted each and every term of this Agreement and shall be deemed bound by the same.
- 2.3 The Card shall not be used after expiration, cancellation or upon the Cardholder ceasing to be the Bank’s customer.
- 2.4 The Card remains the property of the Bank at all times. As the Bank’s request that may be made at any time, the Cardholder must immediately return the Card to the Bank.
- 2.5 The Cardholder shall be fully responsible under no circumstances and whether with or without knowledge, use or allow the use of the Card to affect any Card Transaction which would violate the laws of any jurisdiction. In such circumstance, the Bank may refuse to process any transaction that contravenes any law or otherwise.
- 2.6 The Bank may debit the cardholder’s account with all transaction authorized by cardholder or any other Joint Cardholder. Such authorization can be made by:
 - a) Using the visa debit card, alone or together with the PIN, via any relevant electronic banking channel,
 - b) Presenting the visa debit card to a merchant and keying in a PIN acceptable (If require PIN) to authorizing the transaction
 - c) Presenting the visa debit card to a merchant and signing a voucher/receipt to authorizing the transaction
 - d) Transferring funds electronically using a relevant digital banking service.
 - e) Providing the visa debit card details (without physically presenting) to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to the Bank
 - f) Using the visa debit card to make any payment, via any relevant digital banking service.
- 2.7 When the Cardholder authorizes a transaction, the Cardholder agrees to pay amount of that transaction.
- 2.8 All transactions are effective as at the date of the transaction and will be processed and posted to the account on the event of transaction.

3. LIMITS

The Bank may set card limits with respect to the use of the Card and may vary the Card Limits without notice. The Card Limits will apply to all Card Transactions through ATM and/or POS terminal including but not limited to other banks, and Visa Global network ATM and/or POS.

4. HOLD ON ACCOUNT

- 4.1 The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card

Transaction, whichever is earlier.

- 4.2 The Bank shall have absolute discretion to place such amounts as are referred to in Clause 4.1 on hold for such periods as it deems fit.

5. REVERSAL

The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit notice.

6. FOREIGN CURRENCY & OVERSEA TRANSACTIONS

- 6.1 Any Card Transactions in foreign currencies (other than US dollars), will be converted into US dollars based on the prevailing exchange rate determined by the relevant card associations.
- 6.2 All transactions in foreign currencies will be subject to an administrative fee on the transaction amount or such other amount as determined by the Bank.

7. CHARGES

- 7.1 The Bank may charge and debit to the Account the following fees:
- an annual fee for the issuance, maintenance and renewal of the Card;
 - a replacement fee for the Card;
 - a flat ATM Commission Fee (also known as “International ATM Withdrawal Charges”) will be charged by the Bank at its discretion, for each Visa withdrawal transaction performed at any overseas ATMs;
 - a cancellation fee/charge for “*no show reservations*” in respect of any travel, airline or hotel reservation secured through the use of the Card that is subsequently cancelled or unfulfilled; and/or
 - any fees and/or charges for any service or facility provided or action taken by the Bank in connection with the Account, Visa debit Card.
- 7.2 The amount of fees and charges payable by the Cardholder shall be decided by the Bank and may change from time to time.
- 7.3 The Cardholder shall be liable to pay for all goods and services tax all other taxes imposed on or payable in respect of any amount incurred on or debited to the Account, and the Bank is entitled to debit the amount of such tax(es) to the Account.
- 7.4 The Bank is entitled to debit the Account at any time in respect of any sum howsoever due and owed to the Bank by the Cardholder whether in respect of a Card Transaction, fees or charges or otherwise and notwithstanding that the Account would be overdrawn as a result.

8. ACTIVATE YOUR CARD

The Cardholder shall:

- immediately sign at the back of the card upon receiving the card;
- visit any of the Bank’s branch or call at 023 999 010 to activate the card; and
- change the PIN conveniently at the Bank’s ATM or POS machine.

9. PIN

If a PIN is issued to the Cardholder to allow the Cardholder to use the Card at any ATM/POS

- The new visa debit card, replacement or renewal card must be activated in accordance with any activation procedure notified to the Cardholder from time to time. The Bank is not liable for any loss or damage which the Cardholder may suffer if the Cardholder fails to receive the Visa Debit Card and/or PIN.
- The Cardholder must not disclose the PIN and must take all care to prevent

- the PIN from becoming known, to any other person;
- c) As no one can use the Card at an ATM/POS without the PIN, the Cardholder is liable for all Card Transactions effected by the use of the Card at any ATM/POS whether or not such use is authorized by or known to the Cardholder.

10. JOINT ACCOUNT

- 10.1 Where the Account is in joint names, operated as anyone to sign/authorize, the Bank may issue the Card to any person who requested.
- 10.2 All the joint Account holders are jointly and severally liable to the Bank for any use of the Card under this Agreement.

11. LOSS OR THEFT OF CARD/DISCLOSURE OF PIN

- 11.1 The Cardholder must safeguard the Card and must ensure the PIN is not disclosed to any person.
- 11.2 If the Card is lost, stolen or not received or if the PIN is disclosed, the Cardholder's liability shall be as follow:
 - a) the Cardholder immediately notify the Bank through hotline contact, 023 999 010, and/or written notice thereof; and
 - b) the Cardholder assist in the recovery thereof or to stop the use of the Card; and
 - c) the Cardholder provide any sources to the Bank at its request, a statutory declaration in such form as the Bank may request, a police report and any other document or information as the Bank and/or the police may require; and
 - d) the Bank is satisfied that such loss, theft or disclosure is not due to the Cardholder's negligence, fraudulent act or default.
- 11.3 The Cardholder who notifies the Bank that his/her Card has been lost, stolen or PIN disclosed shall not be liable for any Card Transaction effected after the Bank has received the Cardholder's notification of such loss, theft or disclosure.
- 11.4 (a) If the lost or stolen Card is recovered, the Cardholder must immediately return the Card to the Bank cut in half without using it.
(b) The Cardholder must not use the PIN after reporting to the Bank that the PIN has been disclosed.
- 11.5 The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a handling fee.

12. DISPUTES

- 12.1 If any issues are concerned with account balance through the card, the Cardholder shall inform the Bank within 30 working days after the transaction date. In case the Cardholder is late to inform the Bank, the Bank reserves the right not to solve the issue after the above timeline.
- 12.2 The Bank reserves the right to remedy the problem in accordance with inter-bank regulation or VISA association.

13. SECURITY CONDITIONS

- 13.1 The Cardholder is required to create own PIN consisting of 6 numeric digits
- 13.2 The Cardholder is required to change the first PIN via ATM/POS after receiving Visa Debit Card and destroy the first PIN.

- 13.3 The Cardholder shall not:
- ✓ let his/her card leave his/her sight during transactions.
 - ✓ lend his/her card to anybody, including family and friends.
 - ✓ give his/her PIN to anyone, including callers who may say they are from the Bank.
 - ✓ keep his/her PIN and card together
- 13.4 If the Cardholder incorrectly types his/her PIN 3 times, the card will be locked.
- 13.5 The card privacy information are card number, PIN and security code CCV2 (3 digits at card back) ...etc.

14. TERMINATION

- 14.1 The Cardholder may terminate the use of his/her Card by notifying the Bank through contact Call Center at 023 999 010, written notice of termination and returning to the Bank the Card, whereupon the use of the Card will be terminated.
- 14.2 The Bank reserves the right to cancel card or refuse to issue new, renew or replaced card without giving any reasons therefore and without any prior notice to the cardholder.

15. EXCLUSION OF LIABILITY

- 15.1 (a) The Bank is not responsible for products, goods or services including its quality or performance supplied by any merchant partner, establishment, the Participant or Participating Outlet in relation to any Card Transaction.
- (b) The liability of the Cardholder owing to the Bank is not affected by any dispute or counterclaim or right of set-off that the Cardholder may have against such merchant, establishment, the Participant or Participating Outlet. In particular, the Bank shall be entitled to debit the Account in respect of any Card Transaction notwithstanding the incomplete or non-performance of any contract, or the incomplete or non-delivery of or any defect in any product, good or service obtained pursuant to that Card Transaction.
- (c) The Bank is not liable for any loss a Cardholder may incur in connection with the use of the Card howsoever arising.
- 15.2 The Bank shall not be responsible or liable in any way to the Cardholder for any inconvenience, loss, damage, cost or expense of any nature or embarrassment or injury suffered or incurred by the Cardholder or any third party resulting from, arising out of or in connection with any of the following:
- (a) if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honor the Card for any reason;
 - (b) any refusal by the Bank to authorize or approve any Card Transaction;
 - (c) if the Cardholder is deprived of the use of any services, machinery, equipment, products and/or systems (whether electronic, tele-communicative or otherwise) as a consequence of any action by the Bank or any merchant
 - (d) if the Bank is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure, defect or malfunction of any machine, system of authorization, data processing or communication system or transmission link or any industrial dispute, its servants or agents;
 - (e) for any injury to the credit, character and reputation of the Cardholder in and about any repossession of the Card or any request for its return;
 - (f) any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of the Bank's computers

(whether hardware or software), machinery, equipment, products and/or systems (whether electronic, tele-communicative or otherwise) maintained by, used for, by the Bank or in connection with the Bank's business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognize, store, process and/or transmit dates or data with respect to dates; and

- (g) the unauthorized use of the Card and/or Account or any facilities in connection therewith, any Card Transaction effected by an unauthorized person
- 15.3 Without prejudice to the generality of the provisions, the Bank is not liable in any way to the Cardholder for any inconvenience, loss, damage, cost, expenses or embarrassment of any nature due to or arising from:
- (a) any delay in the release of any amount placed on hold on the Account;
 - (b) any hold placed on the Account upon receipt of a request for authorization of a Card Transaction or notice of a Card Transaction or a request for payment was presented to the Bank (including but not limited to a presentment by digital means) notwithstanding that such requests or notices were unauthorized or forged or that the Card Transaction was not carried out or was rescinded.

16. AMENDMENT

- 16.1 The Bank may vary the terms of this Agreement at any time in such manner as the Bank may select and such changes may be notified to the Cardholder by the Bank either in writing or by publication thereof or by any other means or manner as the Bank may select and such changes so notified will be binding on the Cardholder, effective from the date specified by the Bank.
- 16.2 If the Cardholder does not accept any such changes, the Cardholder may, within 7 days after the Bank has given such notice, terminate the use of the Card in accordance with Clause 14.
- 16.3 If the Cardholder retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardholder is deemed to have accepted and agreed to such changes without reservation.

17. CONSENT TO DISCLOSURE OF INFORMATION

- 17. The Cardholder agrees that the Bank is entitled, in its absolute discretion, at any time and without notice or liability, to disclose any particulars of the Account, the Cards, the POS Records, any Card Transaction, and any other information in relation to the Cardholder, the Cards and/or the Cardholder's use of the Cards to:
 - (a) any merchants which accepts the Card;
 - (b) any member of Visa International Service Association;
 - (c) any of the Bank's related companies or corporations, representative offices, branches (wherever situate), its agents, servants, correspondents, independent contractors and/or associates;
 - (d) any bank or financial institution;
 - (e) any party involved in facilitating, effecting or processing the Card Transactions;
 - (f) any person or organization providing electronic or other services, for the purpose of assessing, engaging, obtaining, operating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);
 - (g) any person or organization engaged for the purpose of performance of services or operational functions where these have been outsourced;
 - (h) any information garnering or processing organization or consultant or entity

conducting surveys or analysis or research or developing system applications for the Bank;

- (i) any person for the purpose of marketing or promoting any services or products whether by the Bank or any third party;
- (j) the police or any public officer conducting an investigation;
- (k) any government or governmental agency or authority or court of the jurisdiction where the Card is used or where a branch of the Bank is located;
- (l) any person for the purpose of collecting or recovering on the Bank's behalf, or for securing for the benefit of the Cardholder the benefit, or for the repayment on the Cardholder's behalf, any sums of money owing to the Bank from the Cardholder;
- (m) Credit Bureau Cambodia (CBC) of which the Bank is a member or subscriber or credit reference agents;
- (n) auditors and professional advisors including lawyers and receiver appointed by the Bank;
- (o) any joint account holder(s) of the Account or any person authorized to operate the Account or any guarantor or security provider of the Account;
- (p) any actual or potential participant or sub-participant relating to any of the Bank's obligations under the banking agreement between the Cardholder and the Bank, or assignee, nova-tee or transferee;
- (q) any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection; and
- (r) any other person the Bank considers it in its interest to make such disclosure, (and each of the foregoing persons similarly may disclose to the Bank and to each other) full particulars of the Account, the Cards, the POS Records, any Card Transaction and any other information in relation to the Cardholder, the Cards and/or the Cardholder's use of the Cards where such disclosure is required by law or where the Bank deems appropriate, necessary or desirable in connection with its provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Account and/or this Agreement or whenever the Bank considers it in its interest to make such disclosure.

18. DISCOUNT PROGRAM

- 18.1 The Card issued to the Cardholder may carry various Discount Program, rewards programs, benefits or privileges from time to time on the Cardholder's use or purchase of products, goods or services from establishments participating in various schemes. The Bank, however, reserves the right to add, modify or cancel such benefits or privileges from time to time.
- 18.2 Notwithstanding anything herein, the Bank shall not at any time be responsible or be held liable for the Cardholder's purchase of products, goods or services from the establishments participating in the Discount Program.

19. GENERAL

- 19.1 The Bank shall be entitled (but not obliged), at its sole discretion, to rely and act on any communication, requests or instructions which the Bank in its sole opinion believes emanate from the Cardholder (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the Cardholder's consent or authority), and any action taken by the

Bank pursuant thereto shall bind the Cardholder and the Bank shall not be liable to the Cardholder for any loss or damage incurred or suffered by it as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of the Cardholder.

- 19.2 The Cardholder must indemnify and keep the Bank fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by the Bank, directly or indirectly, by reason of or in connection with this Agreement, including without limitation:
- (a) any use or misuse of the Card including, without limitation, all Card Transactions regardless of whether or not authorization has been sought and/or given; and/or
 - (b) breach of any provision of this Agreement on the part of the Cardholder; and/or
 - (c) the enforcement or protection of the Bank's rights and remedies against the Cardholder under this Agreement; and/or
 - (d) an insufficiency of available funds in the Account to meet a request for payment of any Card Transaction or settlement of any other liability hereunder. In this respect, the Bank may in its discretion allow the Account to be overdrawn and charge such payment or settlement to the Account together with any interest thereof as the Bank may deem fit; and/or
 - (e) any change in any law, regulation or official directive which may have an effect on the Account and/or this Agreement.
- 19.3 The Bank may in its absolute discretion at any time and without prior demand or notice combine or consolidate any and all account(s) maintained by the Cardholder with the Bank and/or set-off or transfer any sum standing to the credit of any or all such account(s) in or towards the discharge or payment of any and all sums due to the Bank from that Cardholder on any other account including the Account designated hereunder or under this Agreement and the Bank shall be entitled to exercise this right notwithstanding that the balance due to the Bank on any account is not overdue and/or the use of the Card or the Account has not been closed or terminated.
- 19.4 The Bank is entitled to apply any and all payments it receives from or for the account of the Cardholder in such manner and order and to such Card Transaction as it may determine or select regardless of any specific appropriation made by the Cardholder or any person making such payment(s).
- 19.5 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.
- 19.6 This Agreement covers the use of the Card issued by the Bank, which is additional to those governing the operation of the Account and any other agreements that the Cardholder has with the Bank. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.
- 19.7 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 19.8 No forbearance or failure or delay by the Bank in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of the Bank; and no waiver by the Bank of any breach of this Agreement on the part of the Cardholder is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 19.9 This Agreement is not assignable or transferrable by the Cardholder but may be assigned

or transferred by the Bank.

19.10 Conclusiveness of Documents

- (a) Any document relating to any Card Transaction bearing the signature of the Cardholder shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorized and properly made or effected by the Cardholder.
- (b) If the Cardholder does not notify the Bank by contact hotline (023 999 010) in writing of any inaccuracy or error in the Statement within 30 days of the receipt or deemed receipt of such Statement, it shall constitute conclusive evidence that:
 - i. every Card Transaction stated therein has been effected by the Cardholder; and
 - ii. every charge stated therein, every amount debited therein has been validly and properly incurred or debited in the amount stated therein.
- (c) Nothing in this clause shall prevent the Bank from rectifying any errors, omissions in any Statement, POS Records or advice and any such amended Statement, POS Records or advice shall be binding on the Cardholder.

19.11 (a) All Statements, POS Records, notices, requests, instructions, demands and other notification and communication under this Agreement may be served by electronic mail and/or through the Internet or any other digital channels (Sathapana Mobile/iBanking) chosen by the Bank to the Cardholder's last known address relating to the Account.

(b) The Bank shall not be responsible for what may happen to notices or communications after they are sent, for example, if any notice or communication is deleted, intercepted, lost, fails to reach or is disclosed to any one during transit.

19.12 This Agreement is governed by and construed in accordance with Cambodian law. The Cardholder hereby submits irrevocably to the exclusive jurisdiction of the Courts of Cambodia with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction.

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