



CARD TERMS AND CONDITIONS

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These Terms and Conditions govern the issuance and use of any Card provided by ABA. Please read these Terms and Conditions carefully. Each Cardholder shall be deemed to have accepted unconditionally all of the Terms and Conditions and shall be bound by them once the Card is issued by ABA. Each Cardholder shall further be deemed to have accepted unconditionally all amendments made by ABA to these Terms and Conditions pursuant to the terms hereof.

1. Definitions

ABA	means Advanced Bank of Asia Ltd.
ATM	means any automated teller machine by means of which the Cardholder may access a Designated Account and conduct transactions (including but not limited to withdrawing or depositing) by using his/her/its Card.
Card	means a Debit Card or Credit Card issued by ABA.
Cardholder	means a customer who has been issued a Card by ABA.
Designated	Account means the account held by the Cardholder with ABA to which the Card is linked.
Terms and Conditions	means these terms and conditions as may be amended from time to time.
Transaction	means any financial operation made or performed, processed or effected by you or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent in relation to the Designated Account.

2. Fees and Commissions

ABA reserve the right to charge a Cardholder the fees and commissions payable in respect of the Card(s) issued to such Cardholder set out on its website and shall be entitled to debit the Designated Account held by the Cardholder with ABA to which the Card is linked with the amount of any such fee or commission. ABA reserves the right to revise the list of fees and charges and shall publish such revisions on its website. Any such revisions shall become effective no less than 30 days after publication on its website.

3. Cards Issued to Legal Persons

Any Cardholder that is not a natural person (including, but not limited to, companies, NGOs, associations, partnerships and trusts) shall be liable for any and all indebtedness incurred by, and Transactions entered into by, any of its shareholders, directors, employees, consultants or agents using a Card. A Cardholder shall promptly notify ABA (by calling ABA Contact Center 1 800 203 203 (Toll-free)/ (+855) 98 203 333 or emailing to info@ababank.com and/or customerservice@ababank.com.) if there is any change to the shareholders or directors of the Cardholder, or the services of any employee, consultant or agent are terminated.

4. Card Limit

ABA reserves the right to limit the frequency of withdrawals or the amounts withdrawn by a Cardholder from the relevant Designated Account of the Cardholder and to alter such limits in its sole discretion from time to time and at any time. ABA shall notify the Cardholder of such limits in such manner as it deems appropriate provided that ABA shall not be under any liability whatsoever for any failure to do so provided that the Cardholder's right to withdraw amounts standing to the credit of the Designated Account by visiting a branch of ABA shall not be affected by any such limitation.

5. Illegal Use of Card or Account

The use of a Card or account for entrance into an illegal Transaction or for any other illegal purpose is strictly prohibited. If you use the Card or the account for entrance into an illegal Transaction or for any other illegal purpose, ABA reserves the right to suspend or terminate a Cardholder's account and/or revoke a Card without providing any reasons. The decision of ABA is conclusive and binding upon the Cardholder.

6. Card Account Transaction

Any withdrawal of amounts standing to the credit of a Designated Account or Transaction entered into by the Cardholder (or a person other than the Cardholder) using the relevant Card to make purchases of goods or services from merchants and other entities in person, by mail order, telephone order, online, or by other means of communication will be directly debited from the Designated Account and ABA shall be under no duty to inquire into or determine whether the Cardholder initiated, had knowledge of, or consented to the making of the withdrawal or the entrance into the Transaction.

7. Ownership of Cards

The rights, title and interest in and to all Cards, once issued, shall remain with ABA and a Cardholder shall have no more than a right to use any Card issued to him/her/it. The Cardholder shall not modify, tamper with, or permit any damage to occur to, the magnetic-stripe on a Card or any other part thereof. A Cardholder shall return any Card issued to him/her/it immediately upon the request of ABA. All Cards are non-transferable.

8. System Malfunction

ABA makes no claim or warranty with respect to the operationality, functionality or safety of using, any ATM or any other payment system or equipment (including, but not limited to, any Point-of-Sale System) involved in a withdrawal or deposit of funds into or from, as the case may be, a Designated Account, or any Transaction entered into by a Cardholder, in each case, by using a Card. ABA shall not be liable for any damage, cost, loss or expense (whether direct or indirect) incurred by a Cardholder as a result of or in connection with any malfunction in, or lack of operationality, functionality or safety of, any such ATM, payment system or equipment.

9. Liability for Unauthorized Use-Lost/Stolen Cards

A Cardholder shall freeze the card instantly in Online Banking Service and shall immediately notify ABA, (using one of the methods described in Section 19 of these Terms and Conditions) upon becoming aware that the Card has been lost, stolen, or used without the authorization of the Cardholder. A Cardholder shall be liable for any and all unauthorized withdrawals/Transactions that occur if cardholder negligently to freeze the card on time. If a lost, stolen or misused Card is traced and/or returned after a report is made by a Cardholder, the Cardholder shall not use the Card again and ABA shall be under no liability in respect of any withdrawal/Transaction that occurs thereafter. The recovered Card shall be cut in half through the magnetic strip by the Cardholder and immediately return the pieces to ABA.

10. The Use of Credit Card

If the period of validity of a Credit Card has 30 (thirty) calendar days left before the expiration date, ABA shall inform the Cardholder to obtain a new Card. If the Cardholder does not obtain a new Card within the time limit set by the ABA, ABA may disable the use of the Credit Card without prior notice.

11. Refund

ABA is not liable for any delay in refunding the credit regardless of the cause other than willful default or gross negligence of the Bank. ABA reserves the right to temporarily block any payment received by the Cardholder from a merchant by way of refund which is related to an original sale transaction in any circumstance including, but not limited to, where ABA suspects the payment to constitute money laundering or any other illegal activity. In such cases, ABA may request further information and documentation from the Cardholder. If (i) ABA determines (in its sole discretion) that the payment constitutes money laundering or any other illegal activity or (ii) the Cardholder fails to comply with any request made by ABA for information or documentation regarding the payment, ABA may permanently block the payment.

12. Transaction Cancellation

If the Cardholder intends to cancel any Transaction, including reservations or recurring Transactions, and/or modify any agreement signed with a merchant, he or she must contact the merchant to obtain written confirmation of the cancellation or amendment. ABA shall not be liable for any amount of the Transaction that continues to be billed to your designated account following the cancellation or amendment, but ABA may collect the amount if the Cardholder has provided the merchant with a valid cancellation or amendment.

13. Dispute and Resolution Fee

If the Cardholder requests ABA to investigate any dispute Transaction, there will be a processing fee incurred and debited from Designated Account when compelling evidence indicates that the Cardholder has participated or authorized to perform the Transaction. However, ABA will always inform Cardholder in advance about the additional fees and other charges which are not listed in card services and commission charges before proceeding.

14. Failure to Complete Transaction

ABA is not liable under any circumstance whatsoever if it fails to complete any payment request or Card Transaction where such failure to complete is required by applicable law. Without prejudice to the generality of the foregoing, ABA shall not be required to complete any payment transactions from the Cardholder's Designated Account where there are insufficient funds in the Designated Account to make the relevant payment.

15. Card Termination

ABA may terminate the right of a Cardholder to use a Card at any time, but termination will not impact any completed Transactions that have not yet been debited from the Designated Account. The Transaction amount will then be debited straight from the Designated Account by ABA. The Cardholder may terminate his/her/its use of a Card at any time by providing written notice to ABA and returning the Card cut in half provided that any payment request or Card Transaction initiated prior to doing so shall continue to be governed by these Terms and Conditions.

16. Transaction Currency

If a Transaction involving a cardholder's refund, credit, adjustment, or payment amount is denominated in a foreign currency other than the U.S. dollar, the ABA shall convert it to U.S. dollars at the applicable exchange rate before freezing, debiting, or crediting the designated account. The conversion rate shall be determined according to the operation regulations established by Visa International Association Service/Visa Global, Master Worldwide, UnionPay International, and other card associations, government, or ABA.

17. Security

Cardholders shall safeguard all information and documentation relating to any Card held by him/her/it including, but not limited to, the Card number and the PIN number, and shall not disclose or make them otherwise available to (whether intentionally or not) any other person without the prior written consent of ABA. Cardholders shall destroy all such information and documentation when they are no longer needed. However, ABA reserves the right to disclose such information and documentation where required by law.

18. Indemnification

A Cardholder shall indemnify and hold ABA, its agents, employees and directors harmless from and against any suit or legal action and all losses, claims, liabilities, damages, costs and expenses, fines, penalties including attorney's fees, directly or indirectly arising from or in connection with the use or misuse of a Card held by him/her/it or any breach of these Terms and Conditions by the Cardholder.

19. Lost Card Notification

A Cardholder who becomes aware that his/her/its Card has been lost, stolen or used without authorization may use any of the following methods to notify ABA of the same pursuant to Section 9 of these Terms and Conditions:

- i.) Call ABA Contact Center 1 800 203 203 (Toll-free) /(+855) 98 203 333
- ii.) Block or freeze your card via ABA Mobile app, or
- iii.) Email to info@ababank.com and/or customerservice@ababank.com.

A Cardholder shall aware and acknowledge that he/she shall use registered contact details with the Bank to notify on such this matter or any other matter related to his/her/its Card.

20. Signature on Card

A Cardholder must immediately sign on the signature panel on the back of a Card issued to him/her/it upon receiving it personally from ABA.

21. Amendments

ABA may at any time, and from time to time, make such amendments to these Terms and Conditions as it deems fit and shall publish such revisions on its website. Any such revisions shall become effective no less than 30 days after publication on its website.

22. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Cambodia.

23. Dispute Resolution

Any dispute arising under or in relation to this Terms and Conditions shall be finally resolved by a court of competent jurisdiction in Cambodia.

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