



General Terms and Conditions
v.2.0, November 2020

PAYWAY MERCHANT APPLICATION FORM

Merchant Information	
Registered Name:	Business Type:
Merchant Domain Name:	Programming Language/ Platform:
Business Registration No:	Paid Up Capital:
Registered Business Address:	
Postal address (mark here <input type="checkbox"/> if same as registered address):	
Phone number:	Email:
Contact information	
1. Business contact person:	Position:
Mobile Number:	Email:
2. Technical contact person:	Position:
Mobile Number:	Email:
3. Accounting Contact person:	Position:
Mobile Number:	Email:
4. Contact person to receive the production information:	Email
Mobile Number:	
PayWay Services (mark all that apply):	
<input type="checkbox"/> Ecommerce; <input type="checkbox"/> PayWay Mobile; <input type="checkbox"/> Invoicing tool; <input type="checkbox"/> Payment QR API; <input type="checkbox"/> Credentials-on-File; <input type="checkbox"/> Payment Link	
Bank account information	
ABA Bank account number (optional):	
Applicant signature	
Signature:	
Full name:	
Position:	
Date:	
For ABA officers only	
Currency: <input type="checkbox"/> KHR; <input type="checkbox"/> USD	
Payment schemes to accept: <input type="checkbox"/> ABA account (QR) ---%; <input type="checkbox"/> VISA (+QR) ---%; <input type="checkbox"/> MC (+QR) ---%; <input type="checkbox"/> UPI ---%; <input type="checkbox"/> JCB ---%;	
Note:	
Name & Signature:	Date

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DEFINITIONS

In these Terms and Conditions, the following words shall have the attached meaning:

ABA	Refers to the Advanced Bank of Asia Ltd., a bank incorporated in Cambodia and duly licensed by the National Bank of Cambodia.
ABA IP (intellectual property)	Refers to any work or invention created by ABA, including but not limited to ABA Marks, the Merchant Portal, the PayWay Payment Platform, PayWay Documentation, and all copyrights and any related technology used pursuant to this Agreement. This includes, but is not limited to, all intellectual property rights associated with ABA Marks, the Merchant Portal, the PayWay Payment Platform, and/or PayWay Documentation.
ABA Marks	Refers to any trademarks or service marks used to identify ABA, whether registered or unregistered.
ABA Mobile App	Means the application for mobile devices used to process banking transactions and payments. Bank account holders may download the app to access their bank accounts and make purchases from or payments to Merchants connected to the PayWay Payment Platform.
ABA Mobile App Users	Refers to ABA Bank account holders who download and use the ABA Mobile App. Mobile App users are bound by applicable Terms and Conditions, including the ABA Mobile App Terms of Use.
ABA Pay	Refers to the QR based payment service that enables both in-store and online Merchants to accept payments from any ABA account holder, or MasterCard/ VISA Cardholder by scanning the Merchant's presented payment QR (Quick Response) code by using the ABA Mobile App or any compatible financial app.
Acquirer	Refers to an acquiring bank that processes credit and debit card payments on behalf of a Merchant.
Agreement	Refers to the PayWay Services Agreement between ABA and the Merchant.
Annex	Refers to an annex to the Agreement, which sets out the terms for additional services.
Application Form	Refers to the application form submitted by the Merchant for the purpose of seeking approval from ABA to use PayWay.
Assessments	Refers to any assessments, fines, fees, charges or expenses of any nature that a Payment Method Provider may levy at any time, directly or indirectly, on any aspect of ABA's relationship with the Merchant.
Bank Account	Means the bank account maintained by the Merchant with ABA. This account will be used to credit and debit funds, fees, and other charges approved in the PayWay Terms. This account may be either an Individual or Business Account. While Individual Bank Account holders will be able to access some PayWay services, the entire suite of PayWay services are available only to Merchants who have a Business Account.

Card	Means a debit or credit card that has been issued by a Payment Method Provider.
Cardholder	Refers to the person who owns the Card. The Cardholder's name must appear on the Card.
Cardholder Information Security Program	Refers to a program established by a Payment Method Provider to ensure the confidentiality of the Cardholder's information. Please refer to the following websites for additional information: www.visa.com , www.mastercard.com , www.unionpayintl.com , and pcisecuritystandards.org .
Chargeback	Means the return of funds to the Customer that is initiated by the Payment Method Provider.
Chargeback Assessment Costs	Refers to the costs associated with processing a Chargeback that are sustained by the Bank. The Bank may recover these costs from the Merchant by any of the means described in the PayWay Terms.
Credential on File (CoF)	Refers to service provided by the Bank that allows a Merchant to store cardholders' or account holders' payment details, including card numbers, account numbers, and other details necessary for future regular payments.
Customer	Refers to an individual or a business who purchases goods and/or services from the Merchant by using one of the Payment Methods.
Customer Account	Means an account that the Merchant maintains and updates for each individual Customer, for the purpose of holding specific Customer data.
Customer Policies	Refers to the various policies – including but not limited to those regarding refunds, terms and conditions, and cancellations – that every Merchant must have posted on the Merchant's website in order to be compliant with PayWay Terms.
CVV	Refers to the three-digit security number printed on the back of Cards. The CVV helps to validate that the Customer is in possession of the card when the order is processed.
Dormancy Fee	Refers to the penalty fee charged by ABA to a Merchant that has not had a single transaction for three consecutive calendar months. This fee is deducted from the Merchant's business account.
Early Termination Fee	Means the fee payable by Merchant to ABA for the Merchant's termination of the Agreement before its expiration.
Effective Date	Means the effective date of this Agreement, which is the date that ABA accepts and signs this Agreement. The Effective Date will be indicated on the signature page.
Errors	Refers to system failures that may generate bad data and/or either stop transactions from being processed or improperly authorize Transactions.
e-Wallet	Means an electronic money account or stored value account used in connection with a PayWay Service.

Hosted Payment Page	A secure checkout web form that is part of the PayWay platform and which allows Customers to perform online payments through suitable Payment Methods.
Low Value Dispute	Means any dispute where the relief or remedy sought, or the value of the claim, is less than USD 2,000, excluding legal fees.
Maintenance Form	Refers to a form used to provide updates to ABA.
Merchant	Refers to the business owner, or to a person duly authorized by the business owner who has the legal capacity to bind the business owner to all provisions of this Agreement and is also authorized to execute any documents and take official action on business owner's behalf.
Merchant's Mark	Means the trademark provided by Merchant to ABA for the purpose of performing the Services.
PayWay Management Tool	Refers to the PayWay online merchant interface through which Merchant may access Merchant's user account to monitor and manage transactions, generate invoices and carry out other activities.
Minimum Term	Shall be two consecutive years from the Effective Date.
Payment Method	Is a method of receiving payments from Customers. The full list of payment Methods can be found on ABA's website: www.payway.com.kh .
Payment Method Provider	Refers to the party that regulates or offers the relevant Payment Method, and includes Visa Inc., MasterCard Worldwide, Union Pay International, and alternative payment schemes such as e-Wallets.
PayWay	Means an online payment gateway developed and owned by Advanced Bank of Asia Limited. This service enables Merchant to accept payments online in a variety of ways and to issue invoices to Customers.
PayWay Documentation	Means any documentation on or related to PayWay provided under this Agreement, including but not limited to any documentation on the PayWay Payment Platform, the Merchant Portal or the Services.
PayWay API	Refers to the Application Programming Interface containing PayWay integration architecture, coding languages, Merchant credentials, and integration instructions for each specific Merchant, which is provided by the ABA PayWay Integration Team.
PayWay Integration Support	Means the support offered by ABA for a specific period of time to connect Merchant's website, mobile application, accounting system, POS system, ticketing system or any other related software with PayWay through APIs or third-party web platforms.
PayWay Terms	Refers to the terms and conditions for PayWay detailed in this Agreement, as may be amended, supplemented and updated from time to time.
Processing Fee	Refers to the fee paid to ABA in order for ABA to process transactions made through the PayWay. The Processing Fee will include the Merchant Discount Rate (MDR) fees, which are fees Merchants pay to

	ABA.
QR Code – Dynamic	Refers to a QR code generated electronically for the Merchant that contains details of the Merchant’s business and products, including information about the price of a particular good or service. When using this code to make payments, the Customer does not need to enter the exact price of the good being purchased, as this price is included in the QR Code.
QR Code – Static	Refers to a Payment QR Code with fixed information about Merchant only, not about the pricing of the Merchant’s goods or services. When using this code to make payments, Customer is required to manually enter the purchase amount on his or her mobile banking application.
QR Code Payment	Is a contactless payment method which enables payments to be made by Customers by scanning QR codes (whether those QR codes be static or dynamic) with their mobile banking apps.
Refund	Means a return of the full value of a transaction to a Customer.
Services	Means the services ABA provides to Merchant pursuant to the PayWay Terms.
Third-Party Web Platforms	Means authorized webpages, web libraries, and plug-ins, including but not limited to WooCommerce, Prestashop, Magento, and Laravel.
Traffic	Refers to the number and size of transactions Merchant receives over a period of time.
Transaction	Means a purchase of goods and/or services made using the PayWay Payment Platform.
Uptime	Refers to a measure of system reliability, expressed as the percentage of time a machine has been working and available. When referring to an IT network, uptime is the measure of availability of network devices, websites, and other services.

‘We’, ‘us’, ‘our’, ‘ours’: refers to Advanced Bank of Asia Limited.

‘You’, ‘your’, ‘yours’: refers to PayWay Application Merchant.

1. INTRODUCTION

- 1.1. These Terms and Conditions govern the use of ABA’s payment processing platform, namely “PayWay.” It is important that you read and understand the Terms and Conditions carefully, as they highlight your responsibilities under, operations of, and potential risks inherent in your use of PayWay.
- 1.2. By applying for and using PayWay via any available electronic channel, you confirm that you have read, understood, acknowledged, accepted, and agree to be bound by the PayWay General Terms and Conditions.
- 1.3. Please also note that any other written terms and conditions related to your ABA accounts and services will continue to apply. To the extent such other terms and

conditions are inconsistent with the PayWay General Terms and Conditions, the PayWay General Terms and Conditions shall prevail (unless such other terms and conditions are expressed to apply instead to the PayWay General Terms and Conditions).

- 1.4. From time to time, ABA may revise these Terms and Conditions. In such cases, the Bank will provide 30 days' prior notice. Your continuous use of the PayWay service after any announcement of such changes will be considered your acceptance of those changes in Terms and Conditions.
- 1.5. If you choose not to accept these Terms and Conditions or any of its revisions, please do not proceed further and immediately stop accessing and/or using ABA's PayWay.

2. SERVICE OVERVIEW

- 2.1. PayWay is an all-in-one payment processing platform fully owned by Advanced Bank of Asia Ltd. (ABA). PayWay platform is designed to help Merchants like you to accept or collect cashless payments from their Customers.
- 2.2. As a comprehensive suite of transaction processing services, PayWay allows both online and in-store Merchants to accept payment in real time, or near real time, over the Internet.
- 2.3. PayWay provides you with various payment acceptance channels. Each channel requires you to sign off on separate, dedicated Agreements that describe the given service, its terms, and any additional related fees and charges.
- 2.4. PayWay provides various services for both online and in-store Merchants. These services are listed below ([see Clause 4 for more extensive descriptions](#)):
 - (i) **Online Merchants**
 - a. E-Commerce (on the web and through mobile applications)
 - b. Credential on File (CoF) transaction
 - c. Invoicing tools
 - d. Dynamic QR code payment – API
 - (ii) **In-Store Merchants**
 - a. Mobile Point-of-Sale (POS)
 - b. Terminal POS
 - c. Printed Static QR Code for payment
- 2.5. PayWay Merchants can accept payments in multiple methods including by debit/credit cards and ABA Pay. (**See Clause 3 for details**).

- 2.6. After registration for PayWay is completed each Merchant will be able to access to the PayWay Management Tool that will allow to monitor and manage the sales transactions. **(See Clause 5 for details).**

3. PAYMENT METHODS

- 3.1. With PayWay, you can collect or accept payments from your customers through various means:

(i) Debit and Credit Cards

PayWay accepts all debit and credit cards, no matter where in the world they have been issued, as long as they are classified as Visa, MasterCard and Union Pay International cards. Accepting payments made through credit or debit card is a service that is available for both online and in-store merchants.

(ii) ABA Pay

- 3.2. PayWay supports ABA Pay, a QR code based payment service accepts ABA account, MasterCard/Visa cards by scanning the QR code using ABA Mobile App or any compatible financial app. This payment method is available for both online and in-store merchants.
- 3.3. ABA will support all Payment Methods and Currencies as mentioned in the specific PayWay services Merchant Agreement, as long as ABA continues to support these in its general product portfolio.
- 3.4. ABA may decide in its reasonable discretion to stop supporting a particular Payment Method or make future support of such method conditional on your acceptance of additional conditions or fees in any of the following instances:
 - (i) Materially different terms have been imposed by the relevant Payment Method Provider;
 - (ii) Material malperformance by the relevant Payment Method Provider has occurred (or ABA has reasonable grounds to suspect such malperformance);
 - (iii) ABA has reasonable grounds to doubt the creditworthiness of the Payment Method Provider; or
 - (iv) The costs to ABA to offer the Payment Method have sharply increased due to a change in circumstances.
- 3.5. ABA may decide in its reasonable discretion to, at any time, add a new Payment Method that can bring additional benefits to Merchant.
- 3.6. ABA will give at least one (1) month's written notice of any changes or discontinuance

of support for any Payment Method, unless such notice is not deemed reasonably possible by ABA. ABA will employ reasonable efforts to offer you an alternative for any discontinued Payment Method.

- 3.7. You agree to accept the Payment Methods that you have confirmed are acceptable to you in the Application Form.
- 3.8. If you want to change the Payment Methods you are willing to accept, you are required to submit a PayWay Maintenance Form.

4. PAYWAY SERVICES

- 4.1. **PayWay E-Commerce:** Our PayWay E-Commerce service is intended for use by Merchants who offer products or services remotely, whether through dedicated websites, mobile applications, or other methods available via the Internet. Our e-commerce service is suitable for “card not present” payments and payments made directly from ABA accounts submitted through the PayWay Interface. To use this specific payment acceptance channel, you must sign not only these Terms and Conditions, but also the E-Commerce Merchant Agreement.
- 4.2. **PayWay Credentials-on-File:** You have the choice, as Merchant, to use Credentials-on-File (CoF); our services do not require your use of this service. CoF allows you to store cardholders’ or account holders’ payment details, including card numbers, account numbers, and other details necessary for regular payment in future.

When using CoF, you will only be able to view the encrypted payment details (token); the real payment details will be securely stored by PayWay. Note that you are never allowed to save Customers’ payment details yourself. After payment credentials have been stored, future payments can be initiated without the need to provide payment details again.

To apply for use of the CoF payment channel, you will need to sign these Terms and Conditions and the PayWay Credentials-on-File Merchant Agreement that describes, in detail, the CoF service and terms.

- 4.3. **PayWay Invoicing Tool:** You can use this service regardless of whether you have your own business website or mobile application. With the Invoicing Tool, you can issue professional electronic invoices and send such invoices to Customers in the form of a secure web-link via online mediums such as Email, messenger, or other channels. Upon receiving the link, Customers can perform payment through PayWay Hosted Payment Page as Payment Interface. To create and manage invoices, you are required to access the PayWay Management Tool. To apply for access to the Invoicing Tool, you need to sign these Terms and Conditions as well as the PayWay Invoicing Tool Merchant Agreement that describes, in detail, the Invoicing Tool service and terms.

- 4.4. **Dynamic QR Code Payment - API:** The application programming interface (API) that allows Customers to use printed QR Codes to facilitate payment has been developed for businesses or companies that run on Enterprise Resource Planning (ERP) automation services or other invoicing platforms. After you integrate with this API service, you will be able to display the ABA Pay payment QR codes on printed or electronic mediums. This will allow Customers to pay by scanning the QR code with their own ABA Mobile app or with any other financial applications that support QR payments and are supported by the PayWay Service. To apply for this service, you need to sign these Terms and Conditions, sign the Dynamic QR Code Payment – API Merchant Agreement, and sign the PayWay Printed Dynamic QR Payment and its terms.
- 4.5. **PayWay Mobile:** PayWay Mobile is a mobile point-of-sale (POS) application that runs on Android OS and has been developed for use by small businesses and individual entrepreneurs in facilitating acceptance of cashless payments through use of mobile devices. Customers can easily pay by scanning the QR code that is generated on your Android device. To apply for PayWay Mobile, you are required to review and accept these Terms and Conditions, and PayWay Mobile Merchant Agreement.
- 4.6. **PayWay POS:** PayWay point-of-sale (POS) can be used by medium- and large-sized businesses to accept payment through plastic bank cards as well as through QR-based payments. This service is facilitated through the use of a smart device for scanning and/or swiping/inserting/tapping the plastic card on the POS at the physical location where the sale is being made. To apply to use PayWay POS, you are required to review and accept these Terms and Conditions, as well as the PayWay POS Merchant Agreement.
- 4.7. **Printed Static QR Code for Payment:** The Printed Static QR Code has been developed for use by all types of businesses, ranging from individual and micro-sellers to small- and medium-sized enterprises (SMEs). The Printed Static QR Code can be scanned by Customers to facilitate your acceptance of their cashless payments. These QR codes are able to be printed on lanyards, stickers, and other materials provided by ABA Bank. To apply for a printed Static QR for payment to be created for your use, you are required to review and agree to these Terms and Conditions, as well as the PayWay POS Merchant Agreement.
- 4.8. In order to integrate with single or multiple PayWay services, you are required to sign a dedicated Agreement that describes your use of a particular payment channel, available services, fees and other relevant terms.

5. PAYWAY MANAGEMENT TOOL

- 5.1. After successful registration for PayWay, you will be able to access the Management Tool for monitoring and managing transactions. You can access the PayWay Management Tool with the personalized login credentials you have created at: www.payway.com.kh or in the PayWay Mobile App.
- 5.2. Through use of the PayWay Management Tool, you can access the following key features:
 - (i) View, search, and/or filter all purchase transactions in near real-time, with clear indications of the purchase status, its unique purchase ID, the amount of payment and form of currency in which it was made, the date and specific time of the transaction, and the source of the payment;
 - (ii) Refund payments after purchase is made, either in full or in part;
 - (iii) Export daily, weekly or otherwise regular purchase reports in formats such as excel or pdf;
 - (iv) Add new users in the PayWay Management Tool and assign rights and privileges for access to the PayWay platform, according to needs of your business; and
 - (v) Setup a discount program with a variety of variables, including payment method, number of discount transactions, and/or amount.

6. INTEGRATION

- 6.1. All payments made to Online Merchants will be processed via the PayWay Hosted Payment Page, unless agreed otherwise in the Merchant Terms and Conditions mentioned in Clause 4. In accepting these Terms, you acknowledge that all Customers, whether paying with their ABA Accounts or otherwise, must be directed to PayWay's secured Hosted Payment Page for processing of their payments.
- 6.2. You agree that you will not capture, register, or have the Customer fill in any payment details (expressly including account, debit and/or credit card information) on your site or on any other application, but will instead have the Customer submit their payment details directly into the PayWay Hosted Payment Page. You will not use "screenshotting" to capture payment details. You will also not use any other techniques, platforms, or emulation technologies for capturing payment details in addition to their being input into the Hosted Payment Page.
- 6.3. You shall be solely responsible for the installation, servicing, maintenance, security and operation of the software you need to connect to PayWay and submit Transactions for processing by ABA.

- 6.4. All card-related transactions must be processed through the Hosted Payment Page.
- 6.5. Merchant is responsible for complying with relevant instructions, installation manuals, and guidelines provided by ABA regarding installation and use of PayWay check-out procedures. You are also responsible for ensuring the latest updates available have been followed, adopted or installed. ABA is not obliged to provide notice of any changes the bank makes to the Software and related interfaces if those changes would not have an impact on your use of the Services if you had correctly followed the integration instructions and other usage manuals.
- 6.6. You agree to commit your best efforts to use of “defensive programming” when integrating with PayWay. For example, if applicable, you must ensure that automated decisions programmed into your systems are defaulted to non-delivery of products and services. You must also program your systems only to deliver products or services after receipt of an express authorization approving the payment requested, if applicable, rather than programming your system to deliver goods automatically unless an explicit rejection has been received.
- 6.7. If a payment request receives “authorized” status (or any other equivalent wording that would indicate the payment request has been approved), this means the payment transaction is likely to be successful. However, please note this is not 100% certain. Payment may still be blocked, or subject to Chargeback by the Account Holder (where Chargeback is possible under the relevant Payment Method Provider Rules), despite having originally been approved. The likelihood that a payment marked as “authorized” may nonetheless be blocked or otherwise unsuccessful is related to the Payment Method the Customer has used.
- 6.8. You must carry out testing of the integration of your e-commerce solutions with PayWay in accordance with ABA’s instructions before you deploy the Service. You are responsible for any and all expenses incurred related to failures in implementation and/or testing.
- 6.9. ABA reserves the right to change or amend the PayWay Platform and the interface at any time to provide you with a new version of the platform and/or to change the functionalities and characteristics of the Service. No changes will be implemented by ABA that the Bank believes will materially reduce the functionality of the PayWay Platform it has committed to providing you, unless such changes are made necessary by:
 - (i) the need to follow generally accepted changes in industry standards, changes in applicable laws or Scheme Rules;
 - (ii) the need for increased security due to security risks identified by ABA; or
 - (iii) other reasonable grounds which warrant the reduction of functionality.

- 6.10. If you are significantly impacted by a material reduction of functionality due to a change in the Software, you may terminate your Merchant Agreement by giving written notice to ABA within one month after ABA has announced the change.
- 6.11. ABA endeavors to minimize changes to the API Interface. ABA will announce material changes we intend to make to the API Interface and give you notice of such changes, when reasonably possible, at least one (1) month in advance of these changes taking effect. This notice is intended to allow you to prepare for any potential impact the changes may have on your use of PayWay. Be advised that ABA may be forced to shorten the notice periods we provide you in order to comply with applicable laws, respond to changes in requirements from Payment Method Providers, or respond to the need for increased security due to security risks.

7. UPTIME COMMITMENT

- 7.1. ABA commits to use all commercially reasonable efforts to achieve an average minimum Uptime of 95% (measured on a quarterly basis) of the Payment Interface, to receive Transaction requests, excluding from the Uptime calculation any downtime of the Payment Interface caused by your acts or omissions or those of any Payment Method Provider, changes implemented per your specific request, general internet failures, failures of specific Payment Methods, or force majeure. You are obliged to immediately notify ABA of any downtime you may experience when working with the Payment Interface, and to provide all reasonably requested information as ABA investigates and resolves the issue(s) causing such downtime.
- 7.2. ABA will use all reasonable efforts to avoid having to take the Payment Interface offline for executing planned maintenance. Should such maintenance nevertheless prove necessary, ABA will provide as much notice as practically possible and plan such maintenance in a manner and on a date and time to minimize the potential number of affected potential Transactions for all of our Merchants. Should emergency situations occur (e.g. as in the case of a force majeure event occurring, like a terrorist attack), unplanned maintenance may be necessary that necessitates the Payment Interface be taken offline. No matter the reason for the downtime, ABA will use all available resources to keep downtime to a minimum.

8. FEES AND CHARGES

- 8.1. You agree to pay Processing Fees required as a result of your use of PayWay. These fees may increase based on the Payment Method used by your Consumers and on the total volume of transactions generated from that specific Payment Method.
- 8.2. ABA has the right to change our Processing Fees and/or introduce additional fees and charges at any time, so long as ABA gives all Merchants 30 days' notice of the increase. You have the right to terminate the Merchant Agreement of the PayWay service affected

by the applied Processing Fees, at any time.

- 8.3. ABA will provide free PayWay Integration Support to all online Merchants for the first 30 business days following the date on which the Merchant has signed this Agreement. You, as Merchant, are liable to pay any additional Integration Support Fees that may be charged, should you reach out for assistance after this 30-day window has closed. These additional fees are set out in Annex A (Fees and Charges).
- 8.4. In the event that there is no activity on your PayWay account for three consecutive calendar months, you agree to pay a monthly Dormancy Fee. This fee is set out in Annex A (Fees and Charges).
- 8.5. You authorize ABA to debit from your Merchant Account any and all fees or other applicable charges, as described in Annex A (Fees and Charges).
- 8.6. You are prohibited from adding any additional fees to any Transactions unless such fees have been previously approved in the Merchant Agreement. If you add any additional fees to any Transactions, you will be liable for penalties to be imposed by the Payment Method Provider.

9. CHARGEBACKS

- 9.1. In signing this Agreement, you agree to be held liable for all Chargebacks and Chargeback Assessment Costs. The decision of any Card Payment Scheme or Payment Method Provider to issue a Chargeback or provide a negative Assessment is final and binding. ABA is not obligated to investigate the validity of any Chargeback or Assessment made by any Card Payment Scheme or Payment Method Provider.
- 9.2. You agree that all Chargebacks, Assessments and Chargeback Assessment Costs will result in debts owed by you, the Merchant, to ABA. You must immediately pay ABA the amount, in full, to cover the costs of all Chargebacks and Chargeback Assessment Costs; this amount will be automatically charged to your ABA account, and you will be notified after the charge has been deducted from your account. In addition, you as Merchant agree that:
 - (i) ABA is authorized to deduct from your Bank Account the amount equivalent to the amount owed due to Chargebacks and Chargeback Assessment Costs;
 - (ii) ABA is authorized to deduct from any amount received by ABA on your behalf from a Payment Method Provider, the amount of the Chargebacks and Chargeback Assessment Costs;
 - (iii) ABA can invoice you for the amount of the Chargebacks and Chargeback Assessment Costs.

- 9.3. If ABA is not paid the full amount to cover the total costs of the Chargebacks and Chargeback Assessment Costs by the means set out above, ABA is entitled to recover the full amount owed to us by any means available to us, including deducting such amount from any other of your ABA bank accounts.
- 9.4. You acknowledge that Chargebacks may occur a long time after the original transaction has been completed. Therefore, you agree that ABA is entitled to recover from you all of the Chargeback and Chargeback Assessment Costs on any Transaction occurring during the term of this Agreement, even if you have already terminated this Agreement.

10. HANDLING DISPUTES

- 10.1. The settlement of disputes shall be between you and the Customer. ABA will not revoke and/or reverse any completed purchase transaction, regardless of the outcome of dispute settlement between you and the Customer.
- 10.2. ABA shall not be held responsible for disputes arising from:
- (i) Errors in payment amount made due to your mistakes or errors;
 - (ii) Customers not receiving their goods or services from you, despite their payment for these goods or services;
 - (iii) You not being contactable; or
 - (iv) Wrongful or fraudulent acts committed by you, or miscommunications caused by you, in your relations with you Customer(s) or in your use of the PayWay Service.

11. MERCHANT SUPPORT

Regular support from ABA is available to you by email (digitalsupport@ababank.com) or by website (<https://payway.com.kh>) on business days, Monday through Friday, during our working hours between 8:00 am and 5:00 pm. Emergency support is available every day, 24 hours per day, through our phone support service at +855 (0) 23 225 333. ABA assistance will always be free of charge, though charges from data or cell service providers may apply.

Our support help desk languages are Khmer and English. Our website contains a full description of our PayWay services for you to review. Also available on our website is our PayWay Developers Suite, which allows prospective Merchants to preview all PayWay portal functions and experiment with making and accepting payments. You can register for a PayWay sandbox account at <https://sandbox.payway.com.kh/welcome/>.

12. CUSTOMER POLICIES AND REFUNDS

- 12.1. As an Online Merchant, you must have Customer Policies or Terms and Conditions that your Customers must review and accept prior to purchase of your business' goods or services. You are responsible for receiving an acknowledgement from each of your Customers that the Customer has reviewed the Customer Policies or Terms and Conditions before their purchase has been made.
- 12.2. If you fail to provide these policies to a Customer before the Customer purchases your goods or services, then you must give a full Refund to the Customer upon the Customer's request. You must then pay the Refund to the Customer through the PayWay Management Tool, using the same Payment Method that the Customer used to pay you. Therefore, if a Customer paid via Card, ABA account or e-Wallet, you must pay the Refund to the Customer using the same Payment Method.
- 12.3. You cannot and should not give Refunds in cash, unless you are required to do so by law. You may not accept cash or any other form of compensation for making a Refund to a Card, ABA account or other payment method.
- 12.4. Any Refund you are required to pay must be given to a Customer within thirty (30) calendar days of the original transaction date.
- 12.5. ABA reserves the right to refuse to execute a Refund or to suspend your ability to grant Refunds for the following reasons:
 - (i) A Refund is not allowed under Cambodian law;
 - (ii) The conditions for paying a Refund under the PayWay Terms and the Customer Policies have not been met; or
 - (iii) You are under fraud investigation, whether because you have too many Chargebacks or for other risk-related reasons.
- 12.6. ABA will notify you of any refusal or suspension, and ABA will indicate reasons for such refusal or suspension subject to restrictions under Cambodian law. ABA will also explain the process for correcting factual mistakes, when possible.

13. MERCHANT OBLIGATIONS

- 13.1. You are responsible for the necessary implementation and adaptation of your infrastructure to enable stable communication with PayWay, unless the PayWay services you are using do not require integration.
- 13.2. When using PayWay Services, your equipment and software must at all times comply with

the requirements and specifications provided for such equipment by ABA.

- 13.3. You are solely responsible for identifying any errors in your PayWay transactions and/or in your Bank Account. You agree to notify ABA of any errors you have spotted immediately. ABA will investigate and, where appropriate, attempt to rectify any reported errors, including any errors made by ABA or by the Payment Method Providers. However, if you fail to notify ABA of any errors within three (3) calendar days of the date of the Transaction, you shall be solely liable for all losses and other costs associated with the error.
- 13.4. You must inform ABA in the form of a written notice within three (3) business days if any of the following occur:
 - (i) any information you provided to ABA in the Application Form changes;
 - (ii) any change in the basic nature of your business, including selling any products or services not related to your current business, takes place;
 - (iii) any transfer of control over you, including any changes in the owners of your business, or termination of any partnerships related to your business;
 - (iv) you closes your business or you becomes insolvent or bankrupt;
 - (v) there is a change in your financial condition or you are subject to any regulatory actions that may adversely affect ABA under this Agreement;
 - (vi) any of your transaction data is accessed by any unauthorized person or entities;
 - (vii) you hire any third-party or agent, including payment processors, vendors, software and web-hosting providers, payment gateways, or any other service providers that process or store transaction data.
- 13.5. If you fail to notify ABA of any of the matters listed above, ABA can suspend or terminate your PayWay Account at any time.
- 13.6. You are responsible for the accuracy and completeness of the information supplied to ABA. All information contained in your Application and any other documents delivered to ABA must be true and correct, and the documents completely and properly reflect your business operations.
- 13.7. You must use the PayWay Services responsibly, and not for any unlawful activities.
- 13.8. You must have good title or ownership over the products and services you offer to Customers.

13.9. In accepting this Agreement, you agree to familiarize those of your employees who have access to PayWay with the requirements of these General Terms and Conditions, and with the terms and conditions for other PayWay Services you have similarly accepted.

14. MERCHANT RESTRICTED ACTIVITIES

14.1. You have a duty as Merchant to ensure the information you provide and activities you conduct through PayWay shall not:

- (i) be false, inaccurate or misleading, or in any way be linked to gambling activities, fraudulent activities, or the sale of counterfeit or stolen items;
- (ii) assist in illegal money lending;
- (iii) violate ABA's Acceptable Use Policy or cause ABA to receive excessive complaints regarding your PayWay Profile or business;
- (iv) present to ABA a risk of non-compliance with ABA's anti-money laundering obligations (including, but not limited to, cases in which ABA cannot verify your identity);
- (v) engage in any business dealings involving cryptocurrencies, unapproved initial coin offerings, cryptocurrency exchanges and any other related businesses or dealings;
or
- (vi) use PayWay to accept payments for any goods or services which include, but are not limited to, the following: pornography, escort services, gambling, casinos, lotteries, guns, rifles, weapons, ammunition shops, child labor, racist or anti-democratic media, forex exchanges, tobacco or alcoholic beverages, shell companies (companies with no physical presence in Cambodia), unregulated businesses, wildlife trading, radioactive materials, unbound asbestos fibers, pharmaceuticals subject to international phase outs, and/or banned goods such as ozone-depleting substances.

14.2. Should you receive any data and information through the PayWay Application which is not intended for you, you agree that all such data or information shall be deleted immediately and that you shall immediately notify ABA of your receipt of this information without delay, by any reasonable means.

14.3. You are prohibited from applying any additional fees or charges to any transactions other than those indicated in this Agreement. If you impose additional fees, you will be strictly liable for all penalties imposed by the Payment Method Provider or any others who may impose penalties as a result of this decision. Additionally, if you violate this clause, ABA has right to suspend your PayWay Account immediately.

14.4. You are prohibited from accepting payments on behalf of other persons or entities. If you violate this clause, ABA will suspend your PayWay Account immediately.

15. ABA OBLIGATIONS

15.1. ABA will provide you with access to PayWay for the purpose of receiving payment transactions from approved Payment Method Providers. For the sake of clarity, it is noted that the PayWay Services do not provide transfer services.

15.2. ABA shall ensure that, where PayWay involves processing of payment card data, the Service meets the certificate and security requirements specified by card organizations and authorities.

15.3. PayWay is available 24 hours per day and 7 days per week for the transmission of payment transactions.

15.4. ABA shall not be responsible for the functionality or availability of third-party services that may impact your use of PayWay, including but not limited to telecommunication services or Payment Method Providers.

15.5. ABA shall provide support to the Merchant during the integration stage, as specified in Clause 6 of these Terms and Conditions. This support may be subject to a separate charge.

15.6. ABA is entitled to interrupt the use of the PayWay Service if necessary to conduct maintenance, address a security breach, repair or develop the Service, or for any other reason that ABA reasonably believes justifies the interruption. ABA will notify you of any interruption in the use of the Service in advance, when possible.

15.7. ABA will inform you of any significant changes to the PayWay Service that will require you to make changes to your e-commerce solution integration thirty (30) days prior to the change taking effect. The Merchant undertakes to make necessary updates in its infrastructure within the time limit specified by the Bank. The Merchant is responsible for its own costs in respect of changes to its own systems, as well as for the implementation and testing thereof.

16. RISK MITIGATION

16.1. As part of the Bank's vigilant risk mitigation measures, ABA reserves the right:

- (i) To set and change limitations on the transaction amount, conditions of this Agreement, and other matters at any time, without giving prior notice;
- (ii) To conduct an inspection of your website and/or points-of-sale or business premises;

- (iii) To require the production of documents evidencing the your identity and business activities, for the purpose of compliance to ABA’s Internal Policy and/or laws and regulations and/ or for any other reasons ABA deems fit; and
 - (iv) To add, modify or remove any PayWay Specific Service or any features at its absolute discretion from time to time as ABA sees fit.
- 16.2. ABA shall not be liable to you or to your Consumers for any incompleteness, unavailability, failure, interruption, suspension or delay in PayWay (including the transmission of any alerts or notifications, or receipt or execution of any instructions) due to any factors not under ABA’s reasonable control.
- 16.3. You agree that your name and standard logo (as published by you) may be included by ABA on the PayWay client list on its website and shown in ABA Mobile, social media channels and in ABA’s sales materials. Any other use of your name, logo or information shall only occur with your prior written approval, which you may withhold at your discretion.
- 16.4. You may, whether in a section entitled “Frequently Asked Questions” or in a similar informational section on your website, refer to ABA or PayWay as your payment service provider. You may also include a link to the PayWay website (<https://payway.com.kh>) in such context. You may not, however, ever mention ABA on your website. You must in each instance in which you mention PayWay on your website also clearly state that your Customers should not contact ABA for support or for answers to any questions regarding payments processed with you through the PayWay platform.

17. TAXES

- 17.1. You are liable to pay all taxes and charges imposed by any governmental authority on any Transaction processed as part of the Services and under this Agreement.
- 17.2. You shall not impose any tax on any Transaction unless such tax is required by law. If Merchant is legally required to collect a tax, the tax must be collected at the time of payment.

18. SECURITY AND GENERAL PRECAUTIONS

- 18.1. You are responsible for and must employ your best efforts to ensure the access to your PayWay account is secure and limited to you and your employees, in order to prevent any unauthorized access and protect Personal Information at all times. For example, you and your employees must:
- (i) not share personal Login Credentials with another person;

- (ii) not leave electronic devices unattended while you remain logged into the PayWay Dashboard on such devices;
 - (iii) ensure that your Login Credentials remain confidential and that you and your employees take all reasonable steps to prevent them from being disclosed; and
 - (iv) not disclose your Security Credentials to anyone (including the police, bank staff or loved ones), unless compelled by law to do so.
- 18.2. You must take necessary steps to change your PayWay Access Credentials and to notify ABA immediately by calling +855 (0) 23 225 333 upon becoming aware that:
- (i) Your PayWay Access Credentials have been compromised or have become known to or may be known to another person; or
 - (ii) There has been unauthorized access to your PayWay Profile(s).
- 18.3. You must promptly update, and keep updated, the operating system and security software on every electronic device on which the PayWay Platform is operational. This requires that you make such updates when they are released by the device manufacturer or device operating system provider.
- 18.4. Before you sell or permanently give your device to any person, you must delete any saved information related to the PayWay Platform that may be saved on the device.

19. DATA PROTECTION AND PRIVACY

- 19.1. You must use PayWay in a lawful manner and must obey all laws applicable to your use of the PayWay Services. You agree that you will comply with all applicable legal obligations and security measures, including the Cardholder Information Security Program and any security measures required by the Payment Method Providers.
- 19.2. You guarantee that you will not copy, capture or intercept Payment Details such as credit card numbers, account numbers, CVV Codes, or 'PIN' codes that are entered on the Hosted Payment Page. This rule is imposed by the Payment Method Providers to protect Account Holders against misuse of their Payment Details (like credit card or account numbers) and is strictly enforced by the Payment Method Providers. A violation of this rule can lead to the application of high Fines by the Payment Method Providers.
- 19.3. If ABA has reason to believe that you are copying, capturing or intercepting Payment Details, ABA has the right to suspend processing of all Transactions and Settlement. You shall fully indemnify and hold ABA harmless from any losses, claims (including applied Fines by the Payment Method Providers), costs or damage ABA incurs as a result of your breach of this obligation.

19.4. You may securely store the following Customer information:

- (i) transaction records;
- (ii) transaction receipts; and
- (iii) other evidence of a sale as necessary for your business.

This information must be kept confidential and may only be accessed by authorized personnel.

19.5. To the extent that you are allowed to collect information about a Customer under the PayWay Terms, you agree not to disclose any Customer information unless you are allowed to do so under the PayWay Terms, or as required by law.

19.6. If you use or store any data in a way that is not permitted by law or by the PayWay Terms, ABA has the right to terminate this Agreement without notice. You will also be liable for all Assessments imposed by the Payment Method Provider.

20. ABA LIABILITY

20.1. ABA will not be liable for any loss arising from your use of PayWay, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person or entity) or if you have caused or contributed to such loss, for example, by failing to comply with any of the PayWay General Terms and Conditions or other applicable terms. It is your choice to use PayWay Services and/or Application, and you are liable for the risk inherent in this decision. To the greatest extent permitted by law, ABA accepts no liability for any loss to you if you have engaged in the aforementioned activities, including in the event ABA refuses or fails to process a transaction request or delays in doing so.

20.2. ABA is not liable for losses incurred by you as a result of ABA's failure to comply with its obligations in connection with circumstances beyond the Bank's control. ABA cannot be held responsible for losses incurred as a result of:

- (i) breakdown of or lack of access to IT systems, or of damage to the data maintained in these systems as a result of any of the reasons listed below, irrespective of whether ABA or a third party is responsible for the operation of such systems;
- (ii) a power supply failure or failure in ABA's telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking);
- (iii) strikes, lockouts, boycotts or blockades, regardless of whether the conflict is

directed against or was started by the ABA and regardless of the cause of such conflict.

- 20.3. ABA shall not be liable to you or to any third party for any consequential, indirect, special, incidental or exemplary damages relating to this Agreement or the Services, whether such damages are foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action. ABA shall not be liable to you for any loss of data, goodwill, profits, investments, or use of money, or any other losses, even if ABA has been advised on the possibility of such damages.

21. MERCHANT LIABILITY

- 21.1. You, the Merchant, acknowledge that any unauthorized reproduction by you of any proprietary information provided or available via PayWay Services and/or Application or any portion of it may result in legal action being taken.
- 21.2. You will be liable for any loss suffered by ABA (including consequential loss) which results from your fraud or negligence, or your violation of the PayWay General Terms and Conditions.
- 21.3. You will be liable for any loss suffered by ABA resulting from the unauthorized access to or use of any service available in PayWay to which you have contributed through your failure to comply with the PayWay General Terms and Conditions.
- 21.4. You agree to waive the right to claim damages in all cases from ABA and for all losses. However, notwithstanding your waiver, if you are entitled to damages under applicable law, you agree that your damages shall not exceed the total of all fees paid to ABA over the past one month.
- 21.5. You agree to indemnify ABA, ABA's affiliates, agents, employees and directors against all losses, claims, liabilities, damages, expenses, fines, and penalties, including attorney fees resulting from or in connection with your violation of this Agreement, or arising out of any fraudulent act, negligent or willful conduct committed by you, or the conduct of your employees or agents, including, but not limited to, claims of third parties arising out of or in connection with your products or services.

22. DISCLAIMER OF WARRANTIES

ABA disclaims all warranties related to the Services, whether express, implied, statutory, or otherwise. You acknowledge that PayWay and the Services are computer network-based services that may be subject to outages and delays. As such, ABA does not guarantee continuous or uninterrupted access to the Services. You also acknowledge that your access to the Services and the s may at times be restricted for maintenance. ABA will

make reasonable efforts to ensure that Transactions are processed in a timely manner; however, ABA will not be liable for any interruption, outage or failure to provide the Services.

23. INTELLECTUAL PROPERTY

- 23.1. You agree that ABA owns and retains all rights, title and interest to the ABA Marks, Merchant Portal, PayWay Payment Platform, PayWay Mobile Application and PayWay Documentation, and all copyrights and any related technology used under this Agreement, including but not limited to all intellectual property rights associated with the ABA Marks, Merchant Portal, PayWay Payment Platform and the PayWay Documentation (collectively, "ABA IP"). No title to or ownership of any ABA IP is granted or transferred to you or any other person or entity under this Agreement.
- 23.2. You agree that you will not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the ABA IP or related technology.
- 23.3. ABA grants you, and you accept from ABA, a non-exclusive, non-transferable license and right to use the PayWay Documentation for the purpose of using the PayWay Payment Platform. ABA reserves the right to terminate this license at any time.
- 23.4. ABA grants to you, and you accept, a non-exclusive, royalty-free, fully-paid right to use and display the ABA Marks on your website, in connection with your offering of PayWay to your Customers. ABA reserves the right to terminate this license at any time.
- 23.5. You grant ABA a non-exclusive, royalty-free, fully paid-up right to use and display your Marks as necessary in connection with the performance of the PayWay Services.
- 23.6. You are granted a non-exclusive and non-transferable license to electronically access and use the PayWay Payment Platform and the Merchant Portal only in the manner described in this Agreement. ABA may make updates to the PayWay Payment Platform and the Merchant Portal available to you automatically, as electronically published by ABA. ABA may require you to agree to the terms of the license before using the updated PayWay Payment Platform and Merchant Portal, which you must accept prior to continuing use of these updated platforms. ABA reserves the right to terminate this license at any time.
- 23.7. Your use of the PayWay Services and/or Application does not grant you the right to use the trademark or any other intellectual property right of ABA PayWay Services and/or Application unless ABA grants its express written approval.

24. SUSPENSION OR TERMINATION

- 24.1. Notwithstanding anything herein to the contrary, ABA may, at any time, suspend or

terminate your right of access to PayWay Services and/or Application or any part thereof if ABA has reason to believe there is a breach or potential breach of any terms mentioned in PayWay General Terms and Conditions.

- 24.2. ABA shall automatically terminate your right of access to PayWay Services and/or Application if you should be deemed blacklisted, whether by ABA or by any relevant national or international authority, or should be included in any negative reports that indicate misuse of ABA's services.
- 24.3. In the event that You do not conduct any transactions and/or there is no activity on your PayWay account for a continuous period of six (6) months, your PayWay Services will be deemed inactive, your account will be deregistered, and your access to the platform will be rescinded.
- 24.4. You may cancel your PayWay account at any time by notifying ABA in writing or by phone.
- 24.5. You acknowledge that termination of your account shall not affect your liability or obligations with respect to payment instructions provided to and/or processed by ABA on your behalf prior to your account's termination.

25. CONFIDENTIALITY

The Terms and Conditions of this Agreement are confidential. You are not permitted to disclose this Agreement to anyone, other than your accountants, auditors, lawyers and other professional advisors, unless you receive ABA's approval or disclosure is required by law.

26. RIGHT TO AMEND

- 26.1. ABA has the right to change or add to the terms of this Agreement, including alteration of aforementioned PayWay Terms, at any time, and to change, delete, discontinue, or impose conditions on the use of the Services by posting such changes on ABA's website. ABA will provide you notice of any changes through the Merchant Portal, by email, or through other means.
- 26.2. Your use of the ABA Services and of the PayWay Payment Platform after a change has taken effect and you have received notice of this change constitutes your acceptance of the terms of the modified Agreement. You can find out when the Agreement was last changed by checking the "Last updated" date at the top of the Agreement.
- 26.3. If you do not accept a change to this Agreement, you must terminate the Agreement by ceasing use of PayWay before the change takes effect and acting in compliance with the "Suspension or Termination" requirements outlined in Clause 24.

27. GOVERNING LAW AND DISPUTE RESOLUTION

- 27.1. This Agreement is governed by the laws of Cambodia.
- 27.2. All Low Value Disputes shall be referred to the courts of Cambodia.
- 27.3. Except for Low Value Disputes, all other disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination, shall be referred to and finally resolved by arbitration in the Kingdom of Cambodia. This arbitration shall be in accordance with the Arbitration Rules of the National Commercial Arbitration Center (NCAC) being in force at the time of commencement of arbitration. By reference in this clause, the NCAC Rules are deemed to be incorporated as part of this contract. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English, unless both parties agree to conduct the arbitration in another language.

28. COMPLETE AGREEMENT

The Agreement constitutes the entire agreement between Merchant (referred to herein as “Merchant” and “you,” “your,” “yours”) and ABA (referred to herein as “ABA” and “us,” “we,” “our”) for the matters discussed in this Agreement. Any prior agreement, oral or written, in conflict with this Agreement shall be null and void.

ANNEX-A
List of Fees & Charges as of November 2020

Description	Fees & Charges	Remark
Dormancy for inactivity longer 90 days.	XX/monthly	
Technical Integration Support that goes beyond window of 30 business days	\$200	

