

## MAYBANK CREDIT CARD TERMS & CONDITIONS

The issuance of the attached Maybank Visa Card/AMEX Card (whether a primary or supplementary card) (the "Credit Card") by Maybank (Cambodia) Plc. (the "Bank", or "us" or "we"), to you (or in the case of a supplementary card, to the supplementary card member) and the use of the Credit Card by you or the supplementary card member will be subject to the following terms and conditions. These terms and conditions will be binding on you immediately when you (or the supplementary card member, as applicable) acknowledge receipt of the Credit Card, or when you (or the supplementary card member, as applicable) activate or use the Credit Card, whichever comes first.

### 1. ACCEPTANCE OF CREDIT CARD

- 1.1 You must sign the Credit Card immediately upon your receipt of the same. If you do not agree to these terms and conditions, you must cut in half or destroy the Credit Card. If you do not do so, you will be taken to have agreed to these terms and conditions without reservation.
- 1.2 You must not allow any other person to use the Credit Card or disclose the PIN to any person.

### 2. THE CREDIT CARD FACILITY

- 2.1 The Credit Card entitles you to utilize certain Credit Card facilities within the Credit Limit, subject to these terms and conditions.
- 2.2 ATM/SRM facilities have been incorporated in your Credit Card allowing you to effect banking transactions with us by electronic means, whether through an ATM/SRM, a CHIP Reading Terminal or otherwise.

The Credit Card facilities presently consist of:

- (a) The purchase of goods and/or services from Authorized Merchants; and
- (b) Cash Withdrawals from any ATM/SRM. We may from time to time at our discretion make available to you one or more other Credit Card facilities. If we do so, the terms and conditions governing such other facility will be set out in an addendum to these terms and conditions.

### 3. USE OF THE CREDIT CARD

- 3.1 You must use the Credit Card in the following manner:
  - (a) Purchase from any Authorized Merchants:
    - (i) You must enter your PIN when prompted; or
    - (ii) You must sign a Sales Draft prepared by the Authorized Merchant; or
    - (iii) In the case of distance purchases (such as purchases made via the Internet, mail order or telephone order), you may effect a purchase without signing a Sales Draft or entering your PIN, by providing the Authorized Merchant with your Credit Card number together with certain other particulars stated on the Credit Card.
  - (b) Cash withdrawal from any Authorized Cash Outlet:
    - (i) You must sign on a Cash Withdrawal Draft prepared by the Authorized Cash Outlet.

- (c) Cash withdrawal through ATM/SRM:
  - (i) You must use your PIN to gain access to your Credit Card Account.

**3.2 Debiting your Credit Card account(s)**

- (a) We will debit your Credit Card Account with the amount of all purchases and Cash Withdrawals made using your Credit Card.
- (b) You authorize us to debit your Credit Card Account for each purchase or Cash Withdrawal evidenced by a Sales or Cash Withdrawal Draft. This applies even if the Authorized Merchant has overcharged or undercharged you.

**3.3 You must comply with all the requirements, directions and guidelines issued by us from time to time relating to the use of the Credit Card and the relevant services provided to you.**

**3.4 You agree that our record of transactions undertaken with your Credit Card is conclusive and binding on you and shall constitute conclusive evidence of the debts incurred by you and debited to your Credit Card Account.**

**3.5 You should not use your Credit Card for the purpose of betting, including lottery tickets, casino gaming chips, off-track betting, wagers at race tracks. If you do so, these transactions will be considered to be Cash Withdrawals, and we will impose the relevant Cash Withdrawal Fee on each such transaction.**

**4. CREDIT CARD ACCOUNT**

- 4.1 You may either apply for a monthly e-statement of account or request a physical monthly statement showing the amount of Credit Card charges you have incurred and your Credit Card Account balance.
- 4.2 The records and entries in your monthly statement of account shall be deemed to be accurate and binding on you, unless we receive a written notice to the contrary within 20 days from the closing date of the relevant Billing Period as indicated on the statement.
- 4.3 If we receive such a notice within the stipulated time, we will review your Credit Card Account and make any adjustments and rectifications that we deem appropriate. This clause does not affect your obligations under Clause 7.

**5. CREDIT LIMIT**

- 5.1 We may at any time and from time to time at our discretion, and without prior notice or needing to give you any reason, revise your Credit Limit (including reducing it). The new limit will take effect upon the revision date. You will in any event be deemed to have been notified of the new limit upon issuance of your monthly statement of account, which will reflect the new limit.
- 5.2 If you have two or more Credit Card Accounts with us, a combined Credit Limit representing the total credit limit extended across all such accounts will be assigned to you.
- 5.3 You must not exceed your Credit Limit at any time. If you do so, you must pay us the excess immediately upon receipt of your monthly statement of account.
- 5.4 You may, at our discretion, obtain cash where such Cash Withdrawal will not cause your Credit Limit to be exceeded, by:

- (a) Presenting the Credit Card at any of any Authorized Cash Outlet with evidence of your identity and by signing the Cash Withdrawal Draft; or
- (b) Using your Credit Card at any ATM/SRM, although each Cash Withdrawal will be subject to the applicable daily withdrawal limit or the limit for Cash Withdrawal transactions applicable to the ATM/SRM.

5.5 We may, in our discretion and without needing to give you any reason, impose a ceiling (expressed as a percentage of your Credit Limit and/or your available balance) on the amount of any Cash Withdrawals, and may from time to time vary such ceiling (including reducing it).

## 6. DISPUTES

- 6.1 Any dispute, discrepancy or difference arising from the cardholder's statement shall be filed or reported to Maybank within 20 days of the statement's date. Otherwise, the cardholder shall be deemed to have conclusively accepted all charges on the statement. Furthermore, the cardholder has provided the necessary information requested by the bank to support the chargeback within the requested timeframe.
- 6.2 In the event that the Cardholder disputes any Transaction, Maybank may at its absolute discretion deem fit conduct any investigation(s) regarding the disputed Transaction(s) wherein the following shall apply:
  - (a) If Maybank's investigation(s) reveal or indicate that the Cardholder is liable for any of the disputed Transaction(s), Maybank shall be entitled to levy the following charges:
    - (i) Charge(s) of ten (10) United States Dollars per transaction;
    - (ii) Interest(s) will be posted to cardholder until the finalization of the investigations(s) by Maybank.
    - (iii) No Interest and/or investigation charge(s) shall be levied in the event that the investigation(s) reveal that the Cardholder is not liable for any of the disputed Transaction(s).
  - (b) Maybank's findings in any investigation conducted in relation to the Credit Card Account shall be conclusive, final and binding on the Cardholder unless having other evidences.
- 6.3 For Maybank American Express Credit Card, any transaction amount less than USD25.00 will not be allowed to dispute or chargeback.

## 7. PAYMENT

- 7.1 Once you receive (or are deemed to have received) the monthly statement of account for your Credit Card Account, you must make payment as follows:
  - (a) By paying the entire amount of the Total New Balance on or before the Due Date;
  - (b) Alternatively, by making a Minimum Payment as follows:-
    - (i) Where the Total New Balance is within your Credit Limit, an amount not less than ten percentage (10%) of the Total New Balance subject to a minimum of US Dollar Ten (USD10.00) only; or

- (ii) Where the Total New Balance exceeds your Credit Limit, the whole of the amount in excess of the Credit Limit together with an amount not less than ten percentage (10%) of the Total New Balance (but including any amount shown as past due on the monthly statement of account).

- 7.2 Finance Charges will be imposed on the debts arising from any outstanding purchase transactions and/or Cash Withdrawal transactions.

For purchase transactions, finance charges will be calculated as below:

- For transaction in the first statement: If statement balance is not paid in full, finance charges on the remaining balance will be calculated from the due date until full payment is made.
- For the second statement onward: If statement balance is not paid in full, finance charges on new transactions remaining in the balance, will be calculated from the transaction date until full payment is made.

For Cash Withdrawals, finance charges will be calculated from the transaction date until full payment is made.

The rate of Finance Charges will be determined by us from time to time. Finance Charges are calculated in the manner described in Annexure 1.

- 7.3 If the Minimum Payment is not received by bank by the Due Date, a late payment charge will be 1% of the unpaid outstanding balance or USD10.00, whichever is higher.
- 7.4 We will apply any payment received from you in the order of balances attracting the highest interest rate to those attracting the lowest interest rate.
- 7.5 All payments by you to us may not be made subject to any deduction (whether on the basis of any claim or counterclaim or right of set-off you think you might have against the Authorized Merchant, Authorized Cash Outlet, or otherwise).

## 8. FEES AND CHARGES

- 8.1 You will pay (and authorize us to debit your Credit Card Account with the amount of) the fees and charges set out in Annexure 2 to these terms and conditions. We may from time to time revise these fees and charges (including by changing the types of fees and charges or the amount of any fees and charges) by issuing a revised Annexure 2 or a notice to that effect or such other site as made known to you from time to time. The revised fees and charges will be binding on you on the date stipulated in such revised Annexure or notice.
- 8.2 All fees and charges and any applicable tax will be debited to your Credit Card Account when due and payable and are not refundable.
- 8.3 Any taxes or levies imposed by law or on any fees/charges will be charged by us to you at the current prevailing rate.

## 9. POSSESSION OF THE CREDIT CARD

- 9.1 The Credit Card belongs to us at all times. You may not part with possession or control of the Credit Card for any purpose not authorized by us.
- 9.2
- (a) You must use reasonable precautions to guard against the theft, loss or unauthorized use of your Credit Card. If such an event occurs, you must notify us immediately by

e-mail or telephone (and if by telephone or to a member of Visa or AMEX International, to be followed immediately by a written confirmation to us of such event). You must also make a police report as soon as possible.

- (b) You will be liable for unauthorized transactions which required presentation of your Credit Card and PIN/Signature verification if you:
  - (i) Acted fraudulently;
  - (ii) Delayed in notifying us upon discovery of the loss, theft or unauthorized use of the Credit Card;
  - (iii) Voluntarily disclosed the PIN or allowed another person to use the Credit Card;
  - (iv) Recorded the PIN on the Credit Card or anything kept in close proximity with it; or
  - (v) Negligently (1) left the Credit Card unattended or (2) allowed your PIN to become known to any person.

9.3 At your request, we may replace the Credit Card at a fee of fifteen U.S. Dollars (USD15) for each replacement Credit Card under a Credit Card Account if such replacement is required due to:

- (a) Loss/stolen or damage;
- (b) The unauthorized disclosure of the details relating to the Credit Card to a third party; or
- (c) Your request to change the Credit Card number.

9.4 You must immediately return the Credit Card cut in half to us upon:

- (a) Its expiry;
- (b) Our demand; or
- (c) Discovery of the Credit Card after you have notified us of its loss (in which case you shall not make any further attempt to use the Credit Card).

## 10. CARD AND PIN SECURITY

### 10.1

- (a) You must ensure that all information provided to us is accurate and up-to-date.
- (b) You must update your information particulars at our request for our record, verification and security purposes.

### 10.2

- (a) You must ensure at all times that the PIN is kept strictly confidential and secure and is not disclosed to any third party. To this end, you must:
  - (i) Destroy any PIN notification advice as soon as possible after receipt;
  - (ii) Ensure that the PIN is kept in a secure location and not keep written records of the PIN anywhere on, with or near the Credit Card;
  - (iii) Not allow any other person to see your PIN during any PIN entry;
  - (iv) Not use the PIN negligently so as to allow any unauthorized transactions to be undertaken by any third party;

- (v) Avoid using a number which is easily determined (such as a date of birth or identity card number or mobile number) as the PIN;
- (vi) Notify us immediately upon becoming aware that the PIN may have been compromised in any manner (for example, if you receive a short message service (SMS) or push notification transaction alert in relation to an unauthorized transaction);
- (vii) Use the Credit Card responsibly and not for any unlawful activity; and
- (viii) Check each monthly statement of account with due care and report any discrepancy without undue delay.

## 11. SUPPLEMENTARY CREDIT CARD

- 11.1 If you are the Principal Cardholder, we may at your request and at our discretion, issue a Supplementary Credit Card to a person nominated by you. Such Supplementary Credit Card will be subsidiary to the Credit Card issued to you and all charges incurred under the Supplementary Credit Card will be charged to your Credit Card Account.
- 11.2 These terms and conditions will apply equally to any Supplementary Credit Card. By using a Supplementary Credit Card, the Supplementary Cardholder will be taken to have agreed to these terms and conditions as they apply to him or her. If you are the Principal Cardholder, you will be liable:
  - (a) For all actions of your Supplementary Cardholder, and all charges (including fees, costs and Finance Charges) incurred by your Supplementary Cardholder; and
  - (b) To ensure that your Supplementary Cardholder observes these terms and conditions (as they apply to him or her), and complies with his or her obligations. All references to “the Credit Card” in these Terms and Conditions, and to the liabilities incurred by you in relation to use of the Credit Card, shall be construed accordingly.
- 11.3 Notwithstanding the above, the Supplementary Cardholder will also be liable for all charges incurred by him or her in a personal capacity.
- 11.4 We may in our discretion, agree to any request made by you to grant a Supplementary Cardholder access to your Maybank current account or saving accounts or use of the ATM/SRM.
- 11.5 You may request in writing that any Supplementary Credit Card be cancelled. If you do so, the Supplementary Credit Card must at the same time be cut in half, and the cut halves returned to us. The cancellation will not, affect any of our or your accrued rights or obligations.

## 12. DEFAULT

- 12.1 Each of the following events is an event of default:
  - (a) If you fail to pay any sum payable by you under these terms and conditions when due; or
  - (b) If you exceed the Credit Limit; or
  - (c) If you or any Supplementary Cardholder breaches any of the terms of this Agreement; or

- (d) If bankruptcy or similar proceedings are lodged against you (no matter where), and the proceedings are not set aside within thirty (30) days; or
- (e) If any monetary judgment is made against you and is not fully settled or set aside within thirty (30) days; or
- (f) If, in our view, your financial position or your ability to perform this Agreement has become impaired; or
- (g) If the Credit Card or any Supplementary Credit Card is used to make payment for any illegal purchase or in any unlawful transaction; or
- (h) If the Credit Card or any Supplementary Credit Card issued to purchase goods or services that are not for personal use and are intended to be resold or that are purchased for commercial or business use or exploitation.
- (i) In case of the Credit Card or any Supplementary Credit Card's creditworthiness, including but not limited to: downgrade of internal credit rating, adverse financial performance, default under any other agreement, material adverse change in business operations, or any indicator deemed by the Bank to suggest heightened credit risk.

12.2 If any one or more of the above events occurs, then we may in our discretion :

- (a) Cancel or refuse to renew your Credit Card, and/or any Supplementary Credit Card; or
- (b) Suspend or restrict the use of your Credit Card and/or any Supplementary Credit Card. In such an event, all sums owing to us under your Credit Card Account will immediately become due and payable, and you must pay such sums to us on demand.

12.3 You agree that if your Credit Card is cancelled or suspended, we may place your name on the Cancellation List which may be circulated to all Authorized Merchants and/or Authorized Cash Outlets and all our branches and those of our affiliates.

### 13. EXCLUSION OF LIABILITY

- 13.1 We will not be liable in any way for any loss or damage suffered by you or any Supplementary Cardholder due to any non-renewal or cancellation of the Credit Card or any Supplementary Card, or any suspension or restriction of rights to use the Credit Card or any Supplementary Credit Card, provided such loss or damage is not caused by us.
- 13.2 We will not be liable in any way for any loss or damage caused to you, by any Authorized Merchant or Cash Outlet. You should handle any claim against or dispute with such Authorized Merchant or Cash Outlet directly with such entity. If such a claim or dispute arises, you may not withhold any payment to us under these terms and conditions.
- 13.3 You shall be liable for all charges arising from all Credit Card transactions duly authorized or deemed authorized by you. This does not affect your liability under Clause 9.2 of these Terms and Conditions.

### 14. NON-USD TRANSACTION CURRENCY

- 14.1 You may use the Credit Card with Non-USD transaction currency where there are Authorized Merchants and/or Cash Outlets.

- 14.2 You may use the Credit Card for Cash Withdrawals through designated ATM/SRM in countries approved by us, and/or Merchant Affiliates of Visa International, or AMEX International (depending on your Credit Card).
- 14.3 You authorize us to take all steps that we think necessary to comply with the Foreign Exchange Administration Rules and regulations issued by the National Bank of Cambodia or Visa International or AMEX International in respect of transaction currency. Such authorization will remain binding on you at all times and may not be revoked.
- 14.4 When the Non-USD transactions currency is conducted it will be converted into U.S. Dollars on the date the transaction record is received and/or processed by us. The converted amounts will be shown on your statement. The exchange rate used for the conversion may differ from the rate prevailing on the date of the transaction, due to market fluctuation. The exchange rate used for the conversion reflects a bundling of 2% or other rate imposed by us from time to time.

## 15. INDEMNITY

- 15.1 You agree to indemnify us (and to keep us indemnified) against any liability, loss, damage, costs (including legal costs on a solicitor and client basis), or expense incurred by us in entering into, performing, or enforcing our rights under these Terms.
- 15.2 You will pay us on demand all legal costs (on a solicitor and client basis), and all charges and expenses incurred by us in enforcing our rights under these Terms.
- 15.3 This indemnity shall remain in full force and effect even after cancellation or termination of the Credit Card.

## 16. TERMINATION OF CREDIT CARD AND SUPPLEMENTARY CREDIT CARD

- 16.1 You may terminate these Terms at any time by:
- (a) Notifying us in writing; and
  - (b) Returning to us the Credit Card (and any Supplementary Card) cut in half. We will not refund the annual fee or any part of it in the event of such termination
- 16.2 If you wish to cancel a Supplementary Credit Card without cancelling the Principal Credit Card you must:
- (a) Notify us and complete some formalities as required by the Bank; and
  - (b) Return to us the Supplementary Card cut in half. We will not be responsible for any losses resulting from use of the Supplementary Credit Card by the Supplementary Cardholder and/or any third party.
- 16.3 We may terminate these Terms at any time in our discretion without being required to give you any reason.
- 16.4 Termination of these Terms will not affect your or our accrued rights and obligations.

## 17. REWARDS

- 17.1 As the Principal Cardholder, you are entitled to Rewards on retail purchases of goods and services made with your Credit Card for purposes of personal consumption only (and not



for business or commercial purposes). We shall award Rewards only when we deem your purchases to fall within this permitted category.

- 17.2 We reserve the right to reverse the allotment of any Rewards to you without being required to give you any reason, if we are of the view that you are or were not entitled to such Rewards. Our decision will be final and binding on you.
- 17.3 Rewards accumulated by you by using the Credit Card will be immediately cancelled upon cancellation of the Credit Card or termination of these Terms.
- 17.4 We are entitled to be compensated for the full value of any Rewards awarded to and redeemed by you, which you were not entitled to under the terms of these Terms, as well as any associated costs and expenses.

## **18. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA**

- 18.1 Save for marketing and/or cross-selling purposes, in which the rules and/or regulations on mandatory “opt-in” requirements will be complied with, you authorize us to collect, process, maintain, store and retain your personal data, and to disclose and transfer the same to other entities within the Maybank Group (including our local and overseas entities), and our agents and service providers appointed and/or engaged for purposes of this Agreement, both in and outside Cambodia.
- 18.2 You authorize us to conduct credit checks and to verify information given by you to us in connection with these Terms (including in the application for the Credit Card) with credit bureaus and other relevant entities.
- 18.3 You authorize us to disclose details relating to your Credit Card Account and other accounts with us and your relationship with us (including Credit Card transactions and your credit balance) to:
  - (a) Government or regulatory authorities or other agencies in Cambodia and elsewhere including National Bank of Cambodia (NBC), the Credit Bureau.
  - (b) Any Maybank Group Member;
  - (c) Any party providing services to us;
  - (d) our agents (including agents appointed for the purposes of recovering sums due and payable by you to us), consultants and professional advisers appointed for the same purposes;
  - (e) Our assignees or those of any Maybank Group;
  - (f) Any person to whom disclosure is permitted or required by any law, regulation, or government directive or request.
- 18.4 Subject to compliance with the applicable regulatory rules or guidelines (including compliance with any mandatory “opt-in” requirements for the purposes of marketing or cross-selling activities), we may use any part of your information collected by us for such purposes as may be determined by us.
- 18.5 You authorize us to make use of, disclose, divulge or reveal any information relating to your affairs or your accounts with us (including the Credit Card Account) for the purposes of or in connection with any proceedings for the recovery of any sums or the enforcement of our rights under these Terms.

- 18.6 You declare that all information (personal or otherwise) provided by you is complete and accurate. You must notify us immediately of any changes to your information to ensure that the data in our records is up to date.

## 19. APPOINTMENT OF AGENTS

- 19.1 We may from time to time at our option appoint agents of our choice and authorize them to act on our behalf in enforcing our rights under these Terms (including in the recovery of any sums due and payable by you to us).

## 20. ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND SANCTIONS LAW

### 20.1 Anti-Corruption Laws:

You represent and warrant to us that you will at all times use the Credit Card and operate the Credit Card Account in compliance with all applicable Anti-Corruption Laws, policies and regulations

### 20.2 Anti-Money Laundering:

- (a) You warrant that none of the funds moving to and from your accounts with us (including the Credit Card Account) represent proceeds of, or will be used for, an unlawful activity as defined in the Anti-Money Laundering, Anti-Terrorism Financing, Proceeds of Unlawful Activities 2001 (AMLATFAPUAA) and the Kingdom of Cambodia.
- (b) You agree that during the tenure of these Terms, you will not use the Credit Card or operating the Credit Card Account to:
  - (i) Engage, directly or indirectly, in a transaction involving an unlawful activity;
  - (ii) Conceal or disguise the true nature of any unlawful activity; or
  - (iii) Utilize any monies from your accounts for any money laundering or other unlawful purpose.

### 20.3 Sanctions:

- (a) Neither you nor any Supplementary Cardholder, nor, to your knowledge, any of your or their relatives, is an individual that is (i) currently subject to any sanctions administered or enforced by the National Bank of Cambodia, Ministry of Home Affairs (MOHA), Malaysia, the United States of America, the U.S Department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located or resident in a country or territory that is the subject of Sanctions, nor located, organized or resident or agency or instrumentality of the government in a country or territory that is the subject of U.S OFAC Comprehensive Sanctions Program.
- (b) Neither you nor any Supplementary Cardholders will, directly or indirectly, make available in any way, the proceeds of any Cash Withdrawal to any individual or entity, which is a subject of the Sanctions.
- (c) You acknowledge that we may be unable to process affected transactions that involve or are suspected to involve a breach of Sanctions or any requirements imposed by any authority having jurisdiction over us or the affected transactions. We shall not be responsible in any way for any failure or delay in processing any such transaction.

## 21. MISCELLANEOUS

### 21.1 Right to Set Off, Consolidation and Right to Debit:

- (a) We may without prior notice, set-off or transfer any monies standing to the credit of any of your account with us (however described and wherever located), towards the reduction and/or discharge of any sums owing to us under this Agreement. We do not have to give you any reason for effecting such set off or transfer.
- (b) We may without prior notice, set-off or transfer any monies standing to the credit of your Credit Card Account towards the reduction and/or discharge of any sums owing to us under any other account or facility granted to you (however described and wherever located).

### 21.2 Law:

This Agreement (and the transactions governed under it) shall be governed by the laws of Cambodia, regardless of where the relevant transactions take place.

### 21.3 Time:

Wherever these Terms requires that an act or thing be done within a certain period of time or immediately or as soon as possible, compliance with such requirement shall be of the essence of these Terms.

### 21.4 Waiver:

If there is any failure or delay on our part in exercising any of our rights, powers or remedies, this shall not be construed as a waiver which impairs such rights, powers or remedies.

### 21.5 Preservation of Rights and Interests:

Our accrued rights and interests under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, or suspension of the Credit Card by us.

### 21.6 Changes to Terms and Conditions:

We may at any time and from time to time change the terms and conditions of this Agreement as we think fit (including by adding new terms or removing or substituting any existing terms). We will give you fifteen days (15) days' prior notice of any proposed changes.

We may give notice by publishing the changes on website ([www.maybank2u.com.kh](http://www.maybank2u.com.kh)). The changes to the terms and conditions will take effect upon the expiry of such fifteen days (15) day period. You should actively visit our website from time to time to ensure that you are aware of all proposed changes to the terms and conditions as the amended terms and conditions will supersede all previous agreements. If you do not agree to any such changes, you must immediately cease use of the Credit Card, call our Customer Service representatives to inform them of your position, and take the necessary steps to immediately terminate this Agreement (as set out in Clause 16 above). If you do not do so, or if you use the Credit Card on or after the date on which the changes are expressed to take effect, you will be deemed to have accepted such changes.

### 21.7 Address and Information Update:

We may send any correspondence to your address or via email or any digital means as stated in the relevant Application Form for the Credit Card, or to such other addresses as you may notify us of in writing from time to time. Any failure on your part to notify us of any change of address, email or mobile number will not invalidate the service of any document on you or prejudice our rights under this Agreement.

#### 21.8 Service of Legal Process:

You agree that we may serve any Writ of Summons or other legal process in respect of any claim arising out of or in connection with this Agreement on you by sending a copy of such process by our bank officer or other manners to your address as stated in the Application Form for the Credit Card, or to such other addresses as you may notify us of in writing from time to time.

#### 21.9 Certificate of Indebtedness:

A certificate signed by our officer as to the monies for the time being due and owing to us by you under this Agreement shall be final and conclusive.

#### 21.10 Severability:

If any of the provisions in this Agreement are or become invalid or unenforceable, this shall not adversely affect the underlying intent of these Terms or the validity or enforceability of the other provisions of these Terms.

#### 21.11 Implied Terms:

This Agreement embodies the entire understanding between you and us, and you acknowledge that there are no provisions, oral or written, expressed or implied, governing our relationship other than those contained in these terms and conditions.

#### 21.12 Superseding Agreement:

All previous agreements (if any) made between you and us, and relating to the subject-matter of this Agreement are superseded by this Agreement.

## 22. DEFINITION

In this Agreement, the following terms shall have the following meanings:

**“Annual Fee”** means the annual fee, as pre-determined by bank from time to time, which you must pay for the Credit Card on a yearly basis;

**“Authorized Cash Outlet”** means, office and/or location designated by any member institution of card schemes which Cash Withdrawals may generally be effected by Cardmembers;

**“Credit Card”** means the relevant Maybank Visa Card or the Maybank AMEX Card issued to you;

**“Credit Card Account”** means your account opened with us for the purposes of these Terms;

**“Credit Limit”** means the credit limit imposed on you in relation to the use of the Credit Card;

**“Principal Card”** means the Credit Card issued to the Principal Cardholder, which is considered as the primary credit card for the purposes of the Credit Card Account, and to which all Supplementary Cards linked to such Credit Card Account are supplemental;

**“Principal Cardholder”** means you, if you are the holder of the Principal Card, or the person to whom the Principal Card has been issued, if you are a Supplementary Cardholder;

**“Cardholder”** means the person to whom the Credit Card is issued and whose name is printed on the Credit Card and whose signature appears thereon as an authorized user, and may include a Supplementary Cardholder;

**“Supplementary Cardholder”** means a person nominated by you and approved by us, to whom a Supplementary Credit Card has been issued.

**“Supplementary Credit Card”** means a credit card, which is issued to a Supplementary Cardholder, is supplementary to the Credit Card issued to the Principal Cardholder (which will

be deemed to be the primary credit card) and is linked to the Credit Card Account of the Principal Cardholder.

**“Billing Period”** means, in respect of each monthly statement of account, the period stipulated in such monthly statement of account, for which all purchases of goods and/or services and Cash Withdrawals made using the Credit Card, as well as fees and charges incurred by you will be recorded in such monthly statement of account;

**“Due Date”** means, in the context of a Billing Period, fifteen (15) days from the closing date for such Billing Period as stipulated in the relevant monthly statement of account;

**“Minimum Payment”** means in relation to any Card Statement, the minimum monthly payment payable on the Payment Due Date;

**“Payment Due Date”** means in relation to any Card Statement, fifteen (15) days from the closing date of the Billing Period appearing in the Card Statement;

**“Authorized Merchant”** means any retailer or other person, firm or corporation which has entered into an agreement with bank (or with Visa, or AMEX, as applicable) to accept the Credit Card when properly presented;

**“Bank” or “us” or “we”** means Maybank Cambodia Plc.;

**“Business Day”** means any day on which the offices of the Bank are open for general business;

**“Cash Withdrawal”** means a cash withdrawal made by way of submission of a Cash Withdrawal Draft;

**“Cash Withdrawal Draft”** means the relevant forms supplied by us to Authorized Cash Branches from time to time, for the purpose of recording, confirming and evidencing cash withdrawals by you through the use of the Credit Card, which withdrawals will be charged to your Credit Card Account;

**“Designated Automated Teller Machines (ATM)”** means computerized machines providing cash dispensing and other banking services and facilities designated for the use of Cardholders;

**“CHIP Reading Terminal”** means a point-of-transaction terminal which is capable of reading the CHIP on a Credit Card;

**“Personal Identification Number (PIN)”** means a numerical code either assigned to you by us, or selected by you, to enable you to have access to certain services by using the Credit Card;

**“Rewards”** includes Treats-Points, lucky draw prizes, cashback rewards and other rewards that may be awarded by us from time to time;

**“Sales Drafts”** means the relevant forms supplied by us to Authorized Merchants for the purpose of recording, confirming and evidencing purchases of goods or services by Cardholders through the use of credit cards; **“Maybank Group”** means all corporations which are related to the Maybank Group, and all associated companies of the Maybank Group.;

**“Total New Balance”** means, in the context of a Billing Period and at any point in time during that Billing Period, the sum of:

- i) any balance remaining unpaid from previous Billing Periods; and
- ii) the total amount resulting from purchases of goods and/ or services, or Cash Withdrawals made by the Cardmember, using the Credit Card including any fees and charges charged by us, up to such point in time, less any payment made by you and credited to the Credit Card Account during the Billing Period at such point in time;



**“Smart Recycling Machin (SRM)”** means computerized machines providing cash depositing to then re-dispense that same cash for customer use and other banking services and facilities designated for the use of Cardholders;

**“Reversal of Tax Refund”** means the reversal of the tax amount from any purchase made by cash, debit, or credit card that is eligible for a tax refund.

**23. FATCA and CRS**

I undertake to advise Maybank within 30 days of any change in circumstances, which affects my tax residency status or my status in relation to Foreign Accounting Tax Compliance Act (FATCA). As such, I shall provide an updated self-certification and declaration at any Maybank premises within the said 30 days of such change in circumstances.

**24. Ratification**

The Customer/Account Holder has hereby ratified all terms and conditions as stated in these Terms and Conditions, Credit Card Application Form and/or other related documents, and agreed to waive all rights under Prakas No. 0067 on Unfair Contractual Terms, Dated 01 March 2022 and Articles: 360, 362 and 363 of the Civil Code.

**ANNEXURE 1: FINANCE CHARGE**

DESCRIPTION	INTEREST RATE	
	PLATINUM	GOLD
Retail Purchase Interest	18% per annum (p.a.)	18% per annum (p.a.)
Cash Advance Interest	24% per annum (p.a.)	24% per annum (p.a.)

\*Note: Interest charge will incur on Cash Advance Fee as well.



**ANNEXURE 2: FEES AND CHARGES**

DESCRIPTION	PLATINUM	GOLD
Annual Fee for Principle Card	USD 200	USD 30
Annual Fee for Supplementary Card	USD 100	USD 15
Late Charge Fee	1% of total outstanding balance, or Minimum USD10, whichever is higher	1% of total outstanding balance, or Minimum USD10, whichever is higher
Cash Advance Fee	5% of cash advance amount or USD5 per transaction, whichever is higher	5% of cash advance amount or USD5 per transaction, whichever is higher
Card Replacement	USD 15	USD 15
Currency Conversion Fee	2%	2%
Chargeback Process Fee	USD 10	USD 10
Re-Print Statement Fee	FREE	USD 2
Card Cancellation Fee (within 3 months of issuance)	USD 20	USD 20
Reversal of Tax Refund from Cards to Current / Saving Account Processing Fee	0.5% of reversal amount or USD10, whichever is higher	0.5% of reversal amount or USD10, whichever is higher