

TERMS AND CONDITIONS for CREDIT CARDS

These Terms and Conditions govern the provision of any Credit Card issued by Oriental Bank Plc., and they are designed to complement additional use with "Brochures" as well as "Fees and Limitations of Oriental Bank Plc.'s Credit Cards". It shall form an agreement between you and Oriental Bank Plc. and set out the Terms and Conditions governing your access to and usage of Oriental Bank Plc.'s Credit Cards. This is an important document that you shall read and understand carefully before deciding to use Oriental Bank Plc.'s Credit Cards. Please contact Oriental Bank Plc. if you do not understand, or you are unsure about any aspect of these Terms and Conditions.

1. TERMINOLOGY

Acquiring Bank/Acquirer : Also known as an acquirer, is a financial institution that processes credit or debit card transactions on behalf of a merchant.

Cardholder : A cardholder is the person authorized by the Bank to use a Credit Card .

Card Scheme : Refers to a network or organization that establishes the rules, standards, and infrastructure for processing card payments. Examples include Visa, Mastercard, American Express, and Discover and other.

Cash Advance : Card present transactions where physical Credit Card is used at Automated Teller Machine ("ATM") or Point of Sale ("POS") for the purpose of draw out cash.

Credit Card : A Card affiliated to a Card Scheme that allows Cardholder to borrow funds from the Bank up to a certain Credit Limit to make retail purchases, online transactions, and Cash Advances.

Credit Card Limit : The Approval limit provided by the Bank to utilize during a Credit Card's validity.

CVC : Card Verification Code (CVC) is a series of numbers that, in addition to the Bank card number, are shown on Credit card and are used as a security feature for card not present transactions.

Merchant : Refers to a business or a person who sells goods or services. When Cardholder use Credit Card to make a purchase, the Merchant is the entity that receives payment for the transaction.

The Bank : Refers to Oriental Bank Plc.

PIN : Personal Identification Number (PIN) is a numeric password used to authenticate the Cardholder at ATM, POS or when making purchases.

2. CREDIT CARD ISSUANCE

Upon receipt of the application and satisfaction of all documentation and eligibility requirements as determined by the Bank, the Bank shall issue a Credit Card to the applicant in accordance with the request.

2.1. CREDIT CARD RECEIPT

Upon receipt of the Credit Card, Cardholder must promptly sign on the back of the Credit Card, use Oriental mobile application or ATM terminal to activate and to establish the PIN immediately and be discreet with the ownership and use of the Credit Card.

2.2. CREDIT CARD'S PIN

- A. Cardholders must take all reasonable steps and precautions to keep the Credit Card and PIN separately and securely including not to:
 - disclose the PIN, Card Verification Code (CVC), expiration date and any other particulars to any third party.
 - write down PIN, CVC, or expiration date in any place or manner that could compromise their confidentiality.
 - allow the Credit Card to be misplaced and out of personal control.
 - allow any other person to use their Credit Card
- B. Cardholders are to avoid the following when setting Credit Card PIN:
 - Using sequential numeric digits e.g., 123456 or 987654,
 - Repeating numeric digits more than 3 times e.g., 999999,
 - Using own mobile phone number,
 - Using own date of birth or own family member's date of birth,
 - Using any number publicly known and easy to guess as a PIN e.g., 168, 911, etc.
- C. Cardholders are fully aware that their failure to observe the security requirements mentioned above may increase their risk and liability for any unauthorized use of their Credit Card.
- D. The Credit Card will be locked if the PIN is entered incorrectly three (3) times consecutively.

3. VALIDITY

Credit Card has a validity date for 5 years from the card issuing date and can only be used until such expiration date.

4. POSSESSION OF THE CREDIT CARD

The Credit Card shall always remain the property of the Bank. The Cardholder shall use all precautions to prevent the loss or theft of the Credit Card. In the event of loss and/or theft of the Credit Card and/or disclosure of the PIN/ Full card number/ expiration date and CVC to any unauthorized person, the Cardholder shall notify the Bank and/or block the Credit Card immediately via Oriental Bank's Mobile Application.

5. BANK'S DISCRETION

Without infringing on the rights of the Cardholder and without prejudice to any rights the Bank has under these Terms and Conditions, the Bank reserves the right to:

- approve or reject any application without assigning any reason whatsoever
- reject or approve any transaction, even if the transaction is within the credit/transaction limit provided by the Bank.
- not be held liable for any costs or damages claimed by the Cardholder if the Bank does not approve any transaction on the Credit Card.
- terminate the use of the Credit Card upon the Bank decision and such termination shall be final and unconditionally accepted by the cardholder.
- increase or decrease the Credit Card Limit and/or /transaction limit.
- limit the daily frequency and/or the daily amount of any transaction.
- refuse to renew, replace, or extend the validity of the credit card.
- modify, adjust, limit, or cancel features relating to the credit card.
- temporarily block or terminate the use of the credit card if it discovers any unusual or suspicious activities on the credit card.

The Bank shall not be responsible for:

- any refusal by a Merchant or member institution of a Card Scheme to accept the Credit Card.
- any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant.
- fraudulent transactions resulting from Cardholder's negligence and inadequate card control.

6. STATEMENT OF CREDIT CARD

- The Bank shall send the Cardholder a monthly statement to the billing address provided in the application form.
- If the cardholder does not submit a written dispute regarding the monthly statement within fourteen (14) days from the statement's issuance date, the monthly statement will be considered accurate.
- Cardholders must pay the Bank all current balances owing or minimum payment amount, fees, charges, interest, or late payment interest (if any) shown in the billing statement.
- Cardholders must immediately notify the bank if the statement is not received, in order to avoid late payment

7. FEES and CHARGES

Cardholders must maintain sufficient funds to repay all Fees and Charges set by the Bank. The Bank reserves the right to:

- Charge Cardholder fees and charges starting from the Credit Card issuance date
- Revise the Fees and Charges without prior notice.
- Charge the fee and destroy the Credit Card if it has not been collected for more than one month after the issuance date.
- Debit Cardholder's Credit Card Limit to settle with the Acquirer.
- Charge and debit fees from the Credit Card limit in accordance with the nature of each Credit Card as specified in the Credit Card application.
- Charge interest and fees on any late payment, with the rate(s) subject to change from time to time at the Bank's discretion to remain competitive in the market and support sustainable business operations.
- Debit any amount to be applied for any transactions and services that the Cardholder has performed.

8. AUTHORIZATION HOLDS

Cardholder does not have the right to stop payment on any purchase transaction originated by Credit Card after the transaction is authorized. When the Cardholder uses a Credit Card to successfully pay for goods or services, the Bank will hold the amount to cover the settlement. Until the transaction is finally settled, the funds subject to the hold will not be available for any other purpose. The Bank will debit from Cardholder's Credit Card limit, when there is a settlement request from an Acquiring Bank although the Credit Card may be expired/closed for any reason whatsoever.

9. TRANSACTION CANCELLATION

If the Cardholder wishes to void any Transaction, he/she must reach out to the Merchant to secure written confirmation of the cancellation or modification. The Bank bears no responsibility for any portion of the Transaction still charged to the Cardholder's Credit Card Limit after the cancellation or modification, yet may retrieve the amount if the Cardholder has furnished the Merchant with a valid cancellation or modification notice.

10. REFUND TRANSACTION

The Bank is not held liable for any delay in refunding the funds, except where such a delay results from the Bank's willful default or negligence due to failure to exercise appropriate processes or demonstrate insufficient vigilance. The Bank reserves the right to temporarily block any payment received by the Cardholder from a Merchant by way of a refund that is or is not related to an original sale transaction in any circumstance, including where the Bank suspects the payment is related to money laundering or any other illegal activity. In such instances, the Bank may request further information and documentation from the Cardholder. If the Bank determines that the payment constitutes money laundering or any other illegal activity, or if the Cardholder fails to comply with any request made by the Bank for information or

documentation regarding the payment, the Bank may permanently block the refunded amount and take subsequent actions as required by the Card Scheme.

11. DISPUTE AND GOVERNING LAW

Should there be any suspicious transactions or concerns with the balances on Cardholder's Credit Card or Card Statement, Cardholder are required to inform the Bank within fourteen (14) calendar days after the transaction date. In cases where a report is received after the stipulated time, the Bank reserves the right not to entertain the Cardholder's issue for request.

If the Cardholder requests the Bank to process any disputed transaction, there will be a processing fee incurred and debited from Credit Card Limit when compelling evidence indicates that the Cardholder has participated in or authorized to perform the Transaction. However, the Bank will always inform Cardholders in advance about the additional fees and other charges that are not listed in Card services before proceeding.

These Terms and Conditions are governed by the laws of Kingdom of Cambodia.

12. ILLEGAL USE OF CREDIT CARD

The use of a Credit Card for an illegal transaction or for any other illegal purpose is prohibited. If the Cardholder uses the Credit Card for an illegal transaction or for any other illegal purpose, the Bank reserves the right to block or terminate a Credit Card without providing any reasons. The decision of the Bank is conclusive and unconditionally accepted by Cardholders.

13. CREDIT CARD TERMINATION

The Bank reserves the right to terminate a Cardholder's right to use a Credit Card at any time. However, termination will not affect any completed transactions that have not yet been debited from the Credit Card limit. The transaction amount will then be debited from the Credit Card limit by the Bank. The Cardholder may terminate their use of a Credit Card at any time by providing written notice to the Bank, settle all the amount due and return the Credit Card. Any payment request or Credit Card transaction initiated prior to doing so shall continue to be governed by these Terms and Conditions.

14. AMENDMENTS

The Bank may change the specific Terms and Conditions at any time at its own discretion. If so, the Bank will always provide the customer with thirty (30) calendar days' prior notice before the change takes effect. The Bank will communicate this change through the Bank's official website.

15. CARDHOLDER ACKNOWLEDGEMENT

- Cardholder acknowledges and accepts the risks associated with the usage of Credit Card including but not limited to system outages, delays, and unauthorized access.
- To the extent permitted by law, Cardholder agree to indemnify the Bank against any losses or damages which the Bank may suffer due to any claims, demands or actions of any kinds brought against the Bank arising directly or indirectly because Cardholder have not followed the obligations under the Terms and Conditions; or Cardholder acted negligently or fraudulently in connection with the Terms and Conditions.
- Cardholder declares that all information provided during the Credit Card application process, card usage instructions, as well as all information related to relevant charges or transactions made with the Credit Card is clear, understandable, and accurate.
- Cardholder agree to notify the Bank in writing or by visiting the Bank of any changes to their personal or contact information, including but not limited to name, address, phone number, email, identification details, or employment. The Cardholder acknowledges that it is their sole responsibility to ensure that all such information provided to the Bank is accurate, complete, and kept up to date. The Bank shall not be liable for any delay, disruption, or adverse consequences arising from the Cardholder's failure to update such information in a timely manner.
- Cardholder agree to abide by these Terms and Conditions and all amendments made by the Bank to these Terms and Conditions.

16. PRIVACY and CONFIDENTIALITY

The Bank is collecting Cardholder personal information, instructions and transaction details on Cardholder account and Credit Card (collectively referred to as "Information") to enable the Bank to provide Credit Card services to Cardholder. Without this information, the Bank may not be able to provide Cardholder such services.

By subscribing and/or accepting the Credit Card, Cardholder agree that the Bank may use and disclose Cardholder information to:

- Any person engaged by the Bank to carry out or assist with its functions and activities.
- Any subsidiary, affiliate or associate entity of the Bank, and any of the Bank's head office, branches, sub-branches, agents, correspondents, agencies or representative offices.
- The Bank's auditors and professional advisors including its lawyers.
- Any person to whom disclosure is permitted or required by any statutory provision by laws
- Any credit bureau of which the Bank or the Bank's head office or any sister branch is a member, any other member(s) and/or compliance committee of such credit bureau; and/or
- Any governmental agencies and authorities in the Kingdom of Cambodia and/or elsewhere.