



RHB BANK (CAMBODIA) PLC.

DEBIT CARD TERMS AND CONDITIONS

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1 DEFINITION AND INTERPRETATION

The following words and expressions shall have the meanings respectively set out below:

"Account"	means a Savings or Current account that a Cardholder opened and maintains with RHB Bank, including but not limited to the Designated Account as the case may be (whether alone or jointly with any other person(s)) and which may be debited through the use of the Card.
"ATM"	means Automated Teller Machine or card operated machine, whether belongs to RHB or other participating banks or financial institutions or to the Visa/Master Global ATM Network, or other affiliated networks, in respect of which the Bank has a subsisting arrangement to allow the Cardholder to use the Card at such machine.
"Card"	means the RHB Goal Visa Debit Card/ RHB Premier Lite Visa Debit Card/ RHB Premier Visa Debit Card/ RHB Goal Master Debit Card/ RHB Premier Lite Master Debit Card/ RHB Premier Master Debit Card. Debit Card to be issued by RHB Bank to existing or prospective Cardholders.
"Cardholder"	means a person to whom a Card is issued as an authorized user and "Cardholders" are to be construed accordingly.
"Charges"	means any and/or all amount charged to the Card by the Cardholder for the purchase of goods and/or services at any establish Merchant's and which amount shall be debited against the Cardholder's Account.
"Cash Back"	means the Cash Back awarded to Cardholders in respect of transactions made with the use of the RHB Debit Card / RHB Visa Justice League Debit Card / RHB Premier Visa Infinite Debit Card.
"Debit Transaction"	means a transaction effected under the Visa / MasterCard through the use of the Card with PIN or Contactless or accompanied by the Cardholder's signature.
"De-link"	means change/amend the "Designated Account".
"Designated Account"	means the Account designated by the Cardholder (and which the designation has been approved by RHB Bank) for the time being for the purpose of carrying out the Debit Transaction
"Held Balance"	means at any time the total amount estimated by RHB Bank to be the amount of any and all the Debit Transaction effected on the Card, but which have not been debited from the Designated Account.
"Merchant"	means any establishment or merchant who accepts the Card as a form of payment for goods and services and such payment when properly presented to allow a Cardholder to make debit transaction to the Card.
"PIN"	means the personal identification number issued on the Card.
"Reward Programme"	means the programme under RHB Lifestyle Visa Debit Card/ RHB Lifestyle Master Debit Card/RHB Platinum Visa Debit Card/RHB Platinum Master Debit Card/ RHB Premier Visa Debit Card/ RHB Premier Master Debit Card. Cardholders are awarded with Cash Back.

"RHB Bank"	means "RHB Bank (Cambodia) Plc."
"RHB Call Centre"	means the touch point for matters relating to a Card and handle by Call Centre staff, which can be reached by telephone at "+855 23 992 833 or 1800 20 8118" or by e-mail at hello@rhbgroup.com.kh
"Statement"	means the statement of account which include electronic statements, issued at regular intervals by the Bank reflecting the total Transactions.
"Transaction"	means any and all banking transactions effected through the use of the Card and/or PIN and shall include but not limited to, withdrawal of cash, purchase, payment, fund transfer, balance inquiry, deposit of cash and cheque, settlement of bills and any other electronic banking service as RHB Bank shall offer or introduce from time to time (whether via ATM, Point-of-sale (POS) terminal, internet transaction or such other terminals or channels that are available to the Cardholder). For the avoidance of doubt, the term "Transaction" shall include "Debit Transaction".
"Validity Date"	means the expiration date for the usage of the Card.
"Currency"	means money(s) in any form when in use or circulation as a medium of exchange.

2 APPLICATION AND ACCEPTANCE

- 2.1 Eligible applicant who has Saving Account or Current Account with RHB Bank can apply for any type of Visa or Master Debit Card issued by RHB Bank.
- 2.2 Based on the completed application form and the supporting documents provided by the Cardholder, RHB Bank is entitled at its discretion to approve or reject any application for the Card.
- 2.3 Upon receipt of the Card, the Cardholder must immediately sign at the relevant signature column on the Card. By activating the Card, the Cardholder agrees to be fully bound by these Terms and Conditions.
- 2.4 A Cardholder will be issued with only one (1) Card at any one time unless the Bank decides to issue more than one (1) Card to the Cardholder as it deems fit.
- 2.5 Where a Cardholder has been issued with more than one Card, the Bank may cancel any of the Cards by giving prior notice of 21 calendar days and stating in the notice the reasons for such cancellation. The Cardholder must thereafter cut the cancelled Card in half across the magnetic stripe and chip ensuring it is completely damaged or visit any RHB Bank branches to return the cancelled Card.

3 USE OF THE CARD

- 3.1 Where the Bank has issued the Card, the Cardholder agrees to abide by these Terms and Conditions and other terms and conditions, amendments and/or additions as the Bank may prescribe from time to time by giving prior written notice of 21 calendar days to the Cardholder with the reasons for the changes stated in the notice.

- 3.2 The Card is valid only until the Validity Date. Upon the expiry of the Validity Date, the Cardholder should request a new card at the RHB branches and return the expired card to RHB bank, the bank will cut the Card in half across the magnetic stripe and chip ensuring it is completely damaged ("Terminated Card") then issue a new card. Note: not required to return the card if the customer reports the expired card was lost, the bank will remark the expired card was lost and issue a new card.
- 3.3 The Card is a debit card for which the Account will be debited when purchases are made using the Card. The Card can be used to purchase goods and services in Cambodia and overseas at participating Merchants as long as there is sufficient cash in the Account at the point of purchase. The Cardholder is responsible to ensure there is sufficient cash in the Account prior to using the Card to purchase goods and/or services. Such purchases are subject to a maximum limit of the amount available in the Account.
- Any overseas transactions will be enable by default. In the event, the Cardholder subsequently wants to unauthorize the overseas transactions, the Cardholder may contact the RHB Call Centre at "+855 23 992 833 or 1800 20 8118" (available 24 hours, 7 days a week) to change the option.
- 3.4 The Cardholder is allowed to purchase goods and services online via Visa or MasterCard as long as there is sufficient cash in the Account at the point of the transaction (and does not exceed such limit which may be determined by RHB Bank for each transaction).
- 3.5 The Cardholder may use the Card in Cambodia at any of the Bank's ATM or at any other ATMs that display Visa or MasterCard logo for the withdrawal of cash from the Account. However, the Cardholder may use the Card outside Cambodia at any ATMs that display Visa or MasterCard or Visa Plus or Cirrus for the withdrawal of cash from the Account.
- 3.6 Any cash withdrawal by the Cardholder will be directly debited to the Account. Cash withdrawals cannot exceed the maximum limit of each debit card type per day and the maximum limit of each debit card type per withdrawal transaction. This is in line with Visa and MasterCard product feature.
- 3.7 For the purpose of effecting ATM and Debit Card transactions with the Card, the Bank will issue a PIN and present it to the Cardholder. The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means.
- 3.8 For overseas transaction:
- a) Cardholder may use the Card outside Cambodia with the authorized Merchants and at ATMs.
 - b) Where the Cardholder uses the Card for a transaction in a currency other than USD, the amount debited will be converted into USD at the exchange rate prevailing at the time RHB Bank makes the corresponding payment to the other participating bank for the said transaction.

- 3.9 RHB Bank may assign a Held Balance for the purpose of any Debit Transaction proposed to be effected on the Card. RHB Bank will place such Held Balance for up to 30 calendar days (or as may be varied by RHB Bank from time to time by giving prior written notice of 21 calendar days to the Cardholders with the reasons for such changes stated in the notice. The Held Balance for any automated fuel dispenser transactions is free to be held for three 3 working days. The bank will debit the Held Balance (or any part thereof) from the Account when the corresponding Transactions are presented to the bank for payment. The bank will release the Held Balance (or any part thereof) if the corresponding Transactions are not presented to RHB Bank for payment within such periods as specified and notified to the Cardholder by the bank. The Cardholder may contact RHB Call Center or visit any of RHB branches to enquire on the relevant and applicable holding period to release the Held Balance (or any part thereof) related to the corresponding Transaction that the Cardholder intends to undertake. The bank will place a hold-back on the Account and debit the Account for any Transactions that are presented after such periods subsequently. The bank may debit the Account in respect of any Transaction, will not be limited to the amount that was placed on hold in connection with that Transaction and is entitled to debit the Account for the full amount of the Transaction at any time. The bank is authorized to increase at any time the amount that it would hold in respect of any Transaction which is denominated in a currency other than USD if the amount initially held when converted into that foreign currency would not be sufficient to pay that Transaction in full.
- 3.10 For 3D Secure transaction: If Cardholders use the Card to purchase goods and/or services through online internet sites or portals, the Cardholder is solely responsible for the security of such use at all times. Cardholders agree that the entry of the Card information on the internet is sufficient proof of the authenticity of such instructions. RHB Bank is not required to verify the identity or the authority of the person entering Cardholders information and the Bank will not be liable for acting on such use of Cardholders information regardless of whether the person is authorized or unauthorized and regardless of the circumstances prevailing at the point of the transaction. However, the Bank reserves the discretion not to carry out any such transactions through online internet sites if the Bank has any reason to doubt its authenticity or if in the Bank's opinion it is unlawful or otherwise improper to do so or for any other reason.
- 3.11 The Cardholder acknowledges that the balance reflected through the ATM, the online internet sites or such other terminals or channels that are available to the Cardholder do not include deposits which have not been verified by the Bank and cheques issued by the Cardholder which have not been processed by the Bank. The balance reflected through the ATM, the online internet sites or such other terminals or channels that are available to the Cardholder will not be taken as conclusive of the state of the Cardholder's Account.
- 3.12 The Currency available in respect of the Card may vary from time to time. The Bank may introduce new Currencies from time to time. If the Bank introduces a new Currency, these Terms and Conditions will apply to such new Currency.

4 COVENANTS BY CARDHOLDER

The Cardholder agrees with RHB Bank as follows:

- a) that only the Cardholder is entitled to perform transactions in the Cardholder's name with the Merchants;
- b) if a Card was reported lost or stolen and a replacement card has been issued by the Bank and the lost or stolen Card is subsequently recovered, the Cardholder should immediately destroy the Card by cutting the Card into half across the magnetic stripe and chip ensuring it is completely damaged or visit any RHB branches to cancel and return the Terminated Card to the Bank;
- c) to notify the Bank promptly in writing of any change to the particulars of the Cardholder as given to the Bank during the card application and to provide the Bank with any other details as the Bank may request from time to time;

- d) to comply with these Terms and Conditions herein set out as may be varied by the Bank from time to time by giving prior written notice of 21 calendar days to the Cardholders with the reasons for the changes stated in the notice and all other conditions for the use of the Card as may from time to time be imposed by the Bank;
- e) not to use the Card for any unlawful activities, including but not limited to illegal online banking, betting or gambling. The Bank is entitled to terminate the Card immediately if the Card is suspected to be used for unlawful activities;
- f) the Transactions to be effected using the Cards and monies or funds to be used for reload of the Cards are neither obtained from any unlawful source nor relate to any unlawful activities;
- g) notify the Bank immediately if discovered that the Card is lost, stolen, an unauthorized Transaction had occurred or the PIN may have been compromised;
- h) notify the Bank immediately upon receiving short message service (SMS) transaction alerts if it is an unauthorized transaction;
- i) check the Statement and report any discrepancy without undue delay; and
- j) take reasonable steps to keep the Card and PIN secure at all times, including at the cardholder's place of residence. These include not:
 - i. disclosing the Card details or PIN to any other person;
 - ii. writing down the PIN on the Card, or on anything kept in close proximity with the Card;
 - iii. using a PIN selected from the Cardholder's date of birth, identity card number, passport number, driving license number or contact numbers; and
 - iv. Allowing any other person to use the Card and PIN.

5 WITHDRAWAL/SUSPENSION OF USE OF THE CARD

- 5.1 All Cards are the property of RHB Bank who is entitled at any time at its discretion to withdraw the Card or suspend its use or otherwise refuse any Transactions in whatever circumstances as RHB Bank may deem fit by giving prior notice of 21 calendar days and stating in the notice the reasons for such withdrawal or suspension except for situations involving fraud.
- 5.2 Upon such withdrawal, suspension or termination of the use of the Card, the Cardholder must cut the Card into half across the magnetic stripe and chip ensuring it is completely damaged or visit any RHB Bank branches to cancel and return the Terminated Card.
- 5.3 The Cardholder agrees that the Bank will not be liable for any losses, expenses or claims suffered by or brought against the Cardholder as a result of the Bank exercising its rights under this Clause 5.1 due to the Cardholder's act, omission, default, negligence and/or misconduct.
- 5.4 The Cardholder may contact the RHB Call Center or visit any RHB Bank branches if he/she would like to have further information on such cancellation or suspension.

6 DISCLAIMER OF LIABILITY OF RHB BANK

- 6.1 The Bank is not liable for any error, act or omission on the part of the Merchant, which is not due to the act, omission, default, negligence and/or misconduct on the part of the Bank and or any of its employees, representatives and agents including any refusal by the Merchant to accept or honor the Card, or any defect or deficiency in any goods or services provided by the Merchant and any statement, representation or communication made by or purportedly made by the Merchant or any rejection of the Card in any online transaction or at any ATM. The Cardholder agrees not to include the Bank in any such claim and/or dispute or legal proceedings against the Merchant. The Bank will not be liable for any payment remitted to the Merchant notwithstanding any claim and/or dispute that the Cardholder may have against the Merchant. If there is a dispute of any transaction, the amount deducted for payment towards such disputed Transaction will not be refunded until the Cardholder is absolved from any liability whatsoever in relation to such disputed Transaction.
- 6.2 The Cardholder is to resolve all complaints, claims, disputes and/or legal proceedings against the Merchant arising from any such mistake, error, act or omission which is not due to the act, omission, default, negligence and/or misconduct on the part of the Bank and/or any of its employees, representatives and agents directly with the Merchant and not through the Bank.
- 6.3 If there is any dispute, the Cardholder may refer such dispute to RHB Call Center. The Cardholder may reach out to the Debit Card Dispute Team for any further dispute.

7 FEES AND CHARGES

- 7.1 The Bank shall charge and debit the Cardholder's account of the fees and charges as per the nature of each Card type as stated in the card's application.
- 7.2 The Bank is entitled to debit any amount from the Cardholder's account to be applied for any transactions and services that Cardholder has done.

8 STATEMENT

- 8.1 A periodic statement for an Account belonging to the Cardholder stating the Debit Transaction, fees and charges and all ATM withdrawals incurred by the Cardholder including any payment or credit made and recorded by the bank will be generated and given to the Cardholder when the Cardholder visits the bank for the Cardholder's statement, hereinafter referred to as the Statement Date. Alternatively, Cardholders can access the detailed transactions by registering for the Bank's online banking service at www.rhbgroup.com.kh.
- 8.2 The records and entries in the Account with the Bank as appears in the Statement are deemed to be correct and binding on the Cardholder unless written notice from the Cardholder to the contrary is received by the Bank within 14 days from the date of the Statement.
- 8.3 Upon receipt of such notice duly given by the Cardholder within 14 days from the date of the Statement, the Bank will look into the disputed Transaction to make the necessary adjustments and rectifications, if any. Kindly take note that the Bank will take stern action including making a police report and subsequent legal action (if need be) against any Cardholder for any attempt to make false claims on the disputed Transactions. The operation of this clause will not in any way affect the Cardholder's obligation under Clause 7 PROVIDED ALWAYS that any money due to or from the Cardholder will be credited or debited into the Cardholder's Account.

9 LIABILITY FOR UNAUTHORISED TRANSACTION

- 9.1 Cardholder must use all reasonable precautions to prevent loss, theft and misplace of the Cards and the PIN and have the responsibility not to allow any third party to use the Cards and to disclose the PIN to any third party.
- 9.2 The Cardholder can call RHB Call Center at "+855 23 992 833 or 1800 20 8118" (available 24 hours, 7 days a week) or visit www.rhbgroup.com.kh or visit any RHB branches located near the Cardholder.
- 9.3 Cardholder will be held liable for PIN-based unauthorized Transactions if they have:
- acted fraudulently;
 - delayed in notifying the Bank after discovering the loss of unauthorized use of their debit card;
 - voluntarily disclosed their PIN to another person; or
 - recorded their PIN on the Card, or on anything kept in close proximity with their debit card.
- Cardholder will be held liable for any unauthorized Transactions which require signature verification or with contactless card, if they have:
- acted fraudulently;
 - delayed in notifying the Bank after discovering the loss of unauthorized use of their debit card;
 - left their debit card or an item containing their debit card, unattended in places visible and accessible to others; or
 - voluntarily allowing another person to use their debit card.
- 9.4 Unless there is a manifest error, the Bank's decision on the Cardholder's liability in the event of loss, theft or misplace of the Cards or where the PIN is disclosed, misplaced or compromised is deemed final and conclusive and binding upon the Cardholder.
- 9.5 The Bank is not obligated to issue a replacement Card following the loss or theft or unauthorized use of the Card. If the Bank issues a replacement Card, the Bank is entitled to impose such conditions and impose such fees or charges as the Bank may deem fit.
- 9.6 If the Cardholder recovers the lost or stolen Card, the Cardholder must return the lost or stolen Card to the Bank without using or attempting to use the service. The Bank may, but not necessarily, issue a replacement Card to the Cardholder following its lost or theft.
- 9.7 In some circumstances, card scheme rules allow the Cardholder to charge back to the Merchant with whom the Transaction is made (if the charge back right is available) subject to the complaint or dispute being made to the Bank by the Cardholder in writing within 14 calendar days from the date of the Cardholder's Account Statement and the Cardholder has provided the necessary information requested by the Bank to support the charge back within the requested time frame.

10 CONCLUSIVE EVIDENCE

The Cardholder covenants with the Bank to accept as final and conclusive evidence against the Cardholder in any legal proceedings and for all other purposes whatsoever:

- a Statement issued by the Bank is conclusive evidence of the Cardholder's indebtedness to the Bank;
- a certificate from an authorized officer of the Bank is conclusive evidence of the issue whether due notice of any matter arising out of this Terms and Conditions has been given to the Cardholder;
- any records kept by the Bank is conclusive evidence of the amount of Cash Back earned by or attributed to a Card or the Cardholder.

11 NOTICES

- 11.1 Any communication in respect of these Terms and Conditions is deemed to have been duly received by the Cardholder if left at or sent by certified ordinary post to his / her last known address or advertised in any media including the internet as decided by the Bank.
- 11.2 Services of any notices or legal process are deemed to have been effected on date of delivery if made by hand or in the case of ordinary post, on the second Business Day after posting to the Cardholder at the last known address notified to the Bank or on the date of any advertisement thereof by the Bank.

12 MISCELLANEOUS

- 12.1 If the Cardholder has opted-in in relation to the disclosure of information for the purpose of cross selling, marketing and promotions and further consent and authorize the transfer of the information for any purpose, including but not limited to credit evaluation, to use, analyze and assess the information for the purpose of improving the provision of other products and services by the Bank in the application of the Card, and Cardholder subsequently wants to opt-out or vice versa, Cardholder may contact RHB Call Center to change the option.
- 12.2 If any provision hereof is held to be void or unenforceable, in whole or in part, under any enactment or rule of law, the remaining provisions hereof shall remain in full force and effect.
- 12.3 The Bank may add, delete, alter or amend any of these Terms and Conditions as mentioned in any of the earlier clauses by giving prior written notice of 21 calendar days to the Cardholders before the effective date and stating the reasons for the changes in the notice. Notice of such additions or modifications or amendments may be effected by: -
 - a) Displaying the same at the premises of the Bank or its branches or by mailing aforesaid notice to the Cardholder; or
 - b) Sending notice of the same by Short Message Services or electronic mail or by posting the notice of the same on the Bank's website at www.rhbgroup.com.kh.
- 12.4 If the Cardholder does not accept such modification, the Cardholder may within seven (7) calendar days after RHB has given such notice to stop using the Card as stated in Clause 5."
- 12.5 The Bank is entitled to assign any receivables from the Cardholder to the Bank to such parties and upon such terms as it may deem fit by giving the Cardholder 21 calendar days' prior written notice before the effective date and the reasons for the same.
- 12.6 These Terms and Conditions (and all terms and conditions formed pursuant hereto) are governed and construed under the laws of Cambodia and the Cardholder agrees to submit to the exclusive jurisdiction of the Courts of Cambodia.
- 12.7 Time whenever mentioned shall be of the essence of these Terms and Conditions but no failure to exercise and no delay in exercising on the part of the Bank of any right, power of privilege under these Terms and Conditions operates as waiver thereof, nor will any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 12.8 The obligations of the Cardholder are binding on the Cardholder's legal representatives or successors in title and assigns.

12.9 If there is any ambiguity arising from these Terms and Conditions, the ambiguity will be resolved by the Bank. The Bank's construction of the meaning of any provision and where applicable, its choice of the appropriate provision to be applied to a particular situation will be final and binding on the Cardholder.

12.10 If the Cardholder wishes to complaint on the products or services provided, he/she may contact:

Address	RHB Call Centre
Telephone	+855 23 992 833 or 1800 20 8118
Email	hello@rhbgroup.com.kh
Website	www.rhbgroup.com.kh