# Terms & Conditions Visa Card and/or Mastercard

Please read these terms and conditions herein carefully before using Visa Card and/or Mastercard of WING Bank, including Personalized/Numberless Visa Debit Card, Virtual Visa Debit Card, Online Mastercard, Wing Digital Mastercard World and/or Mastercard First Digital Card, as they shall apply to all transactions involving the use of this Card.

Note that the Cardholder is deemed to have unconditionally accepted any and all terms and conditions set forth hereunder and shall be bound by them once the Visa Card and/or Mastercard is issued. In this Agreement, all words listed and defined under section 1 Definitions give all descriptions about the Card, the account, interest, fees and other charges in relation to the terms and conditions of using Visa Card and/or Mastercard and the details in relation to the terms and conditions of using the Visa Card and/or Mastercard are as follows:

# 1. Definitions

Agreement	means the agreement between the Cardholder and WING Bank under the terms and conditions specified hereunder and which may be amended/varied from time to time by WING Bank.
Terms & Conditions (T&C)	means the document governing the contractual relationship between WING Bank and the Cardholder.
WING Bank, "We" or "us"	means Wing Bank (Cambodia) Plc, whose head office is at No. 721, Preah Monivong Blvd., Sangkat Boeng Keng Kang 3, Khan Boeng Keng Kang, Phnom Penh, Kingdom of Cambodia.
Visa or Master Debit/Prepaid Card or "Card"	means a prepaid card from a payment system of Visa or Mastercard issued and used as a mean of payment presented in a particular currency in form of an actual plastic or a digital/virtual/online card, including Personalized/Numberless Visa Debit, Virtual Visa Debit Card, Online Mastercard, Wing Digital Mastercard World and/or Mastercard First Digital Card.
Cardholder Account	means a saving or/and current banking account opened in the name of the Cardholder with Wing Bank.
Account Currency	means the currency in which the Account is denominated.
АТМ	Mean an automated teller machine installed by or belonging to us or any member bank of Visa/PLUS/Mastercard networks or any other electronic fund transfer system other than Visa/PLUS/Mastercard or

	any devices or terminals for effecting payment or transfer of funds by electronic means notified by us to you from time to time.
ATM Limit	Mean the maximum permissible limit prescribed by us for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day.
Point Of Sales (POS) Terminal	Means is an electronic device used to process card transaction at the bank counter or retail location including but not limited to the devices of other banks and/or Visa/Master Global network.
Card Transaction	Means any payment make or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, telephone or orders or reservations (as may be determined and communicated by the Bank), regardless of whether a sales draft or other voucher or form in signed by the Cardmember and whether authorization has been sought from or given by the Bank and whether with or without the Cardmember's.
Daily Limit	Means the maximum permissible limit prescribed by the Bank in respect of the Total Transactions effected in a day.
Cash Withdrawal	Means a disbursement of funds in any currency from any Account out of the balance (where such balance is not or will not result in an Overdrawn Balance and whether or not in the form of cash) made or obtained through or in connection with any Debit Card.
Card Purchase	means any transaction whereby the Card is used as payment for goods and/or services at Merchant(s).
Customer Due Diligence	means personal documentation supplied by the Cardholder to WING Bank to confirm your name, profile information and current address in order to meet our regulatory requirements.
Merchant	means an online supplier of goods and/or services which has agreed to accept the Card as payment for goods and/or services.
Website	means www.wingbank.com.kh
Wing Bank App	means the mobile application where the Cardholder may access to services of the Card.

Cardholder/You/your	means the subscriber of the Visa Card and/or Mastercard under WING Payment Services.
Agent	refers to Wing Cash Xpress who is responsible for providing all WING Bank's services to WING Bank's customers such as money transfer, phone top up, bill payment, opening Wing Bank account, deposit (cash in), withdrawal (cash out) and other WING Bank's products and services.
Authentication Data	means the unique Cardholder's name (login), password and PIN-code used to access the services from the Internet and/or through the Terminal and carry out any operations within the Cardholder's account balance. Authentication Data shall be given to a Cardholder at the moment of a Cardholder's registration in the services; at that WING Bank shall be entitled, as provided for therein, to enforce the change of the password and/or PIN-code by prompt notice to a Cardholder sending to him/her an SMS message to a Subscriber Number specified by the Cardholder when getting registered in the services.
PIN	Mean any personal identification number issued by us to allow you to use your Debit Card at an ATM, at a point of sale terminal for Cash Back and/or access of Electronic Services.
Primary Account Holder	Means the person in whose name an Account was first opened.
Subscriber Number	means a telephone number, given to a Cardholder by a cellular communication operator at the moment of the Cardholder's connection to the network of a cellular communication operator, definitely identifying a person who entered with such cellular communication operator into mobile communication service contract.
Self-service Automation (SSA)	refers to a kind of terminal providing payment receipt from natural persons in self-service mode.
Payment System	refers to system of Visa or Mastercard worldwide or other entities providing license to issue and accept the Visa Card and/or Mastercard.

Cardholder
Membership

Any person to whom a Card is issued by WING Bank including any renewal and replacement.

## 2. Subject of the Agreement

- 2.1 The subject of the Agreement made by you by accessing to this offer by doing contracting bargains provided for with this offer shall be providing of services by "WING Bank" to "You" on the use of services with the purpose to make settlements by the Cardholder in favor of recipients of payment.
- 2.2 With the purpose of duly providing by WING Bank of services under the Agreement subject to making thereof on the terms of this offer, the Cardholder shall undertake to register the Cardholder's account prior to WING Bank fulfills its obligation under paragraph 2.1.

# 3. Registration and Activating Your Card

- 3.1 The use of the Card is subject to terms and conditions of this Agreement as may be varied by us from time to time. The current version of the Agreement is available on the Website and/or Wing Bank App. Usage of the Card constitutes your acceptance of these terms and conditions.
- To apply for your Card you must be at least at the legal age as provided under the applicable laws of Cambodia at the time of application and must reside in Cambodia.
- We require a full name, date of birth, national ID/ passport number, mobile phone number, link Wing Bank account, and email address when applying for a Card.
- 3.4 You may also be asked to submit documentation to us for purposes of identification in accordance with our Customer Due Diligence requirements. We may also use electronic methods to satisfy our Customer Due Diligence requirements. We are entitled to verify for your background, require for additional personal information and decide whether to issue a Card to you.
- 3.5 You will receive your Card once payment approval has been completed. Details will be sent to you online and by a text message to the mobile phone number you provide at the time of registration (subject to successful identity verification) and/or notification pop up through web or Wing Bank App. Please refer to the Website for all Cards loading options.
- **3.6** The Cardholder's account in the Payment Service System is created as follows:
- **3.6.1** Registration using Wing Bank App:

#### **For Personalized Card**

- Open Wing Bank App
- Click on My Account
- Click on Manage All Card
- Click on "Add New Card" or "+"
- Select Card Request
- Select Debit Card (Personalized)
- Personalized card (choose card brand to be request (Visa or Mastercard); select available card type (debit personalized); select account to link with the card (CASA account)
- Select card pick up method (Wing Bank Branch)
- Agree with Wing Bank's T&C
- Card order confirmation
- Input PIN for authentication
- Card request successful
- QR code for pick up available when card is ready to be picked up

#### **For Numberless Card**

- Open Wing Bank App
- Click on My Account

- Click on Manage All Card
- Click on "Add New Card" or "+"
- Select Card Request
- Select Numberless card (choose card brand to be request (Visa or Mastercard); select available card type (Numberless); display info to customer to pick up the card at any branch/Master agent/agent anytime
- Card Request successful
- QR code for pick up available when card is ready to be picked up

#### **For Virtual Card**

- Open Wing Bank App
- Click on My Account
- Click on Manage All Card
- Click on "Add New Card" or "+"
- Click Create Online card
- Chose Card brand to be requested (Visa or Mastercard)
- Select Wing Bank account number, card type, phone number, and agree to T&C
- Confirm and input PIN Code

#### **3.6.2** Activate Your Card

After customer register the card, they need to link and activate Wing Bank Visa Debit Card

## For Numberless Visa Debit Card

- Login to Wing Bank App
- Go to Manage Card
- Select "+"
- Click on "Link Wing Bank Card"
- Tap "QR icon to launch camera function"
- Scan Tracking Number's QR Code or input the number manually
- Choose Preferred Wing account to link with Wing Bank Visa Debit card
- Fill in necessary details then check "I agree with the Terms and conditions" and tap "Continue"
- Confirm Info, annual fee
- Input valid 4 digits PIN to continue
- Wing Bank Visa Debit card successfully created

#### For Personalized Visa Debit Card activated by ATM

- Customer received card
- Go to ATM Machine, insert card
- Input Tempo PIN (OTP) sent by system via SMS
- Create NEW and confirm NEW PIN
- Wing Bank Visa Debit Card Successfully created

## For Personalized Visa Debit Card, requested by Wing Bank App and Activated by Wing Bank App

- Login to Wing Bank App
- Go to Manage card
- Click on Activate Card
- Create PIN and Confirm
- Card Successful Activation

# For Personalized Visa Debit Card, requested by branch and activated by Wing Bank App

- Login to Wing Bank App
- Go to Manage Card
- Select "+"

- Click on Link Card
- Customer: Scan tracking number, Fill required information, create card PIN, Accept T&C
- Confirm information and annual fee
- Input Wing Bank App PIN
- Card Successful Activate

Please note that in order to obtain the Card, you are required to have a Wing Bank Account with minimum balance. Opening a Wing Bank account shall be subject to a separate T&C thereof. For Virtual Debit Card, customer can request up to 10 (ten) cards per unique users (count active card only) and for Physical Debit Card customer can request up to 5 (five) cards per unique users (count active card only).

## 4. Procedure, terms and cost for using your Card

- 4.1 The actual plastic Card can be used for any transaction authorization at any POS terminal, WING Bank ATM and Merchant(s) accepting the Visa Card and/or Mastercard. For digital/virtual/online Card, it may only be used with Merchant(s) websites and any POS terminal accepting such Cards. WING Bank reserves the rights to change any procedures, T&C, and costs for using your Card by giving 7 (seven) days notice to you. In case, you do not accept with the new procedures, T&C, and costs, you have the right to reject or terminate the use of Card.
- 4.2 You shall be responsible for ensuring the correctness and accuracy of all purchases made with the Card.
- 4.3 We will immediately debit the amount of all Card Purchases from the balance of your Card. If you attempt to spend more than the Card balance, your transaction will be declined.
- **4.4** You must not use the Card:
  - a. after any notification of its withdrawal is given to you;
  - b. after this Agreement has been terminated; or
  - c. as payment for any illegal purchase.
- **4.5** You cannot stop a Card Purchase after it has been authorized.
- 4.6 We will not issue Card statements. You can obtain your Card balance or obtain information about previous Card Purchases by logging into WING Bank App and check for transaction or by calling to Customer Service through 023 9999 89. You are responsible for monitoring your Card balance and for ensuring that there are sufficient funds on the Card at all times to pay for Card Purchases. The up-to-date Card balance and any recent Card transactions will be available to view the same day.
- 4.7 If at any time you become aware of an unauthorized debit transaction made using your Card you must notify WING Bank immediately by calling to our Customer Service 023 9999 89 without undue delay and, in any event, shall be within 30days of the debit date of the transaction.
- 4.8 Once you have notified us of an alleged unauthorized or incorrectly executed transaction on your Card, we will promptly investigate your claim. In some cases, we may ask you to give us further information about the transaction (for instance, to enable us to confirm whether the transaction was properly authenticated). You confirm that you will cooperate with the police or other enforcement bodies if requested to do so.
- 4.9 Where it is established to our reasonable satisfaction that the transaction was not authorized by you and not at your fault, we will (subject to Clause 4.10 and 4.12 below) refund, in whole or in part, the amount of the transaction, if through the dispute process, we can recover such amount.
- **4.10** We reserve the right to refuse a refund under Clause 4.7 where you fail to notify us within 30 (thirty) days of the date of the debit transaction.
- **4.11** We reserve the right to debit from your Card the amount of any refunds paid to you where, upon further investigation, it is subsequently established that you are not entitled to a refund. If there is insufficient balance on the Card to debit the amount of any refunds paid to you in circumstances where you are not entitled to a refund, we reserve the right to take all reasonable steps (including

- legal proceedings) to recover from you the amount of any such refunds together with any fees, charges or expenses that we have incurred.
- **4.12** We reserve the right to withhold refunds if, and to the extent that, we can show you have failed to comply with any relevant provisions of this Agreement.
- **4.13** WING Bank will not be liable for defects in any goods or services paid for using the Card. Any queries or complaints about such goods or services should be addressed to the relevant Merchant(s).
- **4.14** If the mobile phone number used for registering to the Service is no longer in use, the Cardholder shall cease or be ceased the use of Service based on Authentication Data that include the above said mobile phone number.
- **4.15** Prior to the date when the Cardholder submits the new mobile phone number to the WING Bank either prior to receipt of the written notification from the Cardholder on the agreement of termination, WING Bank is entitled to disable access to services for the Cardholder based on application of Authentication Data that contain the annulled mobile phone number.
- 4.16 The rights to fund on the balance of the Cardholder Account are confirmed by submission of the corresponding letter by the Cardholder with the copy of the agreement concluded between the Cardholder and mobile network operator certified by WING Bank attached to provide mobile network services that allow the Cardholder the privilege to use the mobile phone number specified by the Cardholder when signing to the system, and copy of the national identification card, passport or any other document to acknowledge the Cardholder's identity.
- 4.17 In case when the Cardholder fails to submit documents specified in the clause 4.16 of this offer within 30 (thirty) calendar days since the date of the corresponding notification sent to WING Bank, the Agreement will automatically terminate based on the terms of this offer.
- 4.18 Any Visa Card or Mastercard transaction amount presented to WING Bank for authorization or for payment is subject to be debited from the Cardholder Account but it is not a settled amount for the transaction unless it is same as amount billed from Payment System. WING Bank will extra debit or credit certain amount from or to the Cardholder Account regarding to any transaction amount which is unbalance between authorization amount and billed amount from Payment System for transaction settlement. WING Bank may credit any debited amount for unsuccessful transaction which is not billed to the Cardholder's Account for payment after 30 (thirty) calendar days from the transaction date. In addition, WING Bank might reduce the amount of credit time from 30 (thirty) calendar days to 15 (fifteen) calendar days if WING Bank receives a written request from the Cardholder, confirming that the transaction is incompletely performed. However, the Cardholder is still liable for any and all unsuccessful transaction if it is posted to WING Bank afterwards for settlement.

#### 5. Cancellation of your Card

- You are legally entitled to cancel your Card up by notifying to WING Bank or delete or block your Card(s) from Wing Bank App by your own.
- 5.2 If you cancel your Card for whatever reason, we will immediately block your Card so it cannot be used. You will not be entitled to a refund of money you have already spent on transactions, or pending transactions or any fees due for the use of the Card before the Card is cancelled.
- You can cancel your Card by contacting our customer service through 023 9999 89 or deactivating it on your Wing Bank App.
- **5.4** If at any time:
  - a. You are in breach of any of the T&C of this Agreement; or we have reasonable grounds to suspect fraud, theft or dishonesty; we are entitled to take such steps as we consider reasonably necessary to restrict your right to use the Card, which, without limitation, shall

- include, without prior notice to you, refusal to authorize a purchase, suspension, withdrawal or cancellation of your Card.
- b. If we do this, we will inform you as soon as we can or are permitted to do so after we have taken these steps.
- Your Card number will be valid based on the type of your Card issued. In case the Card has expired, you can purchase a new Visa Card or Mastercard from any Agents, Wing Head Office, Wing Branches, and Wing Master and activate through WING Bank App or you can self-issue a digital Card from your WING Bank App.

## 6. Confidentiality and Safety

- 6.1 You shall undertake to take any necessary measures as to the safety and protection of information and documents that are exchanged within the services or that are available to you regarding the Use of Service.
- 4.2 You shall undertake to independently take all necessary measures to keep confidential, prevent any unauthorized use and to protect Authentication Data from any unauthorized access by third parties. You shall not inform your Authentication Data to any third parties. You must under no circumstance whatsoever allow the Card/Authentication Data to be used by any other individual.
- 6.2.1 With the purpose to prevent from any unauthorized use and to protect own Authentication Data from any unauthorized access by third parties using any remote access channels, you must undertake to independently install on technical devices used by you to access the services (except terminal type devices, belonging to Agents) an antivirus software and to maintain its timely updates. If non-use by a Cardholder of any antivirus software, use of unlicensed (illegally purchased) antivirus software or late update of threat signatures result in acquiring by third parties of an unauthorized access to a Cardholder's Authentication Data, WING Bank shall not be responsible for any damage caused to the Cardholder Account (including making of payments at the expense of assets available on the balance of the Cardholder Account) through the services using a Cardholder's Authentication Data until the WING Bank receives a due notice.
- 6.3 WING Bank undertakes to observe the confidentiality regarding personal details of you as well as information on you became known to WING Bank in connection with the Use of Service by you, except when:
  - a. Such information is available in public;
  - b. Information has been disclosed at the request or with permission from you;
  - c. Information is subject to be presented to a Cardholder's contracting parties in the volume necessary to fulfill the contract concluded on terms of this offer;
  - d. Information requires to be disclosed on the grounds stipulated under legislations or suspected treaties or relative requests of account or of authorized state bodies have been received.

#### **6.4** You must undertake:

- Not to carry out through the services any illegal financial transactions, illegal trade, operations on legalization of income obtained criminally, and any other operations in violation of the law;
- b. To prevent any efforts of illegal trade, illegal financial transactions, transactions purposed to legalization (laundering) of income obtained criminally.
- WING Bank shall reserve the right to refuse a Cardholder to make payments using Card by sending a text message to your mobile number informing the reason of such refusal, including in case of any reasonable doubts in the lawfulness of such actions of a Cardholder. In such case WING Bank is entitled to require from you:

- To give additional information on the Cardholder's activity (including documented on paper); in case of refusal to present such information and failure to present thereof within 15 (fifteen) days as of due request to a Cardholder to present such documents (information), the WING Bank shall block the Card and/or Cardholder Account;
- b. To present notarized copy of a mobile communication service contract made with cellular communication operator, entitling a Cardholder to use Subscriber Number specified by a Cardholder at registration of a Cardholder Account in the Wing Payment Service.
- Cardholder. WING Bank shall undertake to permanently control over the confidentiality of personal details of a Cardholder. WING Bank shall undertake neither make use of nor disclose any information identifying a Cardholder with the purpose not related to the execution and issuance of documents, making requirement or making settlement with a Cardholder. Disclosure of any information may only be in such cases previously notified to a Cardholder at the moment of obtaining of such information from a Cardholder or with a Cardholder's consent. WING Bank shall be entitled to give other persons an access to information on a Cardholder only if a Cardholder has directly expressed his/her interest in their goods, works or services.
- 6.7 WING Bank is entitled at any time without any additional notice to a Cardholder, to develop and introduce additional safety measures to use the Wing Payment Service. WING Bank shall place a notice at the Website and/or WING Bank App about introduction of such safety measures and actions of Cardholders in connection with introduction of such measure (if applicable).

# 7. Liability

- 7.1 In the event that you do not use your Card in accordance with the T&C of this Agreement or we find that you are using the Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you from using this Card and to recover any monies owed as a result of your activities.
- 7.2 Like other payment cards, we cannot guarantee a Merchant will accept your Card, or that we will necessarily authorize any particular transaction. This may be because of a systems problem, something outside our reasonable control, or because we are concerned that your Card is being misused. Accordingly, we shall not be liable in any event that a Merchant refuse to accept your payment or if we do not authorize a transaction, or if we cancel or suspend use of your Card.
- 7.3 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party.
- 7.4 We may restrict or refuse to authorize any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of the T&C of this Agreement or if we suspect criminal or fraudulent use of the Card.
- 7.5 You must immediately notify WING Bank of any lost, stolen, theft and/or unauthorized use of the Visa Card and/or Mastercard by verbal or in writing. You may be liable for any and all unauthorized transactions but you shall have no responsibility for any unauthorized use that occur after you notify WING Bank, orally or in writing, of the lost, stolen, theft and/or other possible unauthorized use of your Visa Card and/or Mastercard.

# 8. Changes to these Terms and Conditions

- **8.1** We may add, change or amend the terms and conditions of this Agreement in accordance with clause 8.2. We may add new fees and charges or change existing fees and charges at any times by giving a notice to you.
- 8.2 We will notify you in advance if we add, change or amend any terms and conditions of this Agreement or if we add new fees or change existing ones. The amount and type of

notice that we inform you will follow the laws and regulations that apply at that time. (For example, we may notify you by letter, electronic mail, telephone (including recorded message), by an advertisement in the Website, Notification in the Wing Bank App, or WING Bank's Facebook).

8.3 If we add, change or amend any terms and conditions and you are not happy to accept such changes, you may terminate this Agreement and close your Card. If you do not request us to terminate this Agreement within 15 (fifteen) calendar days from the date of notification, you are deemed to accept the changes.

## 9. Fees & Charges

## 9.1 Card Issuance Fee

For virtual debit card issuance fee is FREE up to 3 (three) Cards (please go through on the Website for more detail) accumulated of your Cards issued including active/deactivate/block/deleted, the issuance of subsequent Card(s) will be charged for USD 1 (one united state dollar) per Card. The fee is non-refundable. There is no issuance fee for physical debit card.

#### 9.2 Monthly Fee and Replacement Fee

A non-refundable annual fee of each Card or Card replacement fee (refer to Card Services and Fee Charges) as prescribed by WING Bank from time to time shall be debited from the Cardholder Account for the use of the Visa Card and/or Mastercard. For virtual Debit card, the monthly fee is 0.5\$ (fifty cents) per month will charge immediately after card created.

#### 9.3 Declined Transaction Fee

Cardholder shall be charged a fee (refer to Card Services and Fee Charges) if any transaction performed by the customer is declined due to unavailable balance in the Cardholder Account.

## 9.4 Dispute and Resolution Fee

If the Cardholder requests WING Bank to process any dispute transaction, a fee charge per transaction will be incurred and debited from the Cardholder Account. However, WING Bank shall inform you initially about additional fees and other charges which are not listed in Card Services and Fee Charges before proceeding with the case.

## 9.5 Foreign Exchange Fee (FX Fee)

FX Fee of 2.5% of volume transaction is charged to the Cardholder when the Cardholder purchase goods or service in currencies other than US Dollar currency. (For the update please refer to Card Services and Fee charges).

#### 10. General

- 10.1 WING Bank will not be liable for any delay or failure in performing any its obligations in respect of the use of the Card where such delay or failure occurs because of any circumstances beyond WING Bank reasonable controls.
- 10.2 The accounts and records kept by WING Bank or on its behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by WING Bank in connection with any Card Purchase or matter or dealing in relation to the Card.
- **10.3** WING Bank may disclose details of the Card to any person acting as its agent in connection with the use or issue of the Card.
- **10.4** This Agreement shall be governed by and interpreted in accordance with laws of Cambodia.
- 10.5 In case of a language discrepancy between English and Khmer, the English language shall prevail.

## 11. Use of Your Information

#### 11.1 Considering your application

Visa Card and/or Mastercard is issued by WING Bank and WING Bank is the data controller. Wing Bank shall have the right to sub-contract the controlling of data to any third party at its sole

discretion without having the obligation to notify the Cardholder on this regard. The personal information which you have provided to us may be used in the manner set out under these T&C and in accordance to the applicable laws and regulations.

## 11.2 Use and disclosure of your information

The personal information which are held about you may be shared with and cross-checked by other business, fraud prevention or credit reference agencies, our suppliers, agents or subcontractors and anyone who introduced you to us:

- a. To develop the system or platform of identity verification or other similar matters for the purpose of assisting WING Bank in providing service to you in a safe and convenient manner:
- b. To verify your identification and/or address;
- c. To trace debtor, recover debt, to prevent fraud and money laundering;
- d. To manage and administer your Card; and
- e. This information will be used by WING Bank so that we may carry out statistical research and analysis, business development, compliance and regulatory reporting and administration in respect of the Card in accordance with the above.

The Cardholder grants WING Bank and relevant third parties a perpetual, royalty free right to keep a record of the information referred to above.

If you want to receive details of those fraud prevention agencies from whom we obtain, and with whom we may record, information about you, please write to us at the address show in Clause 11.3 below. You have a legal right to these details.

#### 11.3 Your right to information

You have a legal right to receive a copy of the information we hold about you by applying in writing to us at:

WING Bank (Cambodia) Plc No. 721, Preah Monivong Blvd.,

Sangkat Boeng Keng Kang 3,

Khan Boeng Keng Kang, Phnom Penh,

Kingdom of Cambodia

#### 12. Merchant(s)

- 12.1 It will be necessary in all cases, for a Merchant(s) to obtain authorization to honour the Purchase; this is to ensure that there are sufficient funds on the Card. We may refuse to authorize a purchase at any time if there are insufficient funds on the Card.
- A Merchant may not be able to obtain authorization from us in some circumstances. If this happens we will not be responsible if you are unable to use the Card for a particular Card Purchase. Furthermore, we will not be liable for the refusal of any Merchants to accept or honor the Card for any reason.
- 12.3 If a Merchant becomes liable to make a refund to you, we will not credit the amount of any refund to the Card; refunds are a matter between you and the relevant Merchant.

#### 13. Communication

- 13.1 If you have an enquiry relating to your Card, you can use the "Contact Us" facility on the Website. We will deal with your enquiry promptly.
- 13.2 If you do not wish to enquire in this way you can alternatively call our customer service through 023 9999 89.

#### 14. Merchant Dispute

WING Bank shall not be responsible for those goods and services supplied by any Merchant or establishment in respect of any transaction performed by the Cardholder. Also, WING Bank shall not be liable in any way if any Merchant or entity refuses to accept or honor the Visa Card and/or Mastercard for any reason. However, WING Bank may defend and counterclaim (other than tort

claims) arising out of the transaction of customer if you have made a good faith attempt but have been unable to obtain satisfaction or solution from those Merchant or establishment. In case of any wrong posted or fraud transactions somehow related to the Card, WING Bank will support the Cardholder to return the claim of transaction amount by initiating chargeback request to acquirer through respective payment system (Visa or Mastercard). But in case of this chargeback dispute will be lost based on respective payment system's rules, WING Bank is not responsible to return any lost amount, the Cardholder will absorb the losses.

## 15. System Malfunction

WING Bank makes no claims or warranties with respect to the equipment or the system and WING Bank shall not be liable for any failure to provide any service or to perform any obligation due to any malfunction of the equipment, the machine, the system or the Visa Card and/or Mastercard, failure of communication lines or any other circumstances beyond the reasonable control of WING Bank.

## 16. Complaints

If you are not satisfied with any aspect of the service offered, please contact our Customer Services on 023 9999 89, via the "Contact Us" link at our Website or write to Customer Services at WING Bank Head office and any other applicable channels. They will be pleased to help and explain the complaints procedure in more detail. A copy of the Complaints Procedure is available upon request. WING Bank will try and resolve your complaint as soon as possible. Often however, the compliant will need to be investigated. If this is the case, WING Bank will respond to you within five (5) Business Days to acknowledge receipt of your complaint and tell you how long it might be before your complaint is resolved.

#### 17. Card safety and dispute resolution

# 17.1. Secure your Card

To protect your Card, you will need to:

- a. Always protect your Card and keep it in a safe place;
- b. Do not let anyone use your Card;
- c. Shop with Merchant you know and trust;
- d. Always keep an eye on your Card when you're paying for things;
- e. Never provide card information over social media and share your card details or PIN with others;
- f. Regularly check your account statement or notification on banking apps and contact us immediately if you identify anything suspicious;
- g. Avoid sending your card number through email because it is not secure, and don't give the number over the phone unless you made the call;
- h. if your Card is lost or stolen, immediately block your Card through WING Bank App or report to our Care Centre 24/7; and
- i. Destroy your existing Card if you receive a replacement.

#### 17.2. Secure your PIN code

What you should do:

- a. Memorize your PIN, never tell it to anyone, and never write it down;
- b. Change your PIN frequently if possible;
- c. Make sure nobody watches or hears you when you are entering or using your codes to make payment; and
- d. Be ready to make a transaction when you approach an ATM or POS terminal.

What you should not do:

- a. Do not write your PIN on your Card;
- b. Do not keep a record of your PIN with or near your Card;
- c. Do not tell anyone your PIN code; and
- d. Never reply to every E-mail, phone, or SMS asking for your Card information, password or PIN.

#### 17.3. Loss, theft, or misuse of a Card and PIN

You must report to WING Bank as soon as possible if your Card or PIN is lost, stolen or misused, or you suspect that unauthorized transactions have been made on any accounts. This will enable us to put a stop on your Card to prevent or minimize losses resulting from unauthorized transactions and your potential liability for such losses.

## 17.4. Suspected Fraudulent Transaction

You shall immediately block your Card via WING Bank App and report to the bank once you suspect fraudulent transactions. WING Bank shall reserve the right to block, suspend, withdraw or terminate the use of Card and other services to which related at any time with or without prior notice.

## 17.5. Dispute Resolution

If you have any issued in relation to the use of your Card, you should contact to the bank

immediately or fill in card "Dispute Form" (Link) and no later than 30 (thirty) days after the date of the statement on which the transaction is recorded. The ability to dispute a transaction may be lost if it is not reported to us within the timeframe.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the Merchant with whom you made the transaction. If it is available, we will claim a chargeback right for a transaction on your account if:

- a. you contact us to raise the dispute; and
- b. you give us the information and all required documents to support a chargeback, within 30 (thirty) days after the date of the statement on which the transaction is recorded.

Most disputes are resolved within 30-60 (thirty to sixty) days from the date of raising chargeback to bank of Merchant, although the complex cases could require more additional time in accordance with card scheme regulation.