

Wing Bank Visa Credit Card

Terms and Conditions

Please read these terms and conditions herein carefully before using Visa Credit Card of WING Bank, including Visa Credit card Gold, Platinum, and Infinite 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 Credit Card 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 Credit Card and the details in relation to the terms and conditions of using the Visa Credit Card is as follows:

Definitions

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, 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 including its registered branches.
Cardholder/you/your	means the Customer, Cardholder or Wing Bank Card Users. It’s the individual name on the card and includes a supplementary cardholder.
Contactless Card	means Credit card which support “Tap and Pay” as part of Contactless Payment System.
Credit Card	means a credit card issued by us to you and any renewal or replacement thereof. If supplementary card(s) is/are issued, the expression credit card shall mean the principal card and all supplementary cards.
Card	means any Visa card we issue to you or to any other cardholders you nominate.
Card Purchases	means any transaction whereby the Credit Card is used as payment for goods and/or services at online Merchant(s) or POS.
Cash Advance	means any cash withdrawal you make at and Automated Teller Machine (“ATM”) or from a Bank by using the Credit Card.
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.
ATM	means Automated Teller Machine which accepts the credit card whether belonging to us or to the VISA or the PLUS SYSTEM ATM network
Primary Cardholder or Principal Cardholder	means the individual in whose name the Account has been opened and who is responsible for setting all Transactions and associated fees and charges on the Account
Supplementary Cardholder	means an additional card that can be issued under the primary or principal card when requested. The primary or principal card holder will be responsible in assigning the card to a family member such as parents, spouse and children. The billing statement of supplementary cardholder will be settled by primary cardholder. The card we provide for supplementary cardholder(s) to use with your account.
Due Date	mean the date by which the Cardholder must pay the Amount Due or the Minimum Amount.
Website	means www.wingbank.com.kh
Amount Due	means the outstanding amount on the Card which the Cardholder must pay to the Card Issuer on or before the Due Date, which may include the Minimum Amount Due, any past due amounts, Over Limit Amounts, over limit fees, and any other additional fees which may be payable on the Account.

Sales Transaction	means transaction used by the Cardholder to pay for goods and/or services.
Security	means any cash or other collateral, as agreed in writing by the Card Issuer, that is provided by the Cardholder to secure the payment of all Cardholder's obligations under the Agreement.
Deposit Account Security	means deposit, savings and/or term deposit account provided by the Cardholder as security for the Cardholder's obligations under the terms and conditions of the Agreement.
Minimum Amount Due ("Minimum Amount")	The Minimum Amount of funds owing on the Card as indicated on the Statement which the Cardholder must pay on or before the Due Date.
Credit Limit ("Limit")	means maximum credit level available on the Card as approved by the Card Issuer.
Merchant	any businesspersons granted authority to accept the Card as a means of payment for goods and/or services.
Statement of Account (hereafter referred to as Statement)	means summary document provided by the Card Issuer to the Cardholder listing all Transactions, interest, fees, credits, payments, adjustments (if any) and Minimum Amount to the Cardholder.
Transaction	including Sales Transaction and Cash Transaction
Card Outstanding Balance ("Outstanding Balance")	total balance owing on the Account comprising of all Transaction amounts, fees and interest connected to the usage of the Card.
Terminate	to suspend, terminate or cancel the Card use including all the Card privileges and features.
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	means any personal identification number issued by us to allow you to use your Credit Card at an ATM, at a point of sale terminal and/or access of Electronic Services.

Card Issuance

2. **Payment Obligations of the Cardholder:** The Cardholder being both the Principal Cardholder and all Supplementary Cardholders, are jointly and severally liable and responsible for the payment of all the Transactions, interest, fees and expenses under the credit limit for using the card including but not limited to the non-refundable fees, duties and taxes as regulated by law until the full payment to the Bank is made. The payment obligation of the Cardholder will continue to be effective in the case of a renewal or replacement of the Card by the Bank and also in the case of Termination for any reason. Without prior notice to the Cardholder, the Bank reserve and has the full right to:
- Agree or reject the issuance of the Card to the Cardholder even if the Cardholder satisfies the requirement for issuance stipulated by the Bank;
 - Approve or reject Transaction even if the Transaction is within the available Limit;
 - Terminate the use of the Card of the Cardholder at any time;
 - Increase or decrease the Limit;
 - Refuse to re-issue, renew, replace or extend the Card;
 - Modify, adjust, limit, or cancel service, features relating to Card of the Cardholder. The Bank should not be held liable for any costs or damages claimed by the Cardholder if the Bank does not approve any Transaction from the account of the Cardholder and/or if the Merchant does not except the Card even if the Transaction is within the Limit available. The Bank can limit the daily quantity and/or the daily amount of the Transaction. If the Bank discovers any unusual or suspicious activity, the Bank can temporary suspend some or all the right to use the Card until the Bank verifies the activities.

Card Usage

3. **Prohibited Use of the Card:** The Cardholder agrees not to use the Card for any illegal purpose, including violation of any regulation on foreign currency exchange, investment or usage.
4. **Sales Transaction:** The Cardholder may use the Card to make Sales Transaction/ at any Merchant. The Cardholder must provide duly needed accurate information, as the Card Issuer requires for Transaction approval. The Card Issuer has the right to debit the Account with any Transaction amount conducted by the Cardholder. The Card Issuer is not responsible for the delivery or quality of goods and/or services paid for through a Sales Transaction. Any and all disputes relate thereto are solely between the Cardholder and the Merchant. The Cardholder is responsible for all claims, settlements and any other related matters directly with the Merchant.
5. **Cash Transaction:** The Cardholder may avail of a cash Transaction through ATMs and settlement organizations. To avail of the cash transaction, the Cardholder shall use a confidential Personal Identification Number (PIN), provided by the Card Issuer. Please refer to the fees and charges brochure for full details on Cash Transaction limits. It is understood and agreed that all Cash Transactions made with the Card shall solely be made by a Cardholder. The Cardholder hereby expressly waives the presentation of any supporting document in relation to any Card Transaction, and acknowledges that the records of the Card Issuer are conclusively presumed to be correct. The Card Issuer reserves the right to limit the value of each Cash Transaction and/or the total value of all Cash Transactions on the Card in a day, without notice to the Cardholder, to an amount determined and/or amended at the Card Issuer's sole discretion.
6. **Usage of Personal Identification Number:** The Cardholder shall not assign the Card or disclose the Cardholder's Personal Identification Number (PIN) to any person without the prior written consent of the Card Issuer. Cardholder should be solely liable for any transaction or charges made using the Card under these circumstances. The Cardholder shall provide notice to the Card Issuer immediately if the Card is lost, stolen or if PIN disclosure is suspected and shall bear all associated fees and charges as detailed by the Card Issuer and provided to the Cardholder.
7. **Statement:** WING Bank shall provide the Cardholder a monthly Statement, which is on the 21st at the billing address nominated by Cardholder.

The Statement is presumed to be correct unless the Cardholder notifies the Bank of any error(s) within fifteen (15) days from the Statement date. Any disputed amount on the Statement must be made in writing and received by Bank within fifteen (15) days of the Statement date. If the Bank determines, in its sole discretion, that the amount in dispute is an error and is not chargeable to the Cardholder, that amount will be credited to the Outstanding Balance. Any other Minimum Amount Due, and/or Amount Due will still be payable by the Cardholder.

Notwithstanding anything to the contrary, non-receipt or late receipt of the Statement shall not relieve the Cardholder of his/her obligations to pay the Minimum Amount Due on the account on the Due Date set out in the Statement.

Setting of the Statement date is at the Bank's sole discretion and will be notified to the Cardholder upon issuance of the Card. The Statement shall be conclusively presumed to have been received by the Cardholder during the applicable month unless the Cardholder notifies the Bank of the bank's failure to receive a copy of such within the first fifteen (15) days from the Statement date.

8. **Ownership of the Card:** The Card is the exclusive property of WING Bank and is non-transferable by the Cardholder. The Card must be signed immediately by the person in whose name it has been issued and shall be valid from the date of its issuance or renewal until the last day of its indicated expiry month.

The Bank may, in its discretion and without prior notice to the Cardholder, terminate any Card issuance and use at any time and for whatever reason. In these circumstances, the Cardholder agrees to surrender the Card and the same shall be confiscated by the Bank. Upon such termination, the Outstanding Balance of Account, including fees and interest, shall become immediately due and payable without notice or demand by Bank.

The Cardholder shall not use the Card after its expiry date or termination of the Contract including permitting any other person(s) to use the Card for any reason whatsoever after these events. Continued use of the Card thereafter shall be considered as a fraudulent act by the Cardholder.

The Bank may amend, at its discretion, the Card number and/or expiry date when issuing a renewal or replacement Card to the Cardholder. The Cardholder is solely responsible for communicating this change to any party with whom the Cardholder may have payment arrangements. The Bank will not be responsible for any consequences or damage to the Cardholder arising from declined transactions, whether under the former Card number or otherwise.

Lost or stolen Cards found by the Cardholder must be returned to the Bank.

The Primary Cardholder may close the Account at any time by advising the Bank in writing and the Outstanding Balance of the Account including fees and interests of all Transactions become immediately due and payable without need of notice or demand.

Upon closing of the Account by Primary Cardholder, no further use of the Card shall be permissible by any Cardholder.

9. **Cardholder Instruction:** The Cardholder authorizes Wing Bank to perform activities that the Bank considers appropriate upon the instructions of the Cardholder to the Bank. The Cardholder's instructions may be notified or communicated by

the Cardholder to the Bank from time to time by mail, telephone, telex or facsimile. The Bank, however, reserves the right to require the instructions to be contained or sent in a particular form or require the instructions to be confirmed in writing or otherwise before the Bank acts on the instructions. The Bank shall be entitled to treat the instructions of the Cardholder as fully authorized by and binding upon the Cardholder and to take such steps in connection with the instructions.

10. **Updating of information:** The Cardholder undertakes to notify WING Bank immediately of any changes in the Cardholder information including any change of address, telephone number or email address, and any other method of communication by which the Bank may communicate with the Cardholder aside from those which have been disclosed in the Application.

If the billing address cannot be accessed through mail or door delivery, the Bank reserves the right to use other addresses which have been provided by the Cardholder to the Bank.

The Cardholder agrees that any communication sent by the Bank to a designated billing address, or, if the billing address is not accessible by the Bank, then any other address provided by the Cardholder to the Bank, shall be deemed received by the Cardholder within 10 (ten) days of mailing.

11. **Exemptions:** The Cardholder's obligations to the Bank are absolute, and any dispute between the Cardholder and any organization or individual shall not affect the existing obligations of Cardholder to the Bank.

The Bank is exempt from liability for any damage or loss which may be suffered by the Cardholder arising from:

- Any Merchant refusing to accept the Card for any reason;
- Any malfunction, mistake, damage of any ATM and/or any equipment accepting the Card;
- Delays or inability to carry out the responsibilities under the Contract by any breakdown of machine, data, communication, God's act or any event beyond the control of the Bank or consequence of fraud or forgery;
- An inability to access data and/or information pertaining to the Card;
- Any defect or malfunction of goods and services which the Cardholder buys or uses.

The Bank is exempt from liability for any damage to the honor, prestige or reputation of the Cardholder in the event a Transaction is denied, cancelled, or if the card is withdrawn from the Cardholder or the Agreement is terminated.

12. **Loss of the Card:** If your Cards are lost or stolen or you think someone else is using them without your permission, you should tell us at once by phoning us on 023 999 898/012 999 489. You may be liable for the unauthorized use of your Cards if you, or an extra Cardholder, gave permission for someone else to use the Cards or PIN or if you were extremely negligent with your Credit Card, you may be liable for the full amount. You will not be liable for unauthorized use that happens after you tell us about the loss, theft or possible unauthorized use. You must help us to get the Cards back by giving us any information you have about their loss or theft including telling us if the PIN might have been revealed to an unauthorized person. You must tell the police about the loss or theft if we ask you to. We may provide the police with any information and take any other steps that we think are relevant in connection with the loss, theft or misuse of your Cards. If you find your Cards after they have been lost or stolen, you must not use them. You must cut them in half and return them to us immediately.

13. **Reversing a Transaction:** You may be entitled to reverse (chargeback) a Transaction where You have a dispute with a merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for. You must notify bank if you believe you are entitled to reverse a transaction. If bank is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

14. **Time limits for Reversing a Transaction:** You should notify WING Bank immediately of a disputed transaction. Credit Card scheme operating rules impose time limits after the expiry of which bank is not able to reverse a transaction. The minimum time limit generally applicable is 75 (seventy five) days after the disputed transaction, but some time limits are longer. If you do not notify Bank in time, Bank may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. Bank is not responsible for any loss to you if you do not ask Bank to reserve a transaction within an applicable time limit.

15. **Term and Termination:** These terms and conditions shall be valid from the date you accept/agree on these terms and conditions including by way of electronic acceptance and continue its effect until you completely and successfully repay to the Bank the amount owed to the Bank.

You may terminate your credit card by:

- a) giving us written notice of termination;
- b) returning us the credit card cut in half;
- c) paying us the total indebtedness in full including the amount of all card transactions which have been carried out but have not been debited to your card account before we receive your credit card and to pay us all the interest fees and charges which we are entitled under these Terms & Conditions.

The Bank may terminate your Credit Card, upon the occurrence of any one or more of the following events:

- a) the bankruptcy, insolvency, death or incapacity of you
- b) any breach of these Terms & Conditions by you
- c) any change in your financial condition.

In the event of termination of the Card whether by the Cardholder or by the Bank, no refund of the annual fee will be made to the Cardholder by the Bank

16. **Telephone Communication:** The Cardholder agrees that by calling or accepting calls from WING Bank or any third party authorized by the Bank, the Bank or authorized third party may, at its sole discretion, record the Cardholder's telephone communications. The Cardholder, likewise, agrees that such taped or recorded communications may be used by the Bank or any third party, for any purpose, including being used as evidence in any proceedings, judicial or administrative

17. **Notification by the Bank:** Notifications sent by the Bank to the Cardholder via e-mail, Wing App, text messaging, ~~telex~~, ~~facsimile~~, or other electronic means using the contact details provided by the Cardholder shall be deemed to have been sent to the Cardholder. As such, Cardholder hereby indemnifies and hold harmless and releases the Bank from any liability if the information contained in the electronic notification is, by any means, accessed by any person other than the Cardholder.

18. **Registration and Activating Your Card**

- a) 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 Money App. Usage of the Card constitutes your acceptance of these terms and conditions.
- b) To apply for your Visa Credit Card, you must be at least 18 years old for Principle Card and 16 Years old for Supplementary card and living in Cambodia.
- c) We require your personal information such as a full name, date of birth, national ID/ passport number, mobile phone number, link to WING bank account, credit limit request, Card request type, name on Card, and email address. We also need your employment detail, monthly income statement, and credit information detail when applying for Visa Credit Card. We need your CASA account or Fixed Deposit/Term Deposit for your secure Visa Credit Card.
- d) 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.
- e) You will receive your Card once Credit Limit 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.
- f) Registration Using Wing Bank App:
 - Make sure the customer has Wing bank CASA account
 - Open Wing Bank App
 - Click on My Account
 - Click on Manage All Card
 - Click on "Add New Card" or "+"
 - Select Request Card
 - Select Credit Card (choose Card Brand to be requested (Visa); select available card type (Visa Credit Gold, Platinum); select payment method (Manual or direct debit) if select direct debit, select account to debit; select payment option (full or minimum), if minimum select the percentage (10%, 20%, 50%); take photo and upload required docs; choose branch to pick up; Agree Credit Card terms & conditions
 - Card request confirmation
 - Input PIN for authentication
 - Card request successful
 - QR code for pick up available when Card is ready to be picked up
- g) Customer need to pick up the card at branches by filling out the form or showing QR code as the following steps:
 - Open Wing Bank App
 - Go to Manage Card; Click on Generate Pick Up card QR Code
 - Input PIN
- h) Activation Your Card
 - For Visa Credit Card Activate by ATM
 - Customer received Card
 - Go to ATM Machine, insert card
 - Language Selection

- Main Menu
- Enter New 6 digits PIN Card
- Re-Enter New 6 digits PIN Card
- Enter your temporary PIN which sent to your phone number
- Your Card has been Activated

For Visa Credit Card request by WING Bank App and Activate by WING Bank App

- Log in to WING Bank App
- Go to Manage Card
- Click on Activate Card
- Create PIN and Confirm
- Credit Card is Successfully activated

For Visa Credit Card Request by branch and activate by Wing Bank App

- Long in 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
- Credit Card is Successfully activated.

Note: Make sure the customer has CASA account

Credit Limit

19. **Credit Limit:** We may set a credit limit in respect of the Credit Card and may vary or terminate the Credit Limit without notice. If Supplementary Card has been issued, the credit limit imposed shall be the combined limit for the aggregate total indebtedness incurred under the Principal Card and all Supplementary Cards or the Principle Cardholder request the specific limit to the Supplementary Cardholder but not higher limit than Principle Cardholder. The Cardholder hereby, unconditionally and without limitation, authorizes the Bank to approve, at its discretion, any increase or decrease in the limit whether applied by the Cardholder or due to the history of the Credit Card. Written Application Request Form from the Cardholder is required prior to the Bank increasing or decreasing any Limit.
20. **Increase/Decrease in Credit Limit:** Cardholder can request in WING Bank app or Cardholder hereby unconditionally, and without limitation authorizes the Bank to approve, at its discretion, any increase or decrease in the Limit whether applied for by the Cardholder or due to the history of the Account. Written confirmation from the Cardholder is not required prior to the Card Issuer increasing or decreasing any Limit. The Bank will provide written notification of any such increase or decrease to Cardholder as soon as reasonably possible.

Method of Payment

21. **All Transactions, Fees and Charges** shall be Paid by the Cardholder to the Bank on or before the Due Date on the Statement. Payment can be made at any WING Bank Branch via cash, cheque or transfer from another WING Bank account. Payment also can be made by WING Bank App, and Wing Agents. Cheque can be deposit into bank account before the due date and must be drawn on a Cambodian banks. Bank will not accept cheques drawn on a foreign banks. We reserve the right to refuse to honor or accept a cheque presented in payment of any sum due hereunder if:
- a) The cheques is post dated or more than 6 (six) months have passed since the date of the cheques;
 - b) Your Card account is closed or suspended;
 - c) The cheque doesn't carry a signature which in our opinion, appears to be the signature of the drawer or if any other;
 - d) Particulars to be included in the cheque have been omitted; or
 - e) The cheque and/or payment thereby is not acceptable to use for any other reasons.
- If the cheque is dishonor or refused, you shall pay a handling fee and others that occur. An auto direct debit arrangement may also be made if the Primary Cardholder has a deposit account with Bank. The Cardholder must ensure that any nominated payment account has sufficient available balance to cover any payments. If the amount from the nominated payment account is insufficient to pay the Amount Due, no payment will be made to the Card and the Cardholder must pay directly or indirectly the remaining balance on time and bear all fees and any interest.

- 22. Amount to Pay:** The Cardholder shall be liable to pay the total Amount Due on or before the Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder, however, shall have the option to pay the total Amount Due, the Minimum Amount or any amount in between the full Amount Due and Minimum Amount to the Bank. The Minimum Amount is computed as the sum of the following:
- Full amount Due multiplied by a predetermined percentage as defined by the Bank or a required minimum amount imposed by the Bank, whichever is the higher; plus
 - All past due amounts, if any.
- If the Due Date falls on a Saturday, Sunday or Public Holiday, the payment is due on the working day after the Due Date.
- 23. Application of payment:** Payments made to the account shall be applied in the following order:
- Unpaid Fees and/or Interest that are shown on any statement;
 - Fees and/or Interest incurred but are yet to appear on any statement
 - Cash Transactions as shown on any statement
 - Sales Transactions as shown on any statement
 - Cash Transactions that have occurred but are yet to appear on any Statement
 - Sales Transactions that have occurred but are yet to appear on any statement
- If you make cheque or other non-cash deposits to the Card Account, the Bank may defer making available the amount credited until funds are cleared. If the cheque or other non-cash deposit is subsequently dishonored, the Bank will debit the Card Account by the value of the dishonor (if the deposit has previously been credited to the Card Account) and charge a dishonor fee.
- 24. Foreign Currency Transaction:** The Cardholder must pay any transactions denominated in a foreign currency in United States Dollars (USD). The Bank will apply a currency conversion fee. The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before the Transaction is processed by Visa International.
- 25. Interest Rate:** The monthly percentage rate used to calculate the interest charges on the credit cards account is on the Fees and Charges brochure to be changed by the Bank from time to time.
- 26. Interest Free Period for Sales Transactions:** Each Statement shows the "Closing Balance" and "Due Date" for that statement. To take advantage of the interest free period, the "Closing Balance" must be paid in full by the "Due Date" for each statement.
- 27. Interest Calculation:** The Cardholder agrees to pay interest charged to the Account. Interest is calculated as follows:
- a) Sales Transactions, fees, charges and all other debits to the Account (excluding Cash Transactions): If the Cardholder fails to pay the full Outstanding Balance on or before the Due Date, the Cardholder must pay interest to the Bank. Interest is calculated from the date of transaction until the date payment is affected.
 - b) Cash Transactions: Interest is calculated from the date of Cash Transaction is made until the date payment is affected. The Bank has the right to amend the interest rate from time to time at its discretion. The Cardholder will be notified 30 (thirty) days in advance of any change of the interest rate.
- 28. Default:** The Cardholder shall be deemed in default under the Agreement:
- if the Cardholder has not met any of the Cardholder's obligations under the Agreement, in which case the total Outstanding Balance shall become immediately due and payable by the Cardholder.
 - if in the Bank's opinion acting under the Cardholder's Instruction or providing any Account or Service to the Cardholder would cause the Bank to be in breach of any applicable Law, Sanction or requirement of any competent Authority
 - where you fail to provide the Bank with any information requested under these Terms and Conditions, or where required by relevant local or foreign law, a regulatory body, government agency or revenue authority (whether local or foreign).
- If the Cardholder has more than one Account with the Bank, a default on one account shall automatically be considered as a default on all of the other Account/s. Whichever is the case, in the event of a Cardholder default, the Bank reserves the right to Terminate all of the Cardholder's Account with the Bank. Base to the Credit Card collection policy set by Wing Bank, If the Cardholder fails to pay the Outstanding Balance more than (ninety)90 days of notification by the Bank that the Cardholder is in Loss;
- Where the Cardholder has provided a Deposit Account as Security, the Cardholder authorizes and provides the Bank the right to deduct from the CASA accounts or Term Deposit of the Cardholder held with Bank without any further confirmation or approval of the Cardholder to repay any and all Outstanding Balance.

Fees

- 29. Fee:** The Cardholder must pay all fees and charges associated with the Card, including, but not limited the following fees:

- A) Annual fee and additional card fee: charged once per year
- B) Cash advance fee: charged when the Cardholder withdraws cash from an ATM, bank or other financial institutions
- C) Foreign currency conversion fee: charged on the conversion of foreign currency Transaction amounts into United State Dollars (USD) and dependent upon the foreign transaction currency and time the transaction is debited to the Account
- D) Late payment fee: charged if the Cardholder fails to pay at least the Minimum Amount on or before the Due Date
- E) Card replacement fee: charged when a Cardholder requests a replacement Card prior to the expiry date.

Fees may be charged based on a predetermined percentage of the transaction value/outstanding balance; or as a minimum flat fee, or a combination of both.

All fees will be debited from the account, either immediately or on a subsequent statement, whichever is applicable.

The details of the above fees are also set out in the Bank's Fee Schedule. The Bank reserves the right to amend the fee structure, or any of the fees. The Bank will notify the Cardholder 30 (thirty) days in advance of any changes to fees and charges as detailed in the Bank's Fee Schedule.


Card Renewal

30. Upon the expiry of the validity period of the card, the bank may issue the cardholder a new replacement card provided that the Bank may at its sole discretion refuse to issue a new replacement card without having to assign any reason whatsoever. In the event that a new card is issued, the whole outstanding balance and all other debit entries constituting the new balance in the Card account shall be transferred to the new Credit Card.

Other Provisions

31. **Privacy Consent:** You consent to the Bank disclosing your personal information to:
- a) Any organization that is in an arrangement or alliance with the Bank;
 - b) any service provider the Bank engages to carry out or assists its functions and activities;
 - c) any security provider, assignee or transferee or anyone who is considering becoming one; and
 - d) any Credit Bureau of Cambodia (CBC), National Bank of Cambodia (NBC), other government agencies and any third party on a need-to-know basis and for banking service management, and other purposes established under the Prakas on Credit Reporting.
 - e) to any person, competent authorities whether local or foreign, is required by any local or foreign law and/or under an agreement the Bank may have with such bodies.
32. **Supplementary Cards:** The Bank may issue a supplementary card to any person nominated by the Principle Cardholder as Supplementary Cardholder and approved by the Bank provided that the use of a Supplementary Card by the Supplementary Cardholder is subject to the same terms and conditions herein. Upon termination of use of the Card under any circumstance or at the request of the Principle Cardholder, the use of all Supplementary Card shall also be terminated. The Termination of the use of a Supplementary Card will not terminate the use of the other card provided that full payment is made on the new balance of the Supplementary Card's card account and the Principle Cardholder must on or before the due date specified, pay not less than the specified minimum payment of the card account.
- Notwithstanding that the Supplementary Card may bear a different Card account number and that a separate Statement may be issued to the Supplementary Cardholder, the Principle Cardholder shall be jointly and severally liable to the Bank for the use of the Principle Card and the Supplementary Card, issued pursuant to this application or at any time thereafter at the Principle Cardholder and/or the Supplementary Cardholder's request. Notwithstanding anything contained herein to the contrary, the Supplementary Cardholder shall not be liable to the Bank jointly and/or severally, for the debts or amounts incurred by the Principle Cardholder and/or other Supplementary Cardholder(s) from the use of the Principle Card and the Supplementary Card(s)
33. **Revision of Terms and Conditions:** Upon written notice 30 (thirty) days in advance or by any other means to the Cardholder, the Bank may, at any time and for whatever reason it may deem proper, amend, revise or modify these Terms and Conditions, including the Cardholder's Limit, and such amendments shall bind the Cardholder unless he/she objects thereto by manifesting his intention to terminate the Agreement subject to the conditions set forth in Clause No. 15.
34. **The Bank's Liability for Damages:** Wing Bank shall not be liable for any liability arising under or in connection with this Agreement to the Cardholder.
35. **Waiver of Breach of Agreement:** No waiver by the Bank of the breach or violation of any of these Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other terms or conditions. Failure by the Bank to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of the said right, nor shall it be construed to excuse or absolve the Cardholder from complying with or fulfilling Cardholder's obligations under this Agreement.
36. **Governing Law and Dispute Resolution:** These terms and conditions are governed and construed in accordance with the laws of the Kingdom of Cambodia.

Any dispute arising out of or in connection with these terms and conditions shall be settled amicably. If not reaching the resolution, the parties shall have the right to bring the dispute to the competent court of Cambodia.

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.

37. **Secure Card:** Wing Bank may arrange with the Cardholder to have one or more secured methods to ensure the payment of all the Cardholder’s obligations under the Contract. This can be secure by put CASA Account/Term Deposit/Fixed Deposit as the collateral. The Bank will freeze your account to issue the credit limit to Cardholder. If a Card with Security is issued by the Bank, the form of Security held by the Bank will be agreed in writing and any associated documents will be an integral part of the Agreement.

38. **Anti-Money Laundering, Terrorist Financing and Sanctions Controls:**

You agree that the Bank may delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:

- The transaction may breach any laws or regulations in the Kingdom of Cambodia or any other country;
- The transaction involves any entity (person, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- The transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Cambodia or any other country.

You must provide all information to the Bank which the Bank reasonably requires in order to manage its money laundering, terrorism-financing or economic and trade sanctions risks or to comply with any Laws or regulations in the Kingdom of Cambodia or any other country. Comply with any applicable direction, request or requirement (whether or not having the force of Law) of any competent government or other authority. You agree that the Bank may disclose any information concerning the Cardholder to:

- any law enforcement, regulatory agency or court where required by any such Law or regulation in the Kingdom of Cambodia or elsewhere; and
- any correspondent the Bank uses to make the payment for the purpose of compliance with any such Law or regulation.
- where the Bank or any of its related companies is required to do so pursuant to any direction, request or requirement (whether or not having the force of Law) of any competent government or other authority in any country; and
- to the Bank or any of its related companies, or to a service provider of the Bank or its related companies to perform administrative and operational tasks (including risk management, debt recovery, exposure aggregation, data processing, systems development and test, credit scoring, staff training and market or Cardholder satisfaction research).

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you and your authorized representative(s) are acting on your behalf in entering into this agreement.

You declare, agree and undertake to the Bank that the processing of any transaction by the Bank in accordance with your instructions will not breach any Laws or regulations in the Kingdom of Cambodia or any other jurisdiction.

39. **Collection of Information:** Cardholder agrees to provide WING Bank with all information and documentation as the Bank may reasonably request from time to time, including as may be required under the Law or any foreign law/regulation and/or by agreements with government agencies or revenue authorities (whether local or foreign) to make inquiries about Cardholder tax status. Cardholder acknowledges that all information provided to the Bank shall be accurate, complete, up to date and not misleading.

40. **Confidentiality and Safety**

40.1 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.

40.2 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.

40.2.1 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.

40.3 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 count or of authorized state bodies have been received

40.4 You must undertake:

- a. 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.

40.5 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:

- a. 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.

40.6 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. At that 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.

40.7 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 Money App about introduction of such safety measures and actions of Cardholders in connection with introduction of such measure (if applicable).

41. **Liability:** The Bank does not warrant and not be liable that Wing Bank App will always be accessible, uninterrupted, timely, and secure, error free or free from any computer virus invasion. Notwithstanding the Bank's effort to ensure that the Bank's system is secure, you acknowledge that all electronic data transfers, storage and records may be intercepted by others. The Bank does not warrant and not be liable that your provided information and documents to the Bank will not be monitored and read by others.

42. **Utilization of Credit Card for Privilege Benefits:** You may utilize your Credit Card to enjoy benefits and privileges and/or for the payment of goods and/or services for your personal consumption at any of the participating outlets upon the following conditions:

- a) You have to inform the participating outlet of your intention to use your credit card to enjoy the benefits privileges and/or for the payment of goods and/or services in advance. And in any event, not later than the time of the purchase or the placing of the order for the same whichever is the earlier; and
- b) You have to present your Credit Card personally to enjoy benefit and privileges and/or for the payment of such goods and/or services; and

- c) You must sign the payment vouchers, invoice or such other documents as may be requested or required by the participating outlet in respect of the benefits and privileges and/or goods and/or services so purchased or ordered by you; and
- d) Your Credit Card must be valid and bearing your signature; and
- e) There being no mutilation, destruction, damage or reported loss or theft in respect of your Credit Card; and
- f) In the event of any reservation made by you at any participating outlet, by quoting your card account number and your name at the time of making such reservation.

43. **Taxes:** The Bank may be required to withhold on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by local or foreign law or under an agreement with such authorities. If at any time any local or foreign government agency or revenue authority requires the Bank to make a deduction or withholding on any payment due to you, you agree to immediately reimburse the Bank for the amount of any such deduction or withholding, including authorizing the Bank to deduct such amounts from your account. You will indemnify the Bank against any loss the Bank suffers or cost the Bank incurs as a result of such deduction or withholding.