

# J TRUST ROYAL BANK CREDIT CARDS

TERMS AND CONDITIONS | AUG 2019

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# Terms and Conditions for J Trust Royal Credit Cards

For the Issuance and Use of the J Trust Royal Credit Cards Provided Under Agreement By J Trust Royal Bank Ltd. (J Trust Royal)

Effective August 2019

## GENERAL ACKNOWLEDGMENT

The content of the following Terms and Conditions, together with the Application and Agreement constitutes the credit card contract between the Card Issuer and the Cardholder (the **Contract**). In entering into the Contract, evidenced by the signing of the Application and Agreement, the Card Issuer and Cardholder bind themselves to comply with the Terms and Conditions governing the issuance and use of the Card. The Card Issuer agrees with the Cardholder to perform Transactions within the Credit Limit as agreed between the parties in accordance with the terms and conditions of the Contract. The Cardholder is responsible for considering and reading carefully these Terms and Conditions before using the Card.

### 1. Explanation of Terms

- (1) **Additional Card:** the Additional credit card issued under the same Account of the Primary Cardholder for the Additional Cardholder to use as nominated by the Primary Cardholder.
- (2) **Additional Cardholder:** authorised person/s nominated by the Primary Cardholder to use Additional Card/s issued by the Card Issuer. The Additional Cardholder is jointly and severally liable for settling all Transactions, interest, fees and associated expenses under the account.
- (3) **Applicant:** a person who wishes to become a new Cardholder.
- (4) **Application and Agreement** (hereafter referred to as **Application**): the form in the required format completed and submitted to enable the Card Issuer to determine whether to approve an Applicant as a Cardholder, and which forms part of the Contract.
- (5) **Amount Due:** 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.

- (6) Automatic Teller Machine (ATM): the machine from which the Cardholder can withdraw cash.
- (7) Balance Transfers: where the funds are credited to another credit card account held by you which is not a J Trust Royal account.
- (8) Business Day: means a day except a Saturday, Sunday or public holidays in Cambodia.
- (9) Cardholder: including Primary Cardholder and/or Additional Cardholder/s. Within these Terms and Conditions, Cardholder may be Primary Cardholder or Additional Cardholder or both.
- (10) Card Issuer: J Trust Royal Bank Ltd. and its successors and assigns.
- (11) Card Outstanding Balance (hereafter referred to as Outstanding Balance): total balance owing on the Account comprising of all Transaction amounts, fees and interest connected to the usage of the Card.
- (12) Cash Transaction: use by the Cardholder of the Card to withdraw Cash from an ATM, bank or other financial institution.
- (13) Company Guarantee: A guarantee of the Cardholder's Obligations under the terms and conditions of the Contract by a company entering into a three-party agreement.
- (14) Credit Card (hereafter referred to as Card): the J Trust Royal Credit Card issued to the Cardholder by the Card Issuer.
- (15) Credit Card Account (hereafter referred to as Account): the Account opened in accordance with the Contract by the Card Issuer to manage the Transactions made with the Card. Additional Cardholder/s are under the same Account as the Primary Cardholder.
- (16) Credit Card Contract (hereafter referred to as Contract): the Contract constituted by these Terms and Conditions and the signed Application.
- (17) Credit Limit (hereafter referred to as Limit): maximum credit level available on the Card as approved by the Card Issuer.
- (18) Deposit Account Security: A 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 Contract.
- (19) Due Date: the date by which the Cardholder must pay the Amount Due or the Minimum Amount.
- (20) J Trust Royal: J Trust Royal Bank Ltd. and its successors and assigns.

- (21) Merchant (hereafter referred to as Merchant): any organisation or individual granted authority to accept the Card as a means of payment for goods and/or services.
- (22) Minimum Amount Due (hereafter referred to as 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.
- (23) Over Limit Amount: any Outstanding Balance over the Limit.
- (24) Primary Cardholder: 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.
- (25) Sales Transaction: use by the Cardholder of the Card to pay for goods and/or services.
- (26) Security: 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 Contract.
- (27) Statement of Account (hereafter referred to as Statement): 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.
- (28) Transaction: including Sales Transaction and Cash Transaction.
- (29) Terminate: to suspend, terminate or cancel the Card use including all the Card privileges and features.
- (30) "You" means, unless the context requires otherwise, Cardholder/s and each Authorized User ("Your" has a corresponding meaning).

## **CARD ISSUANCE**

### **2. Payment Obligations of the Cardholder**

The Cardholder, being both the Primary Cardholder and any and all Additional Cardholders, are jointly and severally liable and responsible for the payment of all the Transactions and all interest, fees and expenses under the Account 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 Card Issuer is made without requesting signed invoices or other supporting documents.

The payment obligation of the Cardholder will continue to be effective in the case of a renewal or replacement of the Card by the Card Issuer and also in the case of Termination for any reason.

Without prior notice to the Cardholder, the Card Issuer reserves and has the full right to:

- Agree or reject the issuance of the Card to the Cardholder even if the Cardholder satisfies the requirements for issuance stipulated by the Card Issuer;
- Reject or approve Transactions even if the Transaction is within the Limit available;
- 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; and
- Modify, adjust, limit or cancel services, features relating to Card and Account of the Cardholder.

The Card Issuer should not be held liable for any costs or damages claimed by the Cardholder if the Card Issuer does not approve any Transaction from the Account of the Cardholder and/or if the Merchant does not accept the Card even if the Transaction is within the Limit available.

The Card Issuer can limit the daily quantity and/or the daily amount of the Transaction.

If the Card Issuer discovers any unusual or suspicious activities on the Account, the Card Issuer can request the Cardholder to contact the Card Issuer and/or temporarily suspend some or all the right to use the Card until the Card Issuer verifies the activities.

The Card Issuer can approve Transactions, at Card Issuer's sole discretion, the total value of which may exceed the Limit. Any and all the risks associated therewith shall be borne by the Cardholder.

## **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/s 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 service 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 organisations. 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**

The Card Issuer shall provide the Cardholder a monthly Statement at the billing address nominated by Cardholder.

The Statement is presumed to be correct unless the Cardholder notifies the Card Issuer 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 Card Issuer within fifteen (15) days of the Statement date. If the Card Issuer 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.

The Card Issuer shall not provide the Cardholder a monthly Statement at the billing address nominated by Cardholder as stating below:

- At the end of the statement period, the credit card account balance is less than \$10 (or any other limit prescribed by law) and no amounts have been entered on the credit card account since the previous statement period (other than debits for government charges or duties on receipts or withdrawals);
- The Cardholder has been in default during the statement period and for the last two (2) statement periods and Card Issuer has determined not to provide, and has not provided, further credit;
- The Cardholder has died or is insolvent and the Cardholder's personal representative or trustee in bankruptcy has not requested a statement of account; or
- Card Issuer is otherwise excused from sending the Cardholder a statement by law.

For the purposes of this Clause (7), an account with a positive (credit) balance at the close of the statement period will be deemed to be an account with a balance of less than \$10.

Setting of the Statement date is at the Card Issuer'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 Card Issuer of the Cardholder'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 the Card Issuer 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 Card Issuer may, in its discretion and without prior notice to the Cardholder, terminate any Card issuance and use at anytime and for whatever reason. In these circumstances, the Cardholder agrees to surrender the Card and the same shall be confiscated by the Card Issuer or any of the Card Issuer's accredited

establishments. Upon such termination, the Outstanding Balance of Account, including fees and interest, shall become immediately due and payable without notice or demand by Card Issuer.

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 Card Issuer 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 Card Issuer 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 Card Issuer.

The Primary Cardholder may close the Account at any time by advising the Card Issuer 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 authorises the Card Issuer to perform activities that the Card Issuer considers appropriate upon the instructions of the Cardholder to the Card Issuer. The Cardholder's instructions may be notified or communicated by the Cardholder to the Card Issuer from time to time by mail, telephone, telex or facsimile. The Card Issuer, 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 Card Issuer acts on the instructions. The Card Issuer shall be entitled to treat the instructions of the Cardholder as fully authorised 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 the Card Issuer 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 Card Issuer may communicate with the Cardholder aside from those which have been disclosed in the Application.

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

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

## **11. Exemptions**

The Cardholder's obligations to the Card Issuer are absolute, and any dispute between the Cardholder and any organisation or individual shall not affect the existing obligations of Cardholder to the Card Issuer.

The Card Issuer 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 Card Issuer 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 Card Issuer is exempt from liability for any damage to the honour, 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 Contract is terminated.

## **12. Lost or Stolen Card**

In the event that the card is lost or stolen, the Cardholder must immediately notify the Card Issuer. The Cardholder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by Card Issuer.

A Card replacement fee, as determined by the Card Issuer, may be charged to the Cardholder's Account to cover the related cost of replacement of the Card/s.

### **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 Card Issuer if you believe you are entitled to reverse a transaction. If Card Issuer 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 Card Issuer immediately of a disputed transaction. Credit card scheme operating rules impose time limits after the expiry of which Card Issuer is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction, but some time limits are longer. If you do not notify Card Issuer in time, Card Issuer 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. Card Issuer is not responsible for any loss to you if you do not ask Card Issuer to reverse a transaction within an applicable time limit.

### **15. Termination by Cardholder**

Termination of the Contract upon request of the Cardholder shall be processed only upon written notification by the primary Cardholder of his/her intention to terminate the account and pay any Outstanding Balance on the account together with any other payment obligations. When the primary Cardholder has terminated the Contract, neither the Primary nor any Secondary Cardholders may make any further Transaction on the Account. Termination of the Contract shall take effect on or before the fifth (5th) Business Day after satisfying the conditions in this clause.

Any security provided by the Cardholder for the Account shall continue to be held for a minimum of thirty (30) days from the termination date.

### **16. Telephone Communications**

The Cardholder agrees that by calling or accepting calls from the Card Issuer or any third party authorised by the Card Issuer, the Card Issuer or authorised 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 Card Issuer or any third party, for any purpose, including being used as evidence in any proceedings, judicial or administrative.

### **17. Notifications by the Card Issuer**

Notifications sent by the Card Issuer to the Cardholder via mail, text messaging, telex, facsimile, e-mail 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 Card Issuer from any liability if the information contained in the electronic notification is, by any means, accessed by any person other than the Cardholder.

## **CREDITS LIMITS**

### **18. Over Limit**

The Cardholder shall keep track of his/her total obligations so as not to exceed the limit at any given time. The Cardholder is responsible for settling all the Transactions and all fees which causes the Outstanding Balance to exceed the Limit. The Card Issuer reserves the right, without prior notice, to decline any Transaction, suspend the Card privileges of the Cardholder and/or charge an over-limit fee as determined by the Card Issuer, if the limit has been exceeded. By authorising a transaction which results in the Outstanding Balance to exceed the Limit, the Card Issuer is not increasing the Cardholder's Limit. The Card Issuer may demand immediate payment of any amount in excess of the Limit or at the Card Issuer's sole direction, the Outstanding Balance. The use of the Card in excess of the Limit, without prior approval of the Card Issuer, shall be considered as a fraudulent act of the Cardholder.

### **19. Increase/Decrease in Credit Limit**

The Cardholder hereby unconditionally, and without limitation authorises the Card Issuer 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 Card Issuer will provide written notification of any such increase or decrease to Cardholder as soon as reasonably possible.

## **METHOD OF PAYMENT**

### **20. All Transactions, Fees and Charges Shall be Paid by the Cardholder to the Card Issuer on or before the Due Date on the Statement**

Payment can be made at any J Trust Royal Branch via cash, cheque or transfer from another J Trust Royal account.

Cheques must be drawn on a Cambodian financial institution. Card Issuer will not accept cheques drawn on a foreign financial institution.

An automatic debit arrangement may also be made if the Primary Cardholder has a deposit account with Card Issuer. 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 not sufficient 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.

### **21. 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 total Amount Due and Minimum Amount to the Card Issuer.

The Minimum Amount is computed as the sum of the following:

- Amount Due multiplied by a predetermined percentage as defined by the Card Issuer or a required minimum amount imposed by the Card Issuer, whichever is the higher;
- Any amount in excess of the Limit; 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.

### **22. 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;

- Balance Transfers that are shown on any statement;
- Cash Transactions as shown on any statement;
- Sales Transactions as shown on any statement;
- Balance Transfers that have occurred but are yet to appear 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 Card Issuer may defer making available the amount credited until funds are cleared. If the cheque or other non-cash deposit is subsequently dishonoured, the Card Issuer 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 dishonour fee.

### **23. Foreign Currency Transactions**

The Cardholder must pay any transactions denominated in a foreign currency in United States Dollars (USD). The Card Issuer 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.

### **24. 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 Card Issuer from time to time.

### **25. 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.

### **26. 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 Card

Issuer. Interest is calculated from the date of transaction until the date payment is effected.

- b) Cash Transactions: Interest is calculated from the date the Cash Transaction is debited to the Account until the date payment is effected.

Payments are applied to debits on the Account in the order as described in Clause 20.

The Card Issuer has the right to amend the interest rate from time to time at its discretion. The Cardholder will be notified 30 days in advance of any change of the interest rate.

## **27. Default**

The Cardholder shall be deemed in default under the Contract:

- a) if the Cardholder has not met any of the Cardholder's obligations under the Contract, in which case the total Outstanding Balance shall become immediately due and payable by the Cardholder.
- b) if in the Card Issuer's opinion acting under the Cardholder's Instruction or providing any Account or Service to the Cardholder would cause the Card Issuer to be in breach of any applicable Law, Sanction or requirement of any competent Authority.
- c) where you fail to provide the Card Issuer 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 Card Issuer, 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 Card Issuer reserves the right to Terminate all of the Cardholder's Account with the Card Issuer. If the Cardholder fails to pay the Outstanding Balance within 60 days of notification by the Card Issuer that the Cardholder is in default;

- a) Where the Cardholder has provided a Deposit Account as Security, the Cardholder authorises and provides the Card Issuer the right to deduct from the deposit/saving accounts of the Cardholder held with Card Issuer without any further confirmation or approval of the Cardholder to repay any and all Outstanding Balance.
- b) Where the Cardholder has provided a "Company Guarantee" as security;



The Cardholder authorises the Card Issuer to recover repayment of the Outstanding Balance from the Company which provided a guarantee for the Cardholder's account without any further confirmation or approval of the Cardholder.

Upon default, the Cardholder agrees that the Card Issuer can take one or more of the following actions, in the sole discretion of the Card Issuer:

- a) Terminate the right to use the Card and proceed with recovery of the entire Outstanding Balance;
- b) Apply late Payment and/or over-limit fees as determined by the Card Issuer;
- c) Perform one or more debt collection activities including legal action;
- d) Act on behalf of the Cardholder to sign any and all documents and perform any and all necessary actions to collect all outstanding debts of the Cardholder;
- e) Register the name of the Cardholder onto a default list (or any similar list) managed by the Card Issuer, any governmental organisation or any other organisation at the Card Issuer's discretion; and
- f) Have priority over any other creditor that may, by legal process, seek to recover any outstanding debts by the seizure of any money or any property held by the Card Issuer on behalf of the Cardholder.

## FEES

### 28. Fees

In addition to interest, the Cardholder must pay all fees and charges associated with the Card, including, but not limited to 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 institute
- 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) Over-limit-fee: charged on all balances exceeding the approved Limit
- e) Late payment fee: charged if the Cardholder fails to pay at least the Minimum Amount on or before the Due Date
- f) Statement copy fee: charged when the Cardholder requests a copy of an original Statement
- g) Incorrect chargeback request fee: charged at the sole

discretion of the Card Issuer when the Cardholder requests a chargeback that is assessed to be incorrect

- h) Card replacement fee: charged when a Cardholder requests a replacement Card prior to the expiry date
- i) Dishonour fee: charged to your account when any payment to your account is dishonoured due to lack of cleared funds
- j) Exception request fee: charged when the Cardholder requests an additional or special work request to be undertaken by the Card Issuer. This fee may vary depending on the type of request and may include a fee charged for sending a replacement card overseas.

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 Card Issuer's Fee Schedule. The Card Issuer reserves the right to amend the fee structure, or any of the fees. The Card Issuer will notify the Cardholder 30 days in advance of any changes to fees and charges as detailed in the Card Issuer's Fee Schedule.

## **OTHER PROVISIONS**

### **29 - Privacy Consent**

You consent to the Card Issuer disclosing your personal information to:

- a) any organization that is in an arrangement or alliance with the Card Issuer;
- b) any service provider the Card Issuer engages to carry out or assists its functions and activities;
- c) any security provider, assignee or transferee or any one who is considering becoming one; and
- d) any credit bureau or similar registry for the purpose of performing a credit check.; and
- e) to any person, including a government agency or revenue authority whether local or foreign, is required by any local or foreign law and/or under an agreement the Card Issuer may have with such bodies.

### **30. Additional card(s)**

The primary Cardholder may authorise the Card Issuer to issue Additional Card(s), for which the Card Issuer may charge an Additional Card fee. Additional Cardholders must be at least at the age of 18 years.

The number of Additional Cards may vary according to the Card Issuer's existing policy. Issuance of Additional Card(s) shall be at the sole discretion of the Card Issuer.

The use of the Additional Card(s) shall be conclusive proof of notice and consent of the Primary Cardholder.

The Primary Cardholder may request the revocation of the right to use any Additional cards linked to the Account by contacting the Card Issuer by phone or in writing. The Card Issuer will only revoke the right to use the Additional card, when the Primary Cardholder has returned the credit card to the Card Issuer or has taken all reasonable steps to return it to the Card Issuer.

### **31. Revision of Terms and Conditions**

Upon written notice 30 days in advance or by any other means to the Cardholder, the Card Issuer 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 Contract subject to the conditions set forth in Clause No. 15.

### **32. The Card Issuer's Liability for Damages**

The Card Issuer shall not be liable for any liability arising under or in connection with this Contract to the Cardholder.

### **33. Waiver of Breach of Contract**

No waiver by the Card Issuer 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 Card Issuer 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 Contract.

### **34. Severability**

Should any of these Terms and Conditions or any part or clause of this instrument be declared void or unenforceable by an

authorised authority, the same shall not invalidate the other Terms and Conditions, parts or clauses of this instrument, and this Contract shall be construed as if not containing those provisions and the rights and obligations of the Cardholder and the Card Issuer shall be construed and enforced accordingly.

### **35. Governing Law**

The Contract is governed by the laws applicable in the Kingdom of Cambodia and its regulations on the issuance, usage and payment of the Credit Cards.

### **36. Dispute**

In the case of any dispute that is not settled by amicable negotiation, it will be brought to the competent agency for settlement according to the laws of Kingdom of Cambodia.

### **37. Secured card**

The Card Issuer 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. If a card with Security is issued by the Card Issuer, the form of Security held by the Card Issuer will be agreed in writing and any associated documents will be an integral part of the Contract.

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

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

- a) The transaction may breach any laws or regulations in the Kingdom of Cambodia or any other country;
- b) 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
- c) 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 Card Issuer which the Card Issuer 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 Card Issuer may disclose any information

concerning the Cardholder to:

- a) any law enforcement, regulatory agency or court where required by any such Law or regulation in the Kingdom of Cambodia or elsewhere; and
- b) any correspondent the Card Issuer uses to make the payment for the purpose of compliance with any such Law or regulation.
- c) where the Card Issuer 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
- d) to the Card Issuer or any of its related companies, or to a service provider of the Card Issuer 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 authorised representative(s) are acting on your behalf in entering into this agreement.

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

### **39. Transfer of the Card Issuer's Rights**

The Card Issuer may, without telling you or obtaining your consent:

- a) assign any of its rights under this contract; and
- b) give information about this contract and your obligation under it to any assignee of the Card Issuer's rights under this contract, or anyone who is considering becoming an assignee.

The Cardholder shall from time to time, at the request of the Card Issuer, do any act or execute any document as the Card Issuer may direct to effect any assignment/transfer contemplated by this clause.

### **40. Collection of Information**

Cardholder agrees to provide the Card Issuer with all information and documentation as the Card Issuer 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 Card Issuer shall be accurate, complete, up to date and not misleading.

#### **41. Taxes**

The Card Issuer 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 Card Issuer to make a deduction or withholding on any payment due to you, you agree to immediately reimburse the Card Issuer for the amount of any such deduction or withholding, including authorising the Card Issuer to deduct such amounts from your account. You will indemnify the Card Issuer against any loss the Card Issuer suffers or cost the Card Issuer incurs as a result of such deduction or withholding.

## J Trust Royal Branches

### Phnom Penh

Kramuon Sar Branch (Head Office)  
20, Kramuon Sar & Street 67

Independence Monument Branch  
100, Preah Sihanouk Boulevard

Olympic Branch  
259-361 & 363, Preah  
Sihanouk Boulevard

Riverside Branch  
265, Sisowath Quay

Phsar Derm Thkov Branch  
616A-B, Street 271

Pet Lok Sang Branch  
1A-1B, Street 271

Teuk Thla Branch  
1E0 - 1E1, Street 110A

Stung Meanchey Branch  
23-25A, Street 217

Chom Chao Branch  
1B-2B & 3B, National Road #4

Toul Kork Branch  
95C, Street 289

### Or by phone on:

Local: 023 999 000

International: +855 (0) 23 999 000

Email: [ccc@jtrustroyal.com](mailto:ccc@jtrustroyal.com)

SWIFT: TCABKHPP

### Provinces

Takhmao Branch, Kandal Province  
1E0-E1 & E2, near  
Takhmao Roundabout

Siem Reap Phsar Kandal Branch  
566-568 & 570, Street Tep Vong

Sihanoukville Branch  
219, Vithey Ekreah

Battambang Branch  
2-4 & 6, Street 1

Kompong Cham Branch  
Preah Monivong &  
Neary Rath Kosamak Street

 J Trust Royal Bank