



SHINHAN BANK CAMBODIA

CONSUMER DEBIT CARD TERMS AND CONDITIONS

February, 2025

CONSUMER DEBIT CARD TERMS AND CONDITIONS

These Consumer Debit Card Terms and Conditions (hereinafter called “**Terms and Conditions**”) set out the terms on which Shinhan Bank (Cambodia) Plc. (hereinafter called “**SBC**”) provides Debit Card service to the Cardholder. Before using the Debit Card (hereinafter called “**Card**”), It is important that the Cardholder should carefully read and understand the below Terms and Conditions relating to Card.

These Terms and Conditions together with Shinhan Bank Card Application Form or similar document to issue Card “**Card Application Form**”, Shinhan’s General Terms and Conditions, Card Fees and Charges shall constitute an agreement on the opening and use of Card between Bank and Customer.

By signing of the Card Application Form, the Cardholder agrees to be bound and comply with these Terms and Conditions.

You are required to check on the “**Plastic Card Issuing Agreement**”, the Cardholder agrees to be bound and comply with these Terms and Conditions.

1. Definitions

In this Terms and Conditions, definition shall be construed as follow:

- “**SBC**” mean is Shinhan Bank (Cambodia) Plc.
- “**Card**” means the Debit Card issued and/or managed by SBC for individual customer.
- “**Cardholder**” means the individual customer who owns Debit Classic and Gold Card including Primary Cardholder and Supplementary Cardholder, which is linked directly to your Saving/Current Account.
- “**Account**” means the SBC’s Debit Card Account opened in the name of the Cardholder, jointly or personally with other, which is a Saving/Current Account which will unable, subject to sufficient available funds, the Cardholder to effect Card transaction or ATM transaction.
- “**Agreement**” mean the agreement as may be varied from time to time that issued by Bank.
- “**Application**” means the Bank’s prescribed Application Form for a Card to be issued upon these Terms and Conditions.
- “**ATM**” means an **A**utomated **T**eller **M**achine or Card Operation Machine that allow the Cardholder to withdraw cash from Card.
- “**Merchant**” is a goods or services provider who accepts payment by Card.
- “**POS**” mean a **P**oint **O**f **S**ale which is installed at merchant store to allow the Cardholder is able to make the payment of product/goods purchasing. The Cardholder can swipe, insert or only tap Card on POS terminal to make to transaction.
- “**E-commerce Transaction**” a transaction performed by the use of Card to effect electronic funds transfer for the purchase and sale of goods and services over an electronic network via the accepts Card.
- “**Card Transaction**” means a transaction effected by using Card.

- **“Statement”** is the monthly statement detailed Card transaction within a statement period, incurring fee and charges (if any), Payment Due Date, etc. and send to the Cardholder.
- **“Settlement Date”** is required choosing the date for monthly SMS Service and Annual Fee Card deduction.
- **“CVC”** means a **3-digit** number assigned to each Card. The CVC value is required to input along with the Card Number and Validity for E-commerce transaction.
- **“Card PIN”** mean the **Personal Identification Number** issued to a Card Number. This PIN is used in purpose for purchase on POS or Cash Withdrawal on ATM. The Cardholder can change the Card PIN at any time through the counter (during working hours), ATM machines and the SOL Cambodia App. This Card PIN also used for Card block/unblock by the SOL Cambodia App.
- **“Primary Cardholder”** is an individual who submitted the Card Application Form and approved to issue Card.
- **“Supplementary Cardholder”** is an individual designated and agreed by Primary Cardholder for issuing and using Supplementary Card.
- **“Current Balance”** mean the available balance in the Account after deducting the purchasing of goods and/or services incurred by the Cardholder during billing period.
- **“VISA”** mean Visa International brand Card Company.
- **“You”** and **“Yours”** refer to the Cardholder who has issued Card and using Card with SBC.
- **“We”, “Us”** and **“Our”** refer to Shinhan Bank (Cambodia) Plc.

2. Card Management

2.1 Primary Cardholder is responsible for all activities related to his/her own Card and Supplementary Card, and has fully legal responsibility to all transactions of all Primary and Supplementary Card regardless such transaction is made or authorized by the Cardholder or not. Supplementary Cardholder is only responsible to Supplement Card use and management.

2.2 The Cardholder must observe the following requirements to keep their Card secured:

- ❖ Do not let anyone else use Card, know about the Card information (Cardholder Name, Card Number, Card Validity and CVC Number);
- ❖ Protect your Card from being lost or stolen or contact SBC immediately if you believe your Card details have been lost or stolen, or someone has used or may use your Card without your permission. If the Cardholder does not comply with these terms, the Cardholder is liable for any financial loss resulting from those transactions;
- ❖ The Cardholder is not permitted to lend or transfer Card to the third party or use Card as a collateral object;
- ❖ The Card PIN must be keep confidential;
- ❖ Prevent all risks related to Card use and Card management, including disclosing or preventing the disclosure of Card PIN or CVC to any other person;
- ❖ Should not record or keep any notice about Card PIN or CVC or any related password on Card any place, or in any method, that may be exposed to or abused by any third parties.

2.3 To effects a purchase using Card at any Merchants, the Cardholder shall sign on a transaction receipt prepared by the Merchant. It shall be conclusive proof that a Card transaction and the amount recorded thereon was properly incurred when the Bank receives the transaction receipt or any written document bearing the Cardholder's signature.

2.4 Every loss from the Cardholder's failure to comply with the security regulation indicated in this article shall be borne by the Cardholder.

2.5 The Cardholder must not use expired Card or old Card after the replacement Card has been and shall destroy the expired/old Card by cutting it in half diagonally, including the chip on Card.

2.6 Card shall remain the property of the SBC at all times. Card shall be used exclusively by the Cardholder. The Cardholder shall not be transfer or otherwise part with control or possession of Card for any use or purpose unauthorized by the SBC.

2.7 SBC will record of any transactions processed by the use of Card shall be conclusively and binding for all purpose subject.

3. Card Use

3.1 The Cardholder can use Card to execute the following transactions:

- ❖ The Cardholder can use Card to purchase for goods and service. At POS Terminal by presenting Card or using a compatible electronic application to a Merchant and signing the sales slip using the signature identical to the one on Card. Through the channel of E-commerce transaction at website or payment gateway or mail order by providing Card details to a Merchant website which supports security platform such as 3D-Secure or to any other parties to whom payment is to be made, either directly or via a third party, in a manner acceptable to Bank;
- ❖ Cash Withdrawal within limit allowed by SBC at ATM of SBC or ATM of other bank that accepts VISA Card provided by SBC by correctly inputting Card PIN;
- ❖ Other transactions provided by SBC at SBC or ATM by using relevant Electronic Banking Channel.

3.2 The Cardholder must not use Card for payment of any unlawful purpose, including the purchase of goods or services prohibited by Law, gambling, and/or carrying out fraudulent or fake transactions.

3.3 When the Cardholder authorizes a transaction, the Cardholder agrees to pay the amount of that transaction. The Cardholder shall ensure the sufficiency of relevant Account's available balance for such transaction.

3.4 SBC is exempted any liability in following situations:

- ❖ If a merchant displaying a VISA symbol refuses to accept or honor a Card;
- ❖ For quality of goods or services purchased with a Card or any dispute related to goods or services between the Cardholder and Merchant;
- ❖ SBC fails or delays in executing transaction when the processing system, electric and telecommunication system are malfunctioned or there is mistake of service vendors or any other reason that is out SBC's control;

- ❖ This liability exemption for above situations is applied for all direct or E-commerce transactions.

3.5 If you permit another person to have access your Card, Card Account or Account Number and all transactions that made with Card, you are wholly responsible for the use of any Cards according to these Terms and Conditions.

3.6 The Cardholder may at any time demand blocking the use of Card by the SOL Cambodia App.

3.7 The Cardholder can check their statement Card via the SOL Cambodia App for free.

3.8 With transaction requested to verify Card PIN, transaction is authorized by SBC based on information input by the Cardholder. Inputted Card PIN must be the same as Card PIN that was granted by or registered at SBC. SBC shall be exempted responsibility on losses related to:

- ❖ If transaction is treated based on manipulated information after confirming that the input Card PIN is the same as the one granted by or registered at SBC;
- ❖ Transaction happen before SBC receives Card lost notification from the Cardholder.

4. Card Validity and Limitation

4.1 Card validity is printed on Card. If there is no validity date information on Card, Card shall expire upon five (05) years of the issuance month printed on Card. After the expiry date, Card shall be invalid and unable to use for any transaction.

4.2 The Renewal of Card is available within three (03) months prior to the Card's expiry and the Account which linked to Card is active. SBC shall independently assess Card renewal and system will automatically notification to the Cardholder comes to request for Card renewal at SBC before the existing Card expires.

4.3 Each Card will be linked to one Payment Account and can only switched to another account at an SBC branch counter. The Cardholder can choose the Payment Account when register Card at the first time. If the Payment Account is closed, Card will be invalid.

4.4 SBC shall public limit of one transaction or a day/a month with Purchase Transaction and Cash Withdrawal made by Card on www.shinhan.com.kh. These limits shall not be modified unless approved by SBC upon specific the Cardholder's request.

4.5 The Cardholder can choose the types of Card products which the SBC has set for a limitation that can be enough for the daily use.

5. Main Fees and Charges

5.1 SBC may debit to the Cardholder's relevant account for any Fees and Charges and expenses in relation to Card in accordance with **VISA Debit Card Fee Management** published on SBC's website www.shinhan.com.kh. These Fees and Charges are subject to change from time to time.

5.2 Card business Fees and Charges management has been described as below:

- ❖ **Issuance Fee:** SBC has no charge fee for issuance fee all Card Types;
- ❖ **Annual Fee:** Fee charged for annual fee Card that based on all Card Types;
- ❖ **SMS Fee:** Fee shall be charged when the Cardholder registers this service for Primary Card or Supplementary Card;

- ❖ **Card Replacement Fee:** Fee shall be charged if a new Card is reissued due to previous Card loss or damage or as the request of the Cardholder;
- ❖ **Cash Withdrawal Fee:** Fee shall be charged when the Cardholder make cash withdrawal at other bank ATM, there a fee charge which will be applied for the transaction and it shall be directly debited from the Account;
- ❖ **POS and E-commerce Purchase Fee:** Fee shall be charged if the Cardholder make the transaction with oversea transaction merchant;
- ❖ **Balance Inquiry Fee:** SBC does not charge fee for balance inquiry in the Domestic Bank and at the Oversea Bank;
- ❖ **Acquiring ATM Access Fee:** Fee shall be charged when the Cardholder make cash withdrawal at ATM that charge ATM access fee. Fee charge based on the Acquirer Bank;
- ❖ **Card Statement re-printing with Bank's Seal Fee:** Fee shall be charged when the Cardholder requests a copy the statement with Bank's seal.

5.3 Additional Fee: Some ATM of other banks may impose an additional fee when the Cardholder uses their Card to make transaction at those ATMs. Additional fees will not appear as a separate item on the Account Statement, but will be include in the total transaction amount shown.

6. Card PIN (Personal Identified Number)

6.1 After activated Card, the Cardholder can change Card PIN at the bank counter or using the SOL Cambodia App. This Card PIN shall be required when the Cardholder transacts on ATMs or POS Terminals.

6.2 The Cardholder must not disclose Card PIN and must take all care to prevent Card PIN becoming known.

6.3 The Cardholder should frequently change Card PIN for secure purpose at the SBC's ATM, SBC's Branches or the SOL Cambodia App.

7. Reporting Card Loss of Card

7.1 The Cardholder must immediately report to SBC the following case:

- ❖ Card is lost or stolen;
- ❖ The Cardholder knows or suspects that Card information, Card PIN or CVC is disclosed or illegally used.

7.2 Report can be submitted by one of following methods:

- ❖ Contact to our Contact Center for support to the Cardholder during business hours (please refer to SBC's website www.shinhan.com.kh for the business hours), or the Cardholder may send email to sbc@shinhan.com;
- ❖ Visit nearest SBC's Branch in the business hour of the branch;
- ❖ Report Card Lost on the SOL Cambodia App.

7.3 SBC shall not bear any liability to any transaction that happens before SBC receives report from the Cardholder.

7.4 After report is received, SBC shall bear liability to any transaction that happens after reporting, except for the fraudulent us indicated below:

- ❖ If the Cardholder intentionally carry out fraudulent transaction by using Card
- ❖ If the Cardholder refuse to cooperate with no good reason when SBC reasonably request during investigation of losses by frauds.

8. Suspension/Termination of Card

8.1 SBC reserve the right suspend or terminate a Card or refuse authorization of further transaction on any Account at any time without prior notice if:

- ❖ SBC at its sole discretion, believes that use of Card may cause loss to the Cardholder or to SBC;
- ❖ If the information filled in the Application Form is detected as not true;
- ❖ The Cardholder violates the Application Form, or these Terms and Conditions or General Terms and Conditions of SBC;
- ❖ Any circumstances leading to abnormal transaction or transaction with fraud Cards;
- ❖ In the reasonable view of SBC, the Cardholder has interfered, misused or let other person use password or electronic chip on Card;
- ❖ Comply with decision/request of authorized state organization or legal regulation.

8.2 If the Cardholder close his payment account at SBC, all issued Cards in relation to that accounts will also be cancelled.

8.3 The Cardholder may terminate Card usage by giving the SBC written notice of termination and returning Card for discard/destroy.

8.4 Primary Cardholder may request SBC to terminate any Card at any time by submitting written request to SBC. The Cardholder is responsible for the use and payment of Card and arising fees until Card is terminated by SBC.

8.5 Upon Card termination, the Cardholder is still responsible for any transactions debited to the account such as any recurring transactions requested or other standing authority or any other authorized links to the account.

8.6 The Cardholder has the liability of making payment to SBC for any unpaid amount relating to Card in case of Card termination.

8.7 There will be no refund of any annual or other fees payable upon the termination of Card for any reason.

9. Supplementary Card(s)

9.1 The Primary Cardholder may request SBC to issue an additional Card(s) to a Supplementary Cardholder(s), requirements of which shall be determined by SBC. Issuance of additional Card(s) to Supplementary Cardholder(s) shall be at the sole discretion of SBC.

9.2 SBC shall only revoke the right to use the Supplementary Card by the Supplementary Cardholder upon request of the Primary Cardholder or the corresponding Supplementary Cardholder or as decided by SBC.

9.3 The use of the Supplementary Card by the Supplementary Cardholder shall be conclusive evidence of acknowledgement and consent of the Primary Cardholder on the issuance and use

of Supplementary Card. Supplementary Cardholder commit to comply with provisions on using Card in Debit Card contract.

10. SMS Service for Card

10.1 The Cardholder may choose to use Short Message Services (SMS) through mobile phone for Card provided by SBC. By registering this Service, The Cardholder agrees and confirms to allow SBC to provide the Cardholder the following Card's information through sending messages to the mobile phone number designated by the Cardholder:

- ❖ Approvals/Denial details of Card's transaction authorization;
- ❖ The payment due amount, payment due date, late payment amount and other if arise;
- ❖ Other information including but not limited to advertising information and necessary notification from SBC.

10.2 The Cardholder is responsible for providing SBC with accurate personal information as requested by SBC and shall inform SBC any changes in the Cardholder's mobile phone number for optimal providing of the service. All consequences that may arise due to a delay in, or failure to give, such a notice shall be responsibility of the Cardholder.

10.3 SBC is not responsible if the Cardholder cannot receive the message due to:

- ❖ The Cardholder's mobile phone it not turned on or not in mobile service providing locations or the problem of the Cardholder's mobile phone software.

11. Cardholder's Claim

11.1 For claim on payment or transaction of Card, the Cardholder must confirm the notification by visit SBC's branch and submit the accident investigate form within thirty (30) Days from the date of transaction. When over that period, if SBC does not receive any claim written from the Cardholder, the Cardholder is deemed to void the claim and agree with Card payments or transactions that are recorded.

11.2 From the date receiving the accident investigate form, SBC shall take an investigation and define loss (if any) in accordance with international payment service (VISA) regulations and response the claims within forty-five (45) to one hundred (100) working days. In case, the period of investigation expires but the reason or fault still cannot be determined, SBC and the Cardholder will discuss about further actions.

11.3 Subject to result of investigation, SBC will reimburse the loss amount if not caused by the Cardholder's fault with fourteen (14) days after the final result of dispute transaction release. If the accident investigation finds the Cardholder to be responsible, SBC reserves the right to invoice delayed payment, interest and various fees incurred during the accident investigation period to the Cardholder.

11.4 You are eligible to a refund for any reason for goods or services purchased and cash withdrawal from ATM with your Card. You agree to accept credit to account linked to such refunds.

11.5 Any disputes between the Cardholder and SBC shall be settled in accordance with the Bank's General Terms and Conditions.

12. Authorization Holding of Card

You cannot stop payment on any purchase/payment transaction initiated by your Card once transaction is authorized. When you use your Card to pay for goods or services, SBC will hold the transacted amount in your account to cover the settlement. Unless the transaction has not settled, you cannot use the holding fund for any other purposes. SBC will debit your account, where applicable, when there is a settlement request from the Acquiring Bank even if your Card is expired.

13. Oversea Transaction

13.1 Purchase Sale Draft and ATM Cash Withdrawal at oversea transaction will be converted into US dollar (If different currency) based on the exchange rate determined by the relevant Card.

13.2 For oversea transaction will be charged on currency conversion fee based on **VISA DEBIT CARD FEE MANAGEMENT**.

14. Information Update

14.1 The Cardholder shall notify SBC immediately of any changes to the Cardholder's information as well as any method which they want to use for communication between the Cardholder and SBC. Foreign Cardholder shall update SBC with his/her latest valid resident card/Visa or other residence proof within at least one (01) month prior to the expiry date if the current resident card/Visa. The Cardholder shall bear the responsibility for losses due to the delaying of notification or careless notice documents to SBC and the according legal effects caused by such delays of the Cardholder's notification.

14.2 The Cardholder can contact to SBC to inquire or instruct card information change by:

- ❖ Contact to our Contact Center for support to the Cardholder during business hours (please refer to SBC's website www.shinhan.com.kh for the business hours);
- ❖ Requesting to our Tellers at SBC's Branch with written Form.

15. Provision and Credit Information

15.1 Credit information includes personal identity information, credit transaction information, overdue payment obligation information, credit capability information, credit capability information, and other information comprehensively which can be used to assess the Cardholder's credit situation.

15.2 The Cardholder agrees and acknowledges that SBC is authorized to disclose any information regarding the Cardholder to any or all of the following persons:

- ❖ SBC's Head Office, Branches, Associated or Affiliated Entities (Shinhan Financial Group Members), Employee or Agent of SBC;
- ❖ Any Auditors or Professional Advisor or SBC or any Shinhan Financial Group Members under a duty or confidentiality to SBC/any Shinhan Financial Group Members;

- ❖ Any authority or other person with lawful or regulatory authority as SBC shall in its absolute discretion deem necessary or desirable from time to time;
- ❖ Any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- ❖ Any local or foreign authority with whom SBC or any Shinhan Financial Group Members has an agreement which requires customer or account information to be disclosed, whether the disclosure is made directly by SBC or through another Shinhan Financial Group Members.

15.3 The Cardholder also agrees and confirms that any Shinhan Financial Group Members may transfer any of the above information to any party referred to above to whom it is authorized to disclose the same notwithstanding that such party's principle place of business is outside of the Cardholder's country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Cardholder's country of domicile.

16. Anti-Money Laundering

16.1 The Cardholder agrees to exercise their rights and perform their obligations under the Debit Card Contract and/or this Terms and Condition in accordance with all applicable Anti-Money Laundering. The Cardholder must forthwith provide to SBC all information and documents that are within their possession, custody or control reasonably required by SBC in order for SBC to comply with Anti-Money Laundering laws or regulations.

16.2 The Cardholder agrees that SBC may disclose any information concerning the Cardholder to any law enforcement entity, regulatory agency or court where required by any applicable laws.

16.3 Notwithstanding any other provision contained in the Debit Card Contract to the contrary, SBC is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any Anti-Money Laundering.

17. Confidentially

SBC and the Cardholder undertake to disclose the information in connection with the conclusion and performance of the agreement to any third parties, except if this is necessary under the circumstances related to processing Card and transactions or in cases as provided by law.

18. Indemnity

The Cardholder unconditionally agree to indemnify and compensate the Bank against all claims, demands, actions, liabilities, costs, losses or expenses of whatever nature which the Bank may incur as a result of card operations and any breach by the Cardholder. This includes any failure by the Cardholder to ensure that steps are taken to prevent unauthorized use of Card.

19. Other Condition

The Cardholder agrees that SBC may at any time revise this Terms and Conditions, related Fees and Charges, General Terms and Conditions, other Terms and Conditions of related services for Card. SBC shall serve a notice to the Cardholder in a proper manner decided by SBC. Such revised Terms and Conditions shall take effect from the date as specified in such notice but shall not earlier than seven (07) days from the date of such notice. If the Cardholder disagrees with any revised Terms and Conditions, the Cardholder may terminate Card in accordance within seven (07) days from the date of notice. In case the Cardholder dose not terminate Card in this period, the Cardholder acknowledge and agrees that they shall be deemed to accept such revisions.

20. Card Acceptant

The Cardholder must sign on the signature panel on the back side Card when you receiving it from Teller, and accepted Terms and Conditions in this agreement.

21. Governing Law

SBC declare this Terms and Conditions are governed by the laws of Cambodia. All un resolved dispute will be referred to the courts of Cambodia. It shall be referred to and resolved by arbitration in the Kingdom of Cambodia regarding to the dispute's questions performance validity, and termination.

SBC shall use either Khmer or English language for arbitration

- END -