

Terms and Conditions of AEON CARD MOBILE Application

Introduction

This is terms and conditions of AEON CARD MOBILE Application, please consider carefully before you access to and use it. When you are accessing to and using this App by ticking “Agree”, mean you accepted and implement terms and conditions of AEON CARD MOBILE. If you do not understand or not clear about this terms and conditions, please do not hesitate to contact to AEON Specialized Bank (Cambodia) Plc. to clarify the matter for you [023 988 555](tel:023988555).

This terms and conditions is an agreement between you and ASB and this applies to your use of the AEON CARD MOBILE and any related products and services available through Merchant or Partner of ASB. If you do not agree to follow the condition herein, please do not use or access to these products and services.

You must read, agree and accept all of terms and conditions contained herein and the privacy, before you may become a user of AEON CARD MOBILE. ASB strongly recommend that, as you read this terms and conditions, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as an AEON CARD MOBILE user.

ASB reserves the right to amend this terms and conditions at any time by posting the amended terms and conditions on ASB’s website without notice. You agreed to review any applicable terms and conditions regularly and that your use of any part of this App shall be subject to any such changes once they are made.

1. Definition

- **ASB:** AEON Specialized Bank (Cambodia) Plc.
- **AEON CARD:** credit card product that issued by ASB.
- **AEON Cardholder** means the person who own the AEON CARD.
- **Account:** account of both AEON CARD MOBILE Application and AEON CARD under ASB.
- **Application or App:** AEON CARD MOBILE smartphone application.
- **Working Day:** Monday to Friday, 09:00AM to 06:00PM and besides of weekend and public holiday.
- **Customer Services:** service team that shall handle and process your enquiries relating to usage of AEON CARD MOBILE service.
- **Fee:** any fees that may charge by ASB and which are stated in AEON CARD MOBILE App.
- **Information:** any account information that you provide to ASB, including personal information, financial information or other information related to you or your business but not limited to payment process, stores or other features of ASB service. You are solely responsible for your information, as ASB act as a passive conduit for your online distribution and publication of your information.
- **Merchant:** Person who is selling goods and/or services and using the AEON CARD MOBILE services to receive payments.
- **Product:** any merchandise, goods or service that a buyer may purchase using a AEON CARD MOBILE service.
- **PIN:** a 4 digits secret number you use to access and conduct operation to AEON CARD MOBILE App in Your smartphone.
- **Password:** the combination of character, number and symbol used to prove the right to access information and Account.
- **Billing Statement:** the monthly report that ASB issue to AEON Cardholder [r1s1]showing their recent transactions, monthly minimum and full payment. Billing statements are issued monthly at the end of each billing cycle.
- **QR Code:** a quick respond code that contain merchant information and merchant ID and readable by smartphone to do payment at merchant, cash out at agent.
- **Transaction:** any crediting or debiting action made from a AEON CARD MOBILE user.
- **You:** Account holder or the person who register account in AEON CARD MOBILE App.

2. What is AEON CARD MOBILE?

AEON CARD MOBILE is the application for smartphone or feature phone that allow to download and let AEON Cardholder used to manage his or her AEON CARD or making payment under AEON CARD brand instead of the physical plastic card.

3. Eligibility

- At least 18 years old;
- Have a compatible phone that is operated by iOS or Android or others equivalent device;
- Valid principal AEON Cardholder.

4. Service Availability and Restriction

In order to use the service, you must register for an account. You may only hold one account. The service is only available to individuals or businesses that can form legally binding contracts under applicable laws. Without limiting the foregoing, service is not available to persons who are suspended from ASB services or to persons who present an unacceptable level of credit risk.

You are authorized to use functions in AEON CARD MOBILE as below:

- Register Account;
- Link AEON CARD;
- Credit Limit Inquiry;
- Check Transaction History;
- Activate AEON CARD;
- Hold /Unhold AEON Card;
- View Billing Statement;
- Reward Point Inquiry;
- Make Payment to Purchase Goods and Services;
- Request to Change Billing Address.

You must not use the App for any of the following purposes:

- a) Anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity;
- b) Anything which is defamatory, harassing or threatening or which otherwise infringes or violates the rights of others. This includes any information that you may add or upload to the App;
- c) Interfering in any way with any other user of the App; and/or
- d) Knowingly introducing viruses or other malicious or harmful material or using it in connection with unsolicited communications.

You must not use the App in a way that may damage or impair the App, the Service or ASB underlying systems and security.

As the App facilitates security is most importance. You must keep your device secure and properly close the App after each use. You must ensure that any security details, and account information and all other information that you provide to ASB via the App or any other channels is complete, accurate and up to date.

5. The Legal Relationship between you and ASB

- a. **Identity Authentication:** ASB use many techniques to identify its own customers when he or she register on AEON CARD MOBILE App. Please understand that verification of you is only an indication of increased likelihood that a yours identity is correct. You authorize AEON CARD MOBILE, directly or through third parties to make any inquiries ASB consider necessary to validate your registration.

However, because the verification process is difficult, ASB cannot and does not guarantee any yours identity.

- b. Limitation of Liability:** In no event shall ASB, ASB parent, subsidiaries, employees or ASB suppliers be liable for lost profits or any special, incidental or consequential damages.
- c. Indemnification:** You agree to indemnify and hold ASB, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made by you or incurred by any third party due to or arising out of your breach of this Terms and Conditions or the documents it incorporates by reference, or your violation of any laws or the rights of a third party relating to your use of the service or products.
- d. Liability for Violations:** If you engage in the following behavior, ASB may fine you, as explained below:
 - Using the AEON CARD MOBILE to make payments for any sexually oriented or obscene materials or services in violation of applicable laws in Cambodia.
 - Using the AEON CARD MOBILE to make payments for any narcotics, other controlled substances, steroids or prescription drugs in violation of applicable laws in Cambodia.
 - Using the AEON CARD MOBILE to make payments for wagers, gambling, regardless of the location or type of gambling activity.

You and ASB agree that the damages that ASB shall sustain as a result of the behavior outlined above shall be substantial, including (without limitation) fines and other related expenses from its payment processors and service providers. In the event that you engage in such activities, then ASB may fine you as cash with any amount.

If you use the AEON CARD MOBILE in a manner that violates the terms and conditions including but not limited to the three categories described above, your account shall be subject to limitation or immediate block.

Without limiting the foregoing, you agree to reimburse ASB for any or all costs, expenses, and fines levied on ASB by its payment processors and/or service providers as a result of your activities. You agree that, if either you or ASB commences litigation or arbitration in connection with this paragraph, the prevailing party is entitled to recover reasonable attorneys' fees and any other costs incurred in such proceeding in addition to any other relief to which the prevailing party may be entitled.

6. Payment Disputes

- a) Any complaint which is not relating to payment services or not specific transaction (for example about the quality of any goods or service received from a merchant), should be resolved directly with the relevant third party (merchant).
- b) ASB take complaints very seriously and value the opportunity you provide to assist with reviewing the way ASB do business and helping to meet customers' expectations. ASB primary aim is to resolve any complaints that you may have as quickly and effectively as it can and consequently have documented in the ASB Complaint Handling Policy.

7. Anti-Money Laundering/Combating the Financing of Terrorism (AML/CFT)

A set of rules, typically issued by the National Bank of Cambodia, that attempt to prevent and detect the use of financial services for money laundering or to finance terrorism. The global standard-setter for AML/CFT rules is in the Financial Action Task Force (FATF).

In any case ASB suspects of any transaction that is breached both of international and local law, you agreed that ASB may delay, block or refuse to process any transaction and report to relevant stakeholders. You agreed to promptly provide ASB with all information that ASB reasonably request in order to comply with all applicable laws and regulations relating to anti-money laundering.

8. Termination or Cancellation of AEON CARD MOBILE

Shall you decide to terminate your use of the AEON CARD MOBILE Service:

- You shall contact to customer services for closure request and follow the instructions for closure.
- You understand that deletion of the AEON CARD MOBILE App alone does not terminate the use of or close the AEON CARD MOBILE Service. If you delete the AEON CARD MOBILE App without providing the necessary instructions to ASB as mentioned above, your account shall continue to be active in ASB. Upon expiry of such period if the AEON CARD MOBILE Account remains non-operational, the AEON CARD MOBILE account may suspend as per the policy of the ASB.
- You shall not be entitled to any payment, compensation or damages from ASB in relation to the termination of your access to and use of the AEON CARD MOBILE App and/or the AEON CARD MOBILE Service.

9. Process Flow for Usage of AEON CARD MOBILE.

Usage Manual, is binding ASB and you. For more detail usage of AEON CARD MOBILE, please refer to AEON CARD MOBILE Usage Manual.

10. Interest and Fee charge

The AEON CARD MOBILE account is used under AEON Card account. Hence, ASB does not charge you interest or fee for AEON CARD MOBILE. However, if you using AEON Card for any specific purpose, any fee or charge shall be separately charged as mentioned in the Agreement between ASB and AEON Cardholder.

11. Governing Law

This Terms and Condition shall be governed by and construed in accordance with the laws of Cambodia.

12. Feedback and Concern

ASB are committed to safeguard your information collected and handled by ASB and look forward to your continued support for the same. In case of any feedback or concern regarding protection of your information, you can contact us by [\(+855\) 23 988 555](tel:+85523988555).
