

## SMARTLUYSUBSCRIBER TERMS & CONDITIONS

### 1. Scope of the Terms & Conditions

These terms and conditions shall govern and be applicable to all subscribers who use the SmartLuy Services or E-Wallet Services provided by Smart Axiata Co., Ltd., a payment service provider company incorporated under the laws and regulations of the Kingdom of Cambodia with its registered office at #464A, Monivong Blvd., Sangkat Tonlebasac, Khan Chamkarmorn, Phnom Penh, Cambodia as well as a third party processor authorized by Advanced Bank of Asia Ltd. ("ABA Bank") which is then hereinafter referred to as ("Smart or Payment Service Provider").

Smart may at its sole discretion deny any registration of any subscriber who has used and enjoyed or intended to use and enjoy the E-Wallet Services under this Terms & Conditions.

### 2. Definition

- 2.1 "AML" means anti-money laundering as defined by the National Bank of Cambodia ("NBC") and the Prakas on Anti-Money Laundering and Combating of Financing Terrorism.
- 2.2 "Available Balance" means the balance in the E-Wallet Account in the System which shall be in USD or equivalent to Khmer riels value, and can be used at any given time subject to the limits herein imposed.
- 2.3 "CFT" means combating of financial terrorism as defined by the NBC and the Prakas on Anti-Money Laundering and Combating of Financing Terrorism.
- 2.4 "CRM platform" means the customer relationship management of Smart.
- 2.5 "Daily Transaction Limits" means the maximum aggregated value of the E-Wallet that can be transacted in any one (01) calendar day or any other limit to be introduced from time to time.
- 2.6 "SmartLuy or E-Wallet Service(s) or Service(s)" means the mobile payment service provided by Smart in cooperation with ABA Bank pursuant to Prakas No. B9-010-151 PK dated 25 August, 2010 on Third Party Processors and other regulations, directions and guidelines issued the National Bank of Cambodia, which allows the Service Provider and Subscribers to execute and/or perform E-Wallet Transactions, subject to the Terms and Conditions set out herein.
- 2.7 "E-Wallet Account" means a non-interest bearing digital account created in the System which allows the E-Wallet Subscriber and/ or E-Wallet Merchant to execute E-Wallet Transactions.
- 2.8 "E-Wallet Transaction(s) or Transaction(s)" means the domestic transactions in USD and/or Khmer riels.
- 2.9 "E-Wallet Merchant" means a subscriber (individual or organization) of the Payment Service Provider registered with Smart and entitled to redistribute E-Wallet to E-Wallet Subscribers in the capacity of a merchant.
- 2.10 "E-Wallet Subscriber or Subscriber" means the subscriber who has registered with Smart for the E-Wallet Service.
- 2.11 "MSISDN" means the Mobile Subscribers Integrated Services Digital Network (mobile number).
- 2.12 "Force Majeure Event" shall include acts of God, requirements of any governmental or regulatory authority which shall render the operation of the E-Wallet Service illegal, war, national emergency, accident, fire, lightning, equipment failure, computer or software of the System malfunction, electrical power failure, faults, interruption or disruption of the network or the networks of other the Payment Service Providers or

- of any equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees).
- 2.13 Payment Service Procedures refers to any and all manuals, policies, guidelines, processes, or forms as may be collaboratively documented and approved by the Parties describing the agreed business practices for operating the payment and processor services as described in this Agreement, including but not limited to, the areas of AML and CFT.
  - 2.14 "Payment Service Provider" refers to Smart Axiata Co., Ltd. or its agents or assigns.
  - 2.15 "PIN" means the personal identification number used to perform the E-Wallet Transactions.
  - 2.16 "Risks-based KYC requirement" means the requirement for Knowing Your Customers under AML Prakas of NBC.
  - 2.17 "SIM Card" means the Payment Service Provider subscriber identity module issued to Subscribers by the Payment Service Provider to access the network of the Payment Service Provider which shall be the relevant mobile number of the E-Wallet Subscriber to be used for the E-Wallet Transactions.
  - 2.18 "System" means the payment system platform commissioned by Smart to facilitate the payment for goods, products, services and airtime and transfer of funds under the E-Wallet Service.
  - 2.19 "Terms and Conditions" means the terms and conditions hereof which may be varied by the Payment Service Provider as stated herein from time to time at their discretion.
  - 2.20 "USSD" means Unstructured Supplementary Service Data, one of the channel technology used to access the E-Wallet.

### **3. Commencement Date**

The Subscriber may carry out E-Wallet Transactions commencing from the date of the approval of the registration of the Subscriber for the Service and shall be in force unless or until terminated in accordance with this Terms & Conditions.

### **4. Minimum Requirements**

- 4.1 By subscribing to the E-Wallet Service, the Subscriber shall warrant that the Subscriber shall be a physical person of above 18 years old and the registered owner of the MSISDN number.
- 4.2 The Subscriber shall complete the Risks-based KYC requirement with the registration integrated into Smart's existing CRM platform. If the existing is not available in the CRM, the registration process will be invalid.
- 4.3 The registration can be made with three (3) different types (Classic and Gold) in accordance with the Subscriber's preference.

### **5. Use of the E-Wallet Service**

- 5.1 The E-Wallet Service is made available by Smart to the Subscriber at its sole and absolute discretion for the following purposes:
  - 5.1.1 Payment for any purchase of goods and/or services;
  - 5.1.2 Payment of bills and utilities;
  - 5.1.3 E-Wallet Top-ups and withdrawals;
  - 5.1.4 E-wallet transfer from one E-Wallet Account to another;
  - 5.1.5 Value added services e.g. Balance Check, PIN Change and Mini Statement;
  - 5.1.6 Any other additional E-Wallet Transactions or facilities available under the E-Wallet Service which shall be added and revised by Smart with approval from ABA Bank from time to time.

- 5.2 The Subscriber shall not receive/grant any form of credit, interest or profit on the E- Wallet Account, issue E-Wallet at a discount and/or provide any other facility that exceeds the monetary value of the Available Balance of the E-Wallet Account.
- 5.3 The Subscriber shall use and enjoy with the Service provided by Smart from time to time. Refer to Smart website for detail up to date service provided.
- 5.4 The monetary value of the airtime stored in the MSISDN cannot be transferred to the E-Wallet Account. The Subscriber is however allowed to purchase Mobile Top-Up using the Available Balance from their E-Wallet Account.
- 5.5 In the event of a discontinuation or termination of the MSISDN/ SIM Card of the Subscriber, the Subscriber shall be blocked from the System and the Subscriber may cash-out from any Smart Shops.
- 5.6 By performing E-Wallet Transactions, the Subscriber authorizes the Payment Service Provider to charge any taxes, levies or any other applicable charges as set out in this Terms & Conditions and notified by the Payment Service Provider from time to time.
- 5.7 Upon registration, the Subscriber shall enter the number of parameters as required for the registration depending on the User Types. The Subscriber shall be responsible for its security by keeping the PIN confidential at all times and shall take all steps to prevent the disclosure of the PIN.
- 5.8 Any confirmation sent by the MSISDN together with the PIN shall be deemed to have been issued by the Subscriber and the Subscriber shall be bound by such confirmation.
- 5.9 Access to any part of the E-Wallet Services through entering the PIN shall be binding on the Subscriber.
- 5.10 If a third party accesses the E-Wallet Services of the Subscriber using the PIN with or without the authorization of the Subscriber for all intent and purposes, such access shall be considered an authorized access and all E-Wallet Transactions conducted shall be valid.
- 5.11 All utility payments made by E-Wallet Subscribers will be settled within three (3) working days of such payment.
- 5.12 No E-Wallet Transaction shall be reversible. Decision to grant reversal of transaction shall be reserved by Smart.

## **6. Warranties and Responsibilities**

The Subscriber hereby undertakes and warrants the following:

- 6.1 The information provided for the purpose of registration for the E-Wallet Service is true and correct.
- 6.2 Subscriber shall provide any additional information which the Payment Service Provider may reasonably request from time to time. In case of default or failure, it may result in the suspension or termination of the E-Wallet Account by the Payment Service Provider at their sole discretion.
- 6.3 The information provided by the Subscriber may be held in a database and the Payment Service Provider may use, store, analyze and transfer and/or exchange such information with any statutory authority/institution or as maybe required by Laws without reference/consent of the Subscriber.
- 6.4 The MSISDN number is registered in the name of the Subscriber and no third party will claim ownership to the MSISDN number upon registration for the E-Wallet Services.
- 6.5 The Subscriber will not breach any provision of the Terms & Conditions.
- 6.6 The Subscriber will comply with all applicable existing or future laws, ordinances, codes, rules, regulations, notices, instructions or directives of the relevant authorities or any notices, instructions, directives or guidelines issued by Smart in connection with the E-Wallet Services.

- 6.7 The Subscriber shall not fraudulently register an E-Wallet Account. If the Payment Service Provider discovers that the Subscriber is impersonating another subscriber, the Subscriber shall be solely responsible for any liability that may arise as a result of such fraudulent activity. Abusing the E-Wallet Services may result in immediate termination/suspension of the E-Wallet Account, and report to the relevant authorities.
- 6.8 The Subscriber shall not use the E-Wallet Services for any illegal activity under all applicable and relevant laws and regulations.
- 6.9 The Subscriber may top-up any amount in the E-Wallet Account within the authorized Daily Transaction Limits applicable to the Subscriber. Subject to approval and regulations of the NBC, Smart may revise the limit of the E-Wallet Account with notification to the Subscriber.
- 6.10 All records of E-Wallet Transactions relating to the PIN authenticated through the registered MSISDN will be binding and shall act as conclusive evidence of the registration of the Subscriber.
- 6.11 The Subscriber shall be responsible for all Transactions performed by the Subscriber and for keeping track of its E-Wallet Account.
- 6.12 The use of the Service is subject to such other applicable specific terms, conditions, rules, directions and regulations as specified by the NBC and / or any other regulatory or governmental authority.
- 6.13 Neither the E-Wallet Account nor the performance of E-Wallet Transactions are transferable or assignable to any third party without the written permission of Smart. The E-wallet Account shall be exclusively used by the Subscriber. The Payment Service Provider shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the transferring or assigning the E-Wallet Account or the performance of E-Wallet Transactions to any third party without the consent of the Payment Service Provider.
- 6.14 The E-Wallet Account cannot be pledged or used in any manner by the Subscriber as any form of security instrument for any purpose whatsoever.
- 6.15 The Subscriber shall be responsible for checking and verifying all E-Wallet Transactions including, without limitation, the amount and recipient information. The Payment Service Provider shall not entertain any request to reverse a wrongful entry as a result of the negligence of the Subscriber.
- 6.16 The Subscriber shall immediately notify the Payment Service Provider upon receipt of incomplete and inaccurate data, or information or any data or information, which is not intended from the Payment Service Provider or any doubtful information or message. The Subscriber shall delete such data or information from his/her mobile device.
- 6.17 The Subscriber hereby acknowledges that the Subscriber's name and MSISDN and such other personal information may be made available to any third party by the Payment Service Provider for verification and any other lawful purposes.

## **7. Disclaimer**

- 7.1 The E-Wallet Services shall be provided on an "as is" basis without representations of any kind whether express or implied to the fullest extent permitted by law. The use of the E-Wallet Services by the Subscriber shall be at its own risk.
- 7.2 Using rooted or jailbroken device may result in security breach. By using such device to login, the Subscriber shall accept the risk, responsibility and consequences for any security breach to the SmartLuy system from the Subscriber's rooted or jailbroken device."
- 7.3 The Payment Service Provider shall not be liable or responsible to the Subscriber and / or to any other third party(s) for any losses, damages, costs or expenses whatsoever suffered by such person(s) arising out of or in connection with the issue, use, withdrawal, suspension and / or termination of the E-Wallet Services and/ or Account, provided such losses, damages, costs or expenses whatsoever is

not resulting from or in consequence of any willful negligence by the Payment Service Provider on the issue, use, withdrawal suspension and/or termination of the E-Wallet Services and/or Account.

- 7.4 The Payment Service Provider is not responsible for any transactions made through the E-Wallet Services between the Subscriber and transacting third parties. Any dispute, error and mistake in transactions must be resolved between the Subscriber and the transacting party. The Payment Service Provider will facilitate the resolution and settlement of any such dispute to their best effort.
- 7.5 The Payment Service Provider shall not be liable for acting on the confirmation of any Transaction sent by the Subscriber together with the PIN. Such confirmation shall be deemed irrevocable and binding on the Subscriber upon receipt by the Payment Service Provider of the confirmation notwithstanding any error, fraud, forgery, negligence, lack of clarity or misunderstanding in respect of the terms of such confirmation.

## **8. Statement of Accounts**

The Subscriber shall have access to a mini statement of account via USSD and other channels.

## **9. Governing Law and Dispute Resolution**

- 9.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia.
- 9.2 All disputes, controversies or differences which may arise between the Subscriber and the Payment Service Provider in respect of this Terms & Conditions shall as far as practicable be settled amicably through mutual discussion between the authorized representatives of each party. However, in case failure or non-satisfaction, such a dispute shall be agreed to resolve under the Cambodian court jurisdiction.

## **10. Fees and Charges**

- 10.1 The Subscriber shall pay the prevailing service charge and each of the E-Wallet Transaction charges for the E-Wallet Service. The applicable fees and charges shall be based on published rates by the Payment Service Provider from time to time. Smart reserve the right to vary and amend the fees and charges at any time with notification to the Subscriber. The latest rates may be made available on Smart website.
- 10.2 The Subscriber shall be responsible for any other charges for the E-Wallet Transactions via E-Wallet Merchant Outlets, and for any other charges that The Payment Service Provider may impose from time to time with notice.

## **11. Limits of E-Wallet Transactions**

- 11.1 Smart may prescribe E-Wallet Transaction limit(s) from time to time in compliance with the NBC.

## **12. Fraudulent Use of the E-Wallet Services or Lost/Stolen SIM card and/or mobile device**

- 12.1 The Subscriber acknowledges that the E-Wallet Service is and remains at all times the property of Smart and the Subscriber shall:
  - 12.1.1 Exercise all due care and diligence, when using the E-Wallet Services;
  - 12.1.2 Not tamper or allow anyone to tamper with the E-Wallet Services.

- 12.2 The Subscriber must immediately notify the Customer Service of the Payment Service Provider and report to the police any loss, fraud, suspected fraud, dishonest use or theft of the mobile device or illegal use of the E-Wallet Account of the

Subscriber. The Subscriber will be liable for all charges incurred in relation to the lost / stolen mobile device or fraudulent use of the Services until the Payment Service Provider receives notification from the Subscriber as stated above for disconnection of the Services.

- 12.3 Replacement of lost or stolen SIM card is subject to additional payments as determined by the Payment Service Provider.
- 12.4 Notwithstanding the aforesaid, the Payment Service Provider may reject the use of the Services for any payment, if the SIM is suspected to have been fraudulently issued, stolen or tampered with or the Payment Service Provider determine that the use of the Services poses a risk to the System. The Payment Service Provider shall not be liable for any loss, cost or damage suffered, if any, by the Subscriber as a result thereof.

### **13. Termination and Suspension**

- 13.1 The Payment Service Provider may at their absolute discretion immediately terminate, suspend, impose conditions or restrictions on the Subscriber in respect of the use of the E-Wallet Service or change the procedures, the mode of operation of the Service with notice to the Subscriber.
- 13.2 Notwithstanding Clause 13.1 above, the Payment Service Provider reserves the right, at their absolute discretion and at any time, to immediately suspend / terminate the use of the E-Wallet Account by the Subscriber for any reason, including but not limited to the following circumstances:
  - 13.2.1 In the opinion of the Payment Service Provider, the Subscriber has indulged in any dishonest, fraudulent, illegal and/or criminal conduct or misrepresentation;
  - 13.2.2 The Subscriber is in breach of any of the provisions of the Terms and Conditions or has engaged in any conduct prejudicial to the Payment Service Provider;
  - 13.2.3 The Subscriber is in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;
  - 13.2.4 The Subscriber has submitted false documents or has declared false information during the application for the E-Wallet Service by the Subscriber;
  - 13.2.5 The Subscriber has acted with bad or malicious intent; and /or
  - 13.2.6 The Payment Service Provider is of the opinion that the acts of the Subscriber is prejudicial to the interest of the Payment Service Provider.
- 13.3 The E-Wallet Service will be terminated automatically, if the Subscriber Agreement with Smart for the mobile services is terminated.
- 13.4 The Subscriber shall re-register under the Terms and Conditions in the event the Subscriber changes his/her MSISDN or registered name.
- 13.5 The Subscriber may, at any time, terminate the E-Wallet Account by giving the Payment Service Provider prior written notice for the Account termination duly submitted through the branches of the Payment Service Provider. Upon receipt of the written request, the Payment Service Provider shall refund the Available Balance within 3 business days. Upon redemption of the Available Balance, the Payment Service Provider shall confirm closure of the E-Wallet Account in writing.
- 13.6 The Payment Service Provider reserves the right to suspend or terminate the E-Wallet Account of the Subscriber either with or without further notice if the Subscriber does not close the E-Wallet Account after the termination or expiration of the E-Wallet Service.

#### **14. Consequences of Termination / Suspension**

- 14.1 Upon termination or expiration of the E-Wallet Service, the Available Balance shall be refunded after deducting administration fees and charges specified by the Payment Service Provider.
- 14.2 The Subscriber further agrees that if the Payment Service Provider terminates or suspends the Service or any part thereof pursuant to Clause 13, the Payment Service Provider shall not be obliged to refund or return the Available Balance in the E-Wallet Account until and unless clearance has been obtained from the relevant authorities, if applicable.
- 14.3 Upon suspension, the Payment Service Provider may at their absolute discretion reconnect the E-Wallet Service subject to a reconnection fee and the payment of all outstanding amounts due to the Payment Service Provider and / or any other amounts as may be required by the Payment Service Provider for the reconnection of the E-Wallet Account.
- 14.4 The provisions of this Clause 14 are without prejudice to any of other rights and remedies of the Payment Service Provider under these Terms and Conditions or in law.

#### **15. Amendment and Modification of Terms & Conditions**

- 15.1 Subject to Clause 15.2 and unless expressly stated otherwise, the Payment Service Provider reserves the right to review, amend, add or vary any of these Terms and Conditions from time to time as the Payment Service Provider deems fit without assigning any reasons whatsoever and the Subscriber shall be bound by such amendments, addition or variation of the Terms and Conditions.
- 15.2 The Payment Service Provider shall serve the Subscriber with a notice under the Terms and Conditions with regard to the any amendments thereto through appropriate communication media in Khmer and/or English languages.

#### **16. Limitation of Liability and Indemnity**

- 16.1 To the fullest extent permitted by laws, the Payment Service Provider shall exclude all liability arising from the Terms and Conditions.
- 16.2 The Payment Service Provider shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the Subscriber using the E-Wallet Services or for whatever reason. Notwithstanding the above, entire liability of the Payment Service Provider in contract, tort (including negligence or breach of statutory duty) or otherwise to the Subscriber shall be limited to the Value of the E-Wallet Transaction of the Subscriber.
- 16.3 The Subscriber hereby agrees to indemnify and shall keep indemnified the Payment Service Provider from any loss, damage, liability or expenses arising from any claims for fraud, negligence, libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the E-Wallet Service or part thereof and from all other claims arising out of any of the act or omission of the Subscriber or any unauthorized use or exploitation of the E-Wallet Service or part thereof.

#### **17. Customer Service Number of Smart**

- 17.1 For further information kindly call 788.

#### **18. Force Majeure**

- 18.1 If any party believes it is hindered from performing any of its obligations hereunder due to a Force Majeure Event, it shall immediately inform the other party about such circumstances in writing, failure of which shall prevent the party claiming Force Majeure Event from invoking these circumstances as a defense. If

a Force Majeure Event continues for more than three (3) months, either party shall have the right to terminate the E-Wallet Service with immediate effect by notice to the other party notwithstanding Clause 13 of the Terms and Conditions.

**19. Severability and Effect of Terms and Conditions**

19.1 If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

**20. Notice**

20.1 Unless specified otherwise, the Payment Service Provider may give notice to the Subscriber by publishing on their website or at least one newspaper in Khmer and/or English or by pre-paid post, or by electronic mail or by sending a text message to the MSISDN of the Subscriber. For avoidance of doubt, the Payment Service Provider may notify the Subscriber in any one of the ways set out above.

20.2 Notice shall be deemed to have been duly served upon and received by the Subscriber, (a) if published on the website, at the time of publication; (b) if published in the newspaper on the day of such publication; (c) if sent by electronic mail, at the time it was sent; (d) if sent by pre-paid post, on the day following the dispatch of the prepaid letter; (e) if sent by text message at the time the text message was sent.