

Gift Card Terms & Conditions

- By accepting, purchasing, signing or using the Mpay UnionPay Gift Prepaid Card, you agree to be bound by these Terms and Conditions below. “You”, “your” and “cardholder” refer to the person who has applied and used the Gift Card. “We”, “us” and “our” refer to Seatel Financial Services Plc(Mpay).

The Gift Card

- 1. Gift Card is a disposable and non-reloadable Prepaid Gift Card with a pre-determined value of not exceeding USD 1,000. Gift Card is non-transferable once it is signed. Gift card cannot be resold.
- 2. Each time you use Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from the Gift Card.
- 3. The fees and charges listed in the Mpay Prepaid Card Fees and Charges Table for Gift Card published on our website www.bestmpay.com are applicable to the Gift Card. You agree that we can directly debit the applicable fees and charges from your Gift Card. The most updated applicable fees and charges as stated in the Mpay Prepaid Card Fees and Charges Table for Gift Card on our website www.bestmpay.com should be binding on you if you continue to use or retain the Gift Card. Any such fees and charges may be varied subject to Mpay’s notice for a period of not less than 30 days.
- 4. We support you to pay or deposit various expenses involved in the process of handling Prepaid Card business through the transfer of your own bank account to our company's designated bank account.
- 5. The bank account you use for the transfer must be a personal bank account issued by a local bank in Cambodia. For local bank accounts that are not your own, we will refuse to handle Prepaid Card related business. We are not responsible for tracing and returning the transfer amount and related expenses, so all losses incurred shall be borne by yourself.
- 6. If you choose to conduct business by bank account transfer. You can choose to transfer money to any of the following accounts:

Name of Bank: Advanced Bank of Asia Limited

Name of Account: Seatel Financial Services plc

A/C No.: 001950401

Name of Bank: ICBC Phnom Penh Branch

Name of Account: Seatel Financial Services plc

A/C No.: 6008000100000406320

Name of Bank: Acleda Bank Plc

Name of Account: Seatel Financial Services plc

A/C No.: 2900-02-865111-1-1

Name of Bank: Asia-Pacific Development Bank PLC

Name of Account: Seatel Financial Services plc

A/C No.: 0101-800-00090-2

The Use of the Gift Card

- 7. Once the Gift Card is issued, Card Management Monthly Fee per card applies. The fee will be waived for the first 6 months, therefore, it will only be imposed starting from the 7th to 12th month after the card is issued.
- 8. Before using the Gift Card, you must sign on the back of the card.
- 9. A Personal Identification Number (“PIN”) is imprinted and covered by silver scratch panel at the back of the Gift Card. Cardholder should use this PIN to login into the Mpay APP to enter the Mpay Prepaid Card platform and change the PIN immediately. You are highly recommended to change the PIN from time to time for your account security. Please do not disclose the PIN of your Gift Card to anyone, including the staff of our company and our co-branded partners.
- 10. Mpay UnionPay Gift Card can be used in payment for goods and services at merchants displaying UnionPay logo or accepting UnionPay for payment, subject to the merchants’ final decision and judgement. The Gift Card does support all offline and online payment in general. Cardholder cannot use the Gift Card for cryptocurrency related transactions.
- 11. At the time of payment, UnionPay Gift Card cardholder must present the Gift Card and sign the purchase receipt with the same signature you signed on the back of the Gift Card and / or enter your 6-digit PIN (subject to the PIN-based or signature-based nature of the UnionPay Gift Card), or pay with UnionPay QuickPass (if applicable) , or pay with UnionPay Contactless Payment (if applicable).
- 12. Cash withdrawal is unavailable.
- 13. Once the Gift Card is expired and the available balance has dropped to zero, the Gift Card is no longer valid. We suggest you to cut the Gift Card into halves before disposal.
- 14. You understand that when using the Gift Card as guarantee of payment at merchants, e.g. Petrol Station, Cruises, Car Rental and Hotel, an amount will be placed on hold according to the merchant's estimated bill and the account balance may become temporarily unavailable for usage.

Foreign Currency Transactions / Overseas Transactions

- 15. Foreign Currency Transactions are transactions effected in a currency other than the Card Currency, including all local, overseas and online transactions.
- 16. Overseas Transactions are transactions (including online transactions) incurred outside Cambodia regardless of the transaction currency. Transaction location is subject to the actual country / territories where the merchant processes the transactions. For enquiries on the actual transaction processing location of the online transactions, please contact the respective merchant.
- 17. Foreign Currency Transactions will be converted into the Card Currency at a rate of exchange determined by reference to the exchange rate adopted by UnionPay on the date of conversion. A transaction, which is classified as a Foreign Currency Transaction, and/or Overseas Transaction will be charged handling fee(s). This is in addition to any transaction levied by UnionPay and will be automatically deducted from the Gift Card.

Available Balance Enquiry

- 18. No card statement will be issued, including paper and email. However, you can apply for detailed transaction record. Detailed Transaction Record Fee applies which will be charged on each month's transaction record.
- 19. You can check your card's available balance by login website at the following website www.bestmpay.com , or Mpay APP, no charges will be applied. Co-branded Gift Card cardholders can also check the card's available balance through the customer service channels of the respective co-branding partner (if available and applicable). Alternatively, the card's available balance can be checked at ATMs with UnionPay logo (for UnionPay Gift Card) with a handling fee imposed for each enquiry and this charge will be deducted from the Gift Card.
- 20. You can check your transaction history free by login website at www.bestmpay.com, or Mpay APP, no charges will be applied. Co-branded Gift Card cardholders can also check the card's transaction history through the customer service channels of the respective co-branding partner (if available and applicable). You should notify us of any error, omission and/or any transaction not authorized by you within 30 days of the transaction date. If you do not notify us within the specified period, the transactions shown will be considered as correct. We highly recommend you to check their own transaction records frequently.

Loss and Theft of Gift Card

- 21. The Gift Card will not be replaced or have remaining balance refunded if it is lost, stolen or forgotten the PIN or captured by an ATM. you will be liable for all the transactions in your Gift Card.

Card Damage

- 22. The card damage including be destroyed and malfunction. Replacement of Gift Card will be issued and the defective card is returned to us before the card expiry date for cancellation; the free-of-charge in case of card malfunction which is not caused by you; if the Gift Card is damaged due to misuse, A Card Replacement Fee will be deducted from the card.
- 23. You need visit our office in person and be asked to present your proof of identification for the issuance of a replacement card.
- 24. The replacement card, if issued, will be in the amount of the available balance of the replaced Gift Card in accordance with our record deducts all fees and charges.
- 25. We reserve the rights to decline the issuance of a replacement card.

Termination / Redemption

- 26. We reserve the rights at any time to terminate the use of the Gift Card and / or any services offered or to reject any transaction without giving any prior notice or reason. We shall not be liable for any losses or damages of whatever nature, which you may suffer whether directly or indirectly because of such termination or disapproval. Upon termination, the Gift Card is to be surrendered to us on demand.
- 27. The actual expiration calculation of the card (12 months for Gift Card) is based on the date the card is purchased and the initial amount that is loaded on the card. you can login to the official website at www.bestmpay.com or login to the Mpay APP to check the validity of the

card. Co-branded Gift Card cardholders can also check the card's expiration date through the customer service channels of the respective co-branding partner (if available and applicable). You are encouraged to spend the remaining balance in your Gift Card before the card expiration date. However, you may terminate the Card services and apply balance redemption at any time. You need to visit our office in person, complete a Card Cancellation Form with identification proof and return the Gift Card.

- 28. Please note that a Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For card with balance equals to or below the applicable redemption fee, no redemption will be processed. A USD cheque for the remaining balance will be sent to you within 45 days after the claim.
- 29. We will not accept merchant refund to expired Card, please ensure the refund is done before the Gift Card is expired.

Personal data

- 30. You agree that we can use your personal information in accordance with our policies and practices, use and disclosure of personal data as set out in our current Privacy Policy Statement and you have read the Statement from our website at www.bestmpay.com.
- 31. The collection and use of personal data by the co-branding partner provided by you to the co-branding partner in relation to the application and servicing of the respective Co-branded Gift Card will be governed by co-branding partner's own privacy policy.

Exclusion of Liability

- 32. We will not be responsible or liable for any refusal by any merchants in accepting the Gift Card for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between you and the merchant. We will not be liable to you in respect of any losses or damages that you or any third party may suffer in connection with or arising from the Gift Card.

Amendments

- 33. We reserve the rights to amend these Terms and Conditions. Our website displays the current Terms and Conditions.
- 34. Retention or use of the Gift Card after such amendments become effective shall constitute your acceptance of such amendments. All matters and disputes will be subject to our final decision.

Law and Jurisdiction

- 35. These Terms and Conditions shall be governed by and construed in accordance with the laws of Cambodia and the parties agree to submit to the exclusive jurisdiction of the courts of Cambodia.

Others

- 36. The fees and charges shown in these Terms and Conditions do not include all the fees and charges that may occur with your card. For specific please refer to the Mpay Prepaid Card Fees and Charges Table.
- 37. If any of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.
- 38. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.