



Division/Center/Branch _____

Member ID _____

To: Electronic Banking and Card Service Center.

Re: Membership Application for BCEL's E-Commerce Products.

Type of Service

Main Service (Select at least 1 main service depending on actual type of business)

- ☐ Payment Gateway
☐ Electronic Invoice (B-invoice)

Additional Service (Optional, based on actual business operation)

- ☐ Virtual Terminal
☐ Recurring Payment

Type of Payment (Multiple choices acceptable)

- Credit/Debit Card ☐ VISA, MasterCard, JCB, and American Express.
UnionPay Card ☐ BCEL ATM UnionPay, and China UnionPay International.
QR Online ☐ BCEL Onepay, ☐ UnionPay QR, ☐ WeChat Pay, ☐ Alipay

Applicant's Information (The business owner as stated in the Enterprise License)

Name and Surname _____, Title _____, Date of Birth ____/____/____

Nationality _____, ☐ ID Card, ☐ Household Register, ☐ Passport No. _____,

Dated ____/____/____, Expiration Date ____/____/____, Issued by _____,

Present Address _____, District _____, Province _____

Telephone _____, Email _____, Skype _____

Enterprise's Information

Name of Enterprise in Lao language _____

Name of Enterprise in English _____

Type of Business _____, Enterprise ID ____ - ____ - ____

Dated ____/____/____, Issued By _____

Business Permit No. (if any) _____, Dated ____/____/____, Expiration Date ____/____/____

Issued By _____

Tax License No. _____, Dated ____/____/____, Expiration Date ____/____/____

Issued By _____

Enterprise Dormicile: House No. _____, Unit _____, Road _____, Lane _____,

Village _____, District _____, Province _____.

Office Phone No. _____.

Email _____.

Member's Signature _____

Settlement Account Information (BCEL's account number, 18 digits)

Lao Kip Account No. _____ Account Name: _____

US Dollar Account No. _____ Account Name: _____

Website's Information

Domain Name/URL (Example: https://www.bcel.com.la/): _____

Website Development: ☐ Self-Developed ☐ By External Party

In the case of ☒ being developed by an external party, please provide details:

Name of Website's Developer _____

Address: Village _____, District _____, Province _____, Country _____

Name and Surname of Contact Person _____, Mobile No. _____

Telephone _____ Email _____, Skype _____

Information on BCEL's Products/Services

BCEL's Products/Services: ☐ I-Bank, ☐ BCEL One, ☐ SMS Banking, ☐ EDC, ☐ OnePay

Customer Type: ☐ General ☐ Corporate and Private Banking Division ☐ Marketing Division ☐ Loan

Information on Products/Services Distribution1. Products/Services

Types of Product/Service _____

Minimum Product/Service Price _____, Maximum _____

Total Sales Per Month _____ Item, Value _____

Expected sales from E-Commerce service per month _____ item, value _____

2. Delivery of Goods (For distribution merchant).

☐ No delivery service (store pickup only)

☐ Provide delivery service (please provide more details)

☐ Domestic

☐ International

Destination _____

☐ Self-delivery

☐ Logistic company

In the case of ☒ logistic company: Name of Company _____

Address: Village _____, District _____, Province _____

Telephone _____ Email _____

Name of Users

Priority List	Name and Surname (English)	Title	Email	Mobile No.
Admin User	_____	_____	_____	020-_____
Normal User1	_____	_____	_____	020-_____
Normal User2	_____	_____	_____	020-_____

Applicant's Objectives and Certification

I intend to use BCEL's E-Commerce product. I hereby certify that every information above is true. If the information is not clear, I agree to let BCEL contact me and I shall provide the information sincerely. If the information which I provided is not true, I agree to solely be liable for any damage that may arise.

I, therefore, submit this form for your kind consideration accordingly.

At: _____, dated ____/____/____

Merchant
(Signature and Stamp)

Name and Surname _____

Require Attached Documents

- ☐ Enterprise License, ☐ Concession License
- ☐ Business Permit (Year _____) (if any)
- ☐ Tax License, ☐ Tax ID Certificate, ☐ Latest Tax Payment Certificate
- ☐ ID Card, ☐ Household Register, ☐ Passport
- ☐ Stay Permit, ☐ Work Permit (for foreigner)
- ☐ Membership Agreement (provided by BCEL)
- ☐ Terms, Rules, Requirements and Policies for the Purchase/Order
- ☐ Office Map
- ☐ Others (please provide details _____)

*For BCEL's staff

Management, Center, Branch

Sector/Service Unit

Staff

Name _____

Name _____

Name _____

Banque pour le Commerce Extérieur Lao Public
Electronic Banking and Card Service Center



Membership Agreement for E-Commerce Service

Between

Banque pour le Commerce Extérieur Lao Public

And

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# Membership Agreement for E-Commerce Service

- Pursuant to the Regulations on the E-Commerce Service from Banque pour le Commerce Extérieur Lao Public.
- Pursuant to the Terms and Rules of the International Card Center on the Issuance of Cards and Card Service from Banks and Merchants.
- Pursuant to the Rules and Instructions on Card Service issued by the Banque pour le Commerce Extérieur Lao Public from time to time.
- Pursuant to the Demand for Service and Settlement from Business Owners and the Capacity of Banque pour le Commerce Extérieur Lao Public in providing the Service.

## Between:

Banque pour le Commerce Extérieur Lao Public (BCEL)

No. 1, Xieng Nhuene Village, Pangkham Street, Chanthabouly District, Vientiane Capital.

Tel: 1555

Hereinafter refer to as the: “Bank”

**And**

Merchant's Name (in Lao) \_\_\_\_\_

Merchant's Name (in English) \_\_\_\_\_

Merchant's Name (Abbreviation)

Name and Surname of the Merchant's Owner

Merchant's Address: House Number \_\_\_\_\_, Unit \_\_\_\_\_, Road \_\_\_\_\_, Lane \_\_\_\_\_,

Village \_\_\_\_\_, District \_\_\_\_\_, Province \_\_\_\_\_.

Account Number for Kip \_\_\_\_\_ Account Name: \_\_\_\_\_

Account Number for USD                      Account Name: \_\_\_\_\_

Enterprise ID \_\_\_\_\_, dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_.

Member ID (issued by the Bank) \_\_\_\_\_, hereinafter refer to as: “Member”

**Both parties hereby agree to make this agreement with the following details:**

## **Article 01 Objectives.**

This agreement is made to determine the principles, rights, duties, responsibilities, fees, service and dispute resolution measures with the aim to prevent any risk, protect and manage the rights and benefits of the parties and damaged party, to ensure that the service is in line with the local and international regulations and the laws of the Lao PDR.

## **Article 02 Terms of Agreement.**

- This agreement has a term of \_\_\_\_ year(s) from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

- At the expiration of the term as stated above, in the event the Member does not seek to end this agreement or does not carry out an act that shall terminate this agreement, it shall be deemed that this agreement is still in effect until there is any changes or termination of this agreement.

- This agreement shall cease in the event of non-performance, default or violation of the laws of the Lao PDR and any international laws by the Member which resulted in damages against the Bank.

## **Article 03 Rights and Duties of the Bank.**

### **3.1 Rights of the Bank.**

- The Bank is entitled to collect fees from the Member as stated in Article 05 of this agreement.

- The Bank is entitled to suspend the service in the event the Member fail to pay for the maintenance for 3 consecutive months.

- The Bank is entitled to consider suspending the service or terminate this agreement in the event no transaction has been made for 3 consecutive months by the Member or if the transaction contain many risks or regular chargebacks.

- The Bank is entitled to investigate any activities made via the E-Commerce service for each types of card in the event there is a transaction that exceed 2.000 United States Dollar or equivalent, contain many risks, chargebacks, copy request or for any other reasons.

- The Bank is entitled to hold or block the Member's transaction based on any or all amount paid for suspicious or invalid product/service under the acquiring regulations issued by the International Card Center from time to time.

- The Bank is entitled to deduct funds from the Member's settlement account in the event the Bank make a transfer to the Member that exceed the actual amount due to technical failure or for any other reasons.

### **3.2 Duties of the Bank.**

- The Bank is responsible for giving advice, explain the features, usage, risk management, fees, and to make contact with the relevant parties to collect information that is necessary for the service, merchant's system setup, system linkup and demonstration.
- The Bank is responsible for checking the merchant's address and record the information based on the actual circumstances.
- The Bank is responsible for examining and giving advice on the terms, rules, requirements and policies for the purchase/order of a product/service made by the Member so that the details are complete, clear and concise in order to protect the legitimate interests of the Bank, Member and cardholder.
- The Bank is responsible for monitoring the Member's usage of the E-Commerce service to ensure the validity, safety and regular service.
- The Bank is responsible for providing precautions and information for the Member in order to mitigate or avoid any loss from fraud or falsification in the settlement.
- The Bank is responsible for resolving any issues that may arise out of the E-Commerce service as found and referred to by the Member in a timely manner.
- The Bank is responsible for providing information on any activities made in the E-Commerce service as proposed by the Member.
- The Bank is responsible for the funds transfer made to the Member's account based on the transaction made in the E-Commerce product after deducting the fees for each item.
- The Bank is responsible for providing the Member with symbols and logos of the various types of cards to be displayed on the website so that the cardholder will know the different types of card payment that can be made through the payment gateway.
- The Bank is responsible for the processing refund or void as proposed by the Member.
- The Bank is responsible for performing its rights and duties as stated in the regulations on card service issued by the International Card Center.

## **Article 04 Rights and Duties of the Member.**

### **4.1 Rights of the Member.**

- The Member is entitled to select any or all of the main services in line with the type of business and actual operation.
- The Member is entitled to select any or all additional services or opt not to use any additional services in line with the type of business and actual operation.
- The Member is entitled to change any information, amend, suspend or terminate this agreement in compliance with Article 10 of this agreement.
- The Member is entitled to propose in writing its intentions regarding the E-Commerce service and submit to the Bank for consideration.
- The Member is entitled to propose for a void or refund in compliance with Article 07 of this agreement.

#### **4.2 Duties of the Member.**

- The Member is responsible for opening an account at Banque pour le Commerce Exterieur Lao Public in Lao Kip and/or United States Dollar for settlement purposes with the Bank.
- The Member is responsible for paying fees as stated in Article 05 of this agreement.
- The Member is responsible for performing according to every procedures and risk prevention measures of the Bank prior to making any settlement via the platform. For instance, verification of the cardholder, risk score inspection, card usage frequency, card information, IP and proxy of the computer in which the transaction is made.
- The Member is responsible for reporting to the Bank when an error or invalid action is found regarding the card settlement made through the E-Commerce service.
- The Member is responsible for monitoring the activities in the EBC system by making comparison to the record that it has made to verify the validity of every transactions. In the event of any error, the Bank must be notified for prompt investigation and solution.
- The Member is responsible for every activities made through the E-Commerce service and any consequent chargeback.
- The Member is liable for all costs in the development of its website that shall be linked to the Bank's E-Commerce product.
- The Member is responsible for the terms, rules, requirements and policies for the purchase/order of a product/service to ensure complete, clear and consised details that are to be displayed during the settlement in order to protect the legitimate interests of the Bank, Member and cardholder.
- The Member is responsible for strict compliance with the terms, rules, requirements and policies for the purchase/order of a product/service it has made.
- The Member is responsible for maintaining the confidentiality of all information and documents related to the Bank and cardholders that have made payment to the Member. The Member shall be liable for any damage that may arise due to any disclosure that it has made.
- The Member is responsible for storing all documents related to the card service for at least 2 years from the date of transaction for any investigation and comparison in the event of any copy request by the cardholder via the Bank which may include invoices and other documents related to the activities made by such card. Every activities shall have supporting documents such as bill or invoice for the goods or services provided by the Member to the cardholder.
- The Member is responsible for providing documents requested by the Bank for examination within 05 business days from the date the copy request is made. The Member shall be liable for all damages that may arise if provided after the stated time.
- The Member is responsible for meeting with the Bank to discuss, resolve any issue or mediate any dispute that may arise based on the Bank's notice.
- The Member is responsible for strict compliance with the terms, rules, membership agreement and other regulations of BCEL, regulations of the International Card Center issued from time to time and the laws of the Lao PDR.



## Article 05 Fees.

The Member agree to pay the fees as follows:

### 5.1 Fees per Transaction.

#### 5.1.1 Type of payment by Credit cards or Debit cards:

- |                         |                            |
|-------------------------|----------------------------|
| - BCEL's China UnionPay | Fee 3,00 % per transaction |
| - VISA                  | Fee 3,50 % per transaction |
| - Master Card           | Fee 3,50 % per transaction |
| - JCB                   | Fee 3,50 % per transaction |
| - American Express      | Fee 4,00 % per transaction |
| - China UnionPay        | Fee 3,50 % per transaction |

#### 5.1.2 Type of payment by scanning QR Code:

- |                          |                           |
|--------------------------|---------------------------|
| - BCEL Onepay E-Commerce | Fee 1,50% per transaction |
| - UnionPay QR E-Commerce | Fee 3,50% per transaction |
| - WeChat Pay E-Commerce  | Fee 3,50% per transaction |
| - Alipay E-Commerce      | Fee 3,50% per transaction |

### 5.2 Monthly Maintenance.

- Monthly maintenance USD 45.00/month.
- Excluded monthly maintenance for \_\_ month(s). From \_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ and the monthly maintenance fee shall be charged from \_\_\_\_/\_\_\_\_.
- The monthly maintenance fee shall be charged between the 20th-30th of every month.

### 5.3 Web Portal Configuration Fees.

- The Bank shall exempt the Member from any web portal configuration fees.

## Article 06 Settlement.

The Bank shall make funds transfer to the Member's settlement account within a day if the settlement is made before 09:00 am, except for any settlement made on Saturday, Sunday and public holidays for banks whereby the fund shall be transferred to the Member's settlement account on the next business day.

## Article 07 Void and Refund.

### 7.1 Void.

- The Member must send details of a void such as the Request ID to the Bank prior to the settlement via email or submit the void to BCEL's service counter.
- Any transaction that has already been settled cannot be void whereby a refund to the cardholder shall be made instead.

### 7.2 Refund to the Cardholder.

- If there is any change or cancellation to the purchase or order of a product/service according to the stated requirements, the Member must send the refund details to the cardholder based on the form made by the Bank which shall consist of detailed information such as the Request ID, card number, name of cardholder, expiration date, money amount, date of

transaction, refund amount and reason for the refund which shall be sent to the Bank for further processing via email or submitted to BCEL's service counter.

- In the event the Member send the refund activities to the Bank within 3 days after the transaction, the cardholder shall receive the refund in full amount. If it exceed the mentioned period, the cardholder shall receive the refund after deduction is made for each activity.

- In the event the information of the card subject to the refund has expired or incomplete and invalid, the Bank shall make further enquiry on the information for the cardholder's new card which shall be provided by the Member to the Bank.

- The Member must be responsible for the provision of any incomplete information to the Bank under no claim or complaint against the Bank.

## **Article 08 Changes to the Member's Information.**

- The Member must notify the Bank when there is any changes to the information used for the registration with the Bank, such as the merchant's address, email address, telephone number, owner or a person authorized to approve, add or reduce the number of EBC users, to change the settlement account number and so forth.

- The Member must submit a request or fill in a form for the information change with details of the changes, the Member's signature, clear name and surname and stamp. The authorized person must be the business owner as stated in the Enterprise License.

- The Member may submit documents to BCEL's service counter. In the event another person is assigned to make the submission on the Member's behalf, a letter of authorization must be made and attached with the copies of the indentify card or passport or household register of the merchant and the authorized person or the documents may be sent via the email registered with the E-Commerce product.

## **Article 09 Settlement Dispute and Resolution.**

### **9.1 Settlement Dispute.**

A dispute related to a card settlement through the E-Commerce product may arise out of the followings:

- A transaction risks such as activities that exceed 2,000 United States Dollar or equivalent, transactions with similar value that are made several times, transactions with no supporting documents and so forth.

- A fraud transaction, a transaction made from counterfeit card or from the use of other person's information to perform an activity.

- A transaction for which the product or service is not delivered or provided by the merchant as agreed with the cardholder.

- A transaction for which the product or service is not provided by the merchant as agreed with the cardholder, is a counterfeit or damage goods.

- A transaction that is made after the cardholder cancelled the purchase or order of a product/service.

- A transaction for which the merchant does not make a refund or cancellation due to the changes or cancellation to the purchase of the product/service made by the cardholder.

- A transaction where funds have been deducted more than once or more than what was agreed.

- Other transaction related to the refusal to the rights and duties as stated or not stated in the terms, rules, requirements and policies agreed between the Member and cardholder.

## **9.2 Settlement Resolution.**

### **9.2.1. Copy Request**

- A copy request is when a notification is received from the cardholder through the issuing bank requesting for copies related to the transaction activities or a copy request by the Bank to verify the Member's receipt of payment and to prevent any risk.

- The Bank shall inform the Member in writing to request for any transaction copies stated in Article 9, Clause 9.1 of this agreement or for any chargeback.

- The Member must provide documents as requested by the Bank completely, accurately and on time.

- The Bank shall not make any consideration to any document or evidence provided by the Member after the stated time.

- The Member shall be liable for providing documents that are incomplete, inaccurate or not on time.

### **9.2.2. Hold Transaction and Block Transaction.**

- The Bank shall hold a transaction that possess risk that has yet to be processed into the Member's settlement account by the Bank.

- The Bank shall block a transaction that possess risk that has been processed into the Member's settlement account by the Bank.

- The Bank shall request for copies of the transactions that were held or blocked in compliance with Article 9, Clause 9.2.1.

- In the event the Member send any document or evidence to the Bank correctly, completely and on time, the Bank shall make consideration on such document and evidence in order to unhold or unblock the transaction.

- In the event the Member is unable to provide any document or evidence to BCEL correctly, completely or on time or the document or evidence was not approved by the Bank, the Bank shall inform the Member in writing regarding the transaction being held or blocked.

- The period to hold or block the transaction is 190 days from the date of transaction.

- The period for holding or blocking the transaction shall cease upon expiration of the stated time or according to the Bank's consideration.

- In the event there is a chargeback during the holding or blocking period, the Bank shall make a notification on the chargeback as stated in Article 9, Clause 9.2.3.

- Upon the expiration of the holding or blocking period, the Bank shall make a fund transfer to the Member's settlement account based on the number of transactions that have not been chargeback. In the event the return transfer to the Member occur during the period of the Member's suspension or termination of the agreement, the Bank shall deduct the monthly maintenance fees prior to transferring funds into the Member's settlement account.

### **9.2.3. Chargeback.**

- In the event there is a chargeback by the cardholder and/or the issuing bank regarding the payment made to the Member for any reasons as stated in Article 9, Clause 9.1, the Bank shall request the Member to provide the relevant documents as stated in Article 9, Clause 9.2.1 to verify that the activity on the Member's website was performed correctly according to the procedures as provided by the Bank to the Member.

- In the event the Member is unable to provide any document or evidence to BCEL correctly, completely or on time or the Member agree to the chargeback, the

Bank shall charge the Member's settlement account based on the chargeback amount and other fees (if any) within 7 days from the date of the notification on deduction is made.

- If there is insufficient fund in the Member's settlement account, thus, preventing the deduction within the stated time, the Bank shall charge an interest on the overdraft for twice the amount starting from the date of transaction until the deductible date.

- The time period in which the Bank is entitled to make a claim for any chargeback is 18 months from the date of transaction.

- In the event a dispute could not be solved according to normal procedure, the Bank is entitled to call the Member for mediation to amicably solve any dispute, and if it could not be resolved or agreed between the parties, the dispute shall be proceeded in compliance with the laws of the Lao PDR.

## **Article 10 Amendment, Suspension and Termination of the Agreement.**

### **10.1 Amendment to the Agreement.**

- The Bank shall make official notification to the Member if there is any changes and/or amendment to the whole or any parts of the agreement. The Member shall sign the amended agreement within 7 days from the date of notification to continue using the service.

- In the event the Member does not accept the amended agreement, the Member is entitled to terminate the agreement by complying with Article 10, Clause 10.3 of this agreement.

### **10.2 Service Suspension.**

- The Member must submit a letter requesting for service suspension by indicating clear date and time for the suspension to take effect, date and time for the suspension to end, reason of the suspension, name, surname and signature. Only the merchant's owner is entitled to suspend the service.

- The Member may submit documents to BCEL's service counter or via email registered with the E-Commerce service.

- One suspension period shall not exceed 90 consecutive days.

- If the Member wish to continue suspending the service after the end of first suspension period, the Member must resubmit the suspension request.

- The request for service suspension cannot be made more than two times in consecutive period or not more than 180 consecutive days. If the Member is still unable to resume using the service, the Bank may consider terminating the agreement.

- The Member may resume using the service prior to the time stated in the request by informing the Bank in writing to resume using the platform.

- The service suspension can be performed by the Bank in the event the maintenance fees have not been paid for more than 3 consecutive months or there are many fraud transactions that occur consecutively or there is a case mediation between the Bank, Member and authority related to any illegal cases, money laundering and so forth.

- During the service suspension, the Bank shall not charge any maintenance fees for the months where the service was not used. However, the Member is liable for other transaction and liability that is yet to be fulfilled.

### **10.3 Termination.**

- The Member may terminate this agreement by informing the Bank in writing 90 days in advance.

- If the Member does not perform any rights and duties, breach any terms, rules or articles stated in this agreement, the Bank is entitled to immediately terminate this agreement without prior notice to the Member.
- The cease of operation to the Member's business for whatsoever reason shall not impact the rights and liabilities that are yet to be fulfilled by the Member as stated in this agreement.
- The Bank is entitled to terminate the agreement or to permanently stop providing the service without giving prior notice to the Member if the Member breaches the terms, rules, agreement or violate the laws of the Lao PDR which impair BCEL's reputations or properties or impair the socio-economy system and stability of the national currency or violates Article 11, Clause 11.2 of this agreement. Even if the Bank has already permanently stop providing service to the Member, the Member is still oblige and liable to its rights and liabilities that are yet to be fulfilled.

## **Article 11 Prohibitions.**

- The Member is not allowed to change or collect additional fees when the cardholder make any card payment for its product or service.
- The Member is not allowed to make any transaction that conflict with the Bank's regulations, Law on Anti-Money Laundering and Counter-Financing of Terrorism, Law on Electronic Transaction and other laws or from having an act that may cause any damage to BCEL, macroeconomy and stability of the national currency.
- The Member is not allowed to collect any card information from the cardholder who uses its service or from disclosing any information of the cardholder.
- The Member is strictly not allowed to disclose or give to anyone the user name, personal ID and login information provided by the Bank.
- In the event where refund is required to be made to the cardholder, the Member is not allowed to make payment in cash or from making making a refund to the cardholder without going through the Bank's service unit.
- The Member is strictly not allowed use other person's information to login or key-in to perform a transaction.
- The Member is not allowed to disclose or release any or all contents of this agreement to other party.

## **Article 12 Sanctions against Violators.**

- In the event the Member fail to perform the requirements, rights and duties as stated in this agreement or in the event there is a transaction that violates the Bank's regulations or laws of the Lao PDR or the prohibited clauses as stated in Article 11 of this agreement, the violator shall be provided with a written warning.
- In the event the Member act in a way that may impair the reputations and properties of the Bank or any other party or the national socio-economy, the Member shall be proceeded in compliance with the laws including being liable for all damages occurred.

### Article 13 Implementation of the Agreement.

- The Member hereby certifiy that he/she has read every requirements in this agreement and voluntarily accepts every requirements.
- The parties promise to perform the agreement sincerely and completely according to the rights and obligations, rules, terms and requirements as stated in this agreement.
- This agreement may be amended or terminated based on the conditions imposed by the Bank from time to time or based on the consent of the parties.

### Article 14 Final Provisions.

This agreement consists of 14 articles, 10 pages (excluding cover page), and is made in 2 copies with complete details and same meanings. One copy shall be kept by the Bank and the other copy shall be kept by the Member.

This agreement is effective from the date of execution by the parties.

**Member**  
(Signature and Stamp)

At Vientiane Capital, dated \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Bank**  
Represented by  
the Electronic Banking and Card Service Center

\_\_\_\_\_  
**Member's Witness**

\_\_\_\_\_  
**Bank's Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

**Banque pour le Commerce Extérieur Lao Public**  
Electronic Banking and Card Service Center



**Membership Agreement for E-Commerce Service**

Between

**Banque pour le Commerce Extérieur Lao Public**

And

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**Lao People's Democratic Republic**  
Peace Independence Democracy Unity Prosperity  
ໄຊຍະພາບເອກະລາດ ວັດທະນະຖາວອນ ສະຫງົບ ສາມາດ ສະຫວັດດີພາບ

**Membership Agreement for E-Commerce Service**

- Pursuant to the Regulations on the E-Commerce Service from Banque pour le Commerce Extérieur Lao Public.
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- Pursuant to the Rules and Instructions on Card Service issued by the Banque pour le Commerce Extérieur Lao Public from time to time.
- Pursuant to the Demand for Service and Settlement from Business Owners and the Capacity of Banque pour le Commerce Extérieur Lao Public in providing the Service.

**Between:**

Banque pour le Commerce Extérieur Lao Public (BCEL)  
No. 1, Xieng Nhuene Village, Pangkham Street, Chanthabouly District, Vientiane Capital.  
Tel: 1555

Hereinafter refer to as the: "Bank"

**And**

Merchant's Name (in Lao) \_\_\_\_\_

Merchant's Name (in English) \_\_\_\_\_

Merchant's Name (Abbreviation) \_\_\_\_\_

Name and Surname of the Merchant's Owner \_\_\_\_\_

Merchant's Address: House Number \_\_\_\_\_, Unit \_\_\_\_\_, Road \_\_\_\_\_, Lane \_\_\_\_\_,

Village \_\_\_\_\_, District \_\_\_\_\_, Province \_\_\_\_\_.

Account Number for Kip \_\_\_\_\_ Account Name: \_\_\_\_\_

Account Number for USD \_\_\_\_\_ Account Name: \_\_\_\_\_

Enterprise ID \_\_\_\_ - \_\_\_\_\_, dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

Member ID (issued by the Bank) \_\_\_\_\_, hereinafter refer to as: "Member"



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- The Bank is entitled to investigate any activities made via the E-Commerce service for each types of card in the event there is a transaction that exceed 2.000 United States Dollar or equivalent, contain many risks, chargebacks, copy request or for any other reasons.

- The Bank is entitled to hold or block the Member's transaction based on any or all amount paid for suspicious or invalid product/service under the acquiring regulations issued by the International Card Center from time to time.

- The Bank is entitled to deduct funds from the Member's settlement account in the event the Bank make a transfer to the Member that exceed the actual amount due to technical failure or for any other reasons.

### **3.2 Duties of the Bank.**

- The Bank is responsible for giving advice, explain the features, usage, risk management, fees, and to make contact with the relevant parties to collect information that is necessary for the service, merchant's system setup, system linkup and demonstration.
- The Bank is responsible for checking the merchant's address and record the information based on the actual circumstances.
- The Bank is responsible for examining and giving advice on the terms, rules, requirements and policies for the purchase/order of a product/service made by the Member so that the details are complete, clear and concise in order to protect the legitimate interests of the Bank, Member and cardholder.
- The Bank is responsible for monitoring the Member's usage of the E-Commerce service to ensure the validity, safety and regular service.
- The Bank is responsible for providing precautions and information for the Member in order to mitigate or avoid any loss from fraud or falsification in the settlement.
- The Bank is responsible for resolving any issues that may arise out of the E-Commerce service as found and referred to by the Member in a timely manner.
- The Bank is responsible for providing information on any activities made in the E-Commerce service as proposed by the Member.
- The Bank is responsible for the funds transfer made to the Member's account based on the transaction made in the E-Commerce product after deducting the fees for each item.
- The Bank is responsible for providing the Member with symbols and logos of the various types of cards to be displayed on the website so that the cardholder will know the different types of card payment that can be made through the payment gateway.
- The Bank is responsible for the processing refund or void as proposed by the Member.
- The Bank is responsible for performing its rights and duties as stated in the regulations on card service issued by the International Card Center.

## **Article 04 Rights and Duties of the Member.**

### **4.1 Rights of the Member.**

- The Member is entitled to select any or all of the main services in line with the type of business and actual operation.
- The Member is entitled to select any or all additional services or opt not to use any additional services in line with the type of business and actual operation.
- The Member is entitled to change any information, amend, suspend or terminate this agreement in compliance with Article 10 of this agreement.
- The Member is entitled to propose in writing its intentions regarding the E-Commerce service and submit to the Bank for consideration.
- The Member is entitled to propose for a void or refund in compliance with Article 07 of this agreement.

#### **4.2 Duties of the Member.**

- The Member is responsible for opening an account at Banque pour le Commerce Exterieur Lao Public in Lao Kip and/or United States Dollar for settlement purposes with the Bank.
- The Member is responsible for paying fees as stated in Article 05 of this agreement.
- The Member is responsible for performing according to every procedures and risk prevention measures of the Bank prior to making any settlement via the platform. For instance, verification of the cardholder, risk score inspection, card usage frequency, card information, IP and proxy of the computer in which the transaction is made.
- The Member is responsible for reporting to the Bank when an error or invalid action is found regarding the card settlement made through the E-Commerce service.
- The Member is responsible for monitoring the activities in the EBC system by making comparison to the record that it has made to verify the validity of every transactions. In the event of any error, the Bank must be notified for prompt investigation and solution.
- The Member is responsible for every activities made through the E-Commerce service and any consequent chargeback.
- The Member is liable for all costs in the development of its website that shall be linked to the Bank's E-Commerce product.
- The Member is responsible for the terms, rules, requirements and policies for the purchase/order of a product/service to ensure complete, clear and consised details that are to be displayed during the settlement in order to protect the legitimate interests of the Bank, Member and cardholder.
- The Member is responsible for strict compliance with the terms, rules, requirements and policies for the purchase/order of a product/service it has made.
- The Member is responsible for maintaining the confidentiality of all information and documents related to the Bank and cardholders that have made payment to the Member. The Member shall be liable for any damage that may arise due to any disclosure that it has made.
- The Member is responsible for storing all documents related to the card service for at least 2 years from the date of transaction for any investigation and comparison in the event of any copy request by the cardholder via the Bank which may include invoices and other documents related to the activities made by such card. Every activities shall have supporting documents such as bill or invoice for the goods or services provided by the Member to the cardholder.
- The Member is responsible for providing documents requested by the Bank for examination within 05 business days from the date the copy request is made. The Member shall be liable for all damages that may arise if provided after the stated time.
- The Member is responsible for meeting with the Bank to discuss, resolve any issue or mediate any dispute that may arise based on the Bank's notice.
- The Member is responsible for strict compliance with the terms, rules, membership agreement and other regulations of BCEL, regulations of the International Card Center issued from time to time and the laws of the Lao PDR.

## Article 05 Fees.

The Member agree to pay the fees as follows:

### 5.1 Fees per Transaction.

#### 5.1.1 Type of payment by Credit cards or Debit cards:

- |                         |                            |
|-------------------------|----------------------------|
| - BCEL's China UnionPay | Fee 3,00 % per transaction |
| - VISA                  | Fee 3,50 % per transaction |
| - Master Card           | Fee 3,50 % per transaction |
| - JCB                   | Fee 3,50 % per transaction |
| - American Express      | Fee 4,00 % per transaction |
| - China UnionPay        | Fee 3,50 % per transaction |

#### 5.1.2 Type of payment by scanning QR Code:

- |                          |                           |
|--------------------------|---------------------------|
| - BCEL Onepay E-Commerce | Fee 1,50% per transaction |
| - UnionPay QR E-Commerce | Fee 3,50% per transaction |
| - WeChat Pay E-Commerce  | Fee 3,50% per transaction |
| - Alipay E-Commerce      | Fee 3,50% per transaction |

### 5.2 Monthly Maintenance.

- Monthly maintenance USD 45.00/month.
- Excluded monthly maintenance for \_\_ month(s). From \_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ and the monthly maintenance fee shall be charged from \_\_\_\_/\_\_\_\_.
- The monthly maintenance fee shall be charged between the 20th-30th of every month.

### 5.3 Web Portal Configuration Fees.

- The Bank shall exempt the Member from any web portal configuration fees.

## Article 06 Settlement.

The Bank shall make funds transfer to the Member's settlement account within a day if the settlement is made before 09:00 am, except for any settlement made on Saturday, Sunday and public holidays for banks whereby the fund shall be transferred to the Member's settlement account on the next business day.

## Article 07 Void and Refund.

### 7.1 Void.

- The Member must send details of a void such as the Request ID to the Bank prior to the settlement via email or submit the void to BCEL's service counter.
- Any transaction that has already been settled cannot be void whereby a refund to the cardholder shall be made instead.

### 7.2 Refund to the Cardholder.

- If there is any change or cancellation to the purchase or order of a product/service according to the stated requirements, the Member must send the refund details to the cardholder based on the form made by the Bank which shall consist of detailed information such as the Request ID, card number, name of cardholder, expiration date, money amount, date of

transaction, refund amount and reason for the refund which shall be sent to the Bank for further processing via email or submitted to BCEL's service counter.

- In the event the Member send the refund activities to the Bank within 3 days after the transaction, the cardholder shall receive the refund in full amount. If it exceed the mentioned period, the cardholder shall receive the refund after deduction is made for each activity.

- In the event the information of the card subject to the refund has expired or incomplete and invalid, the Bank shall make further enquiry on the information for the cardholder's new card which shall be provided by the Member to the Bank.

- The Member must be responsible for the provision of any incomplete information to the Bank under no claim or complaint against the Bank.

## **Article 08 Changes to the Member's Information.**

- The Member must notify the Bank when there is any changes to the information used for the registration with the Bank, such as the merchant's address, email address, telephone number, owner or a person authorized to approve, add or reduce the number of EBC users, to change the settlement account number and so forth.

- The Member must submit a request or fill in a form for the information change with details of the changes, the Member's signature, clear name and surname and stamp. The authorized person must be the business owner as stated in the Enterprise License.

- The Member may submit documents to BCEL's service counter. In the event another person is assigned to make the submission on the Member's behalf, a letter of authorization must be made and attached with the copies of the indentify card or passport or household register of the merchant and the authorized person or the documents may be sent via the email registered with the E-Commerce product.

## **Article 09 Settlement Dispute and Resolution.**

### **9.1 Settlement Dispute.**

A dispute related to a card settlement through the E-Commerce product may arise out of the followings:

- A transaction risks such as activities that exceed 2,000 United States Dollar or equivalent, transactions with similar value that are made several times, transactions with no supporting documents and so forth.

- A fraud transaction, a transaction made from counterfeit card or from the use of other person's information to perform an activity.

- A transaction for which the product or service is not delivered or provided by the merchant as agreed with the cardholder.

- A transaction for which the product or service is not provided by the merchant as agreed with the cardholder, is a counterfeit or damage goods.

- A transaction that is made after the cardholder cancelled the purchase or order of a product/service.

- A transaction for which the merchant does not make a refund or cancellation due to the changes or cancellation to the purchase of the product/service made by the cardholder.

- A transaction where funds have been deducted more than once or more than what was agreed.

- Other transaction related to the refusal to the rights and duties as stated or not stated in the terms, rules, requirements and policies agreed between the Member and cardholder.

## **9.2 Settlement Resolution.**

### **9.2.1. Copy Request**

- A copy request is when a notification is received from the cardholder through the issuing bank requesting for copies related to the transaction activities or a copy request by the Bank to verify the Member's receipt of payment and to prevent any risk.

- The Bank shall inform the Member in writing to request for any transaction copies stated in Article 9, Clause 9.1 of this agreement or for any chargeback.

- The Member must provide documents as requested by the Bank completely, accurately and on time.

- The Bank shall not make any consideration to any document or evidence provided by the Member after the stated time.

- The Member shall be liable for providing documents that are incomplete, inaccurate or not on time.

### **9.2.2. Hold Transaction and Block Transaction.**

- The Bank shall hold a transaction that possess risk that has yet to be processed into the Member's settlement account by the Bank.

- The Bank shall block a transaction that possess risk that has been processed into the Member's settlement account by the Bank.

- The Bank shall request for copies of the transactions that were held or blocked in compliance with Article 9, Clause 9.2.1.

- In the event the Member send any document or evidence to the Bank correctly, completely and on time, the Bank shall make consideration on such document and evidence in order to unhold or unblock the transaction.

- In the event the Member is unable to provide any document or evidence to BCEL correctly, completely or on time or the document or evidence was not approved by the Bank, the Bank shall inform the Member in writing regarding the transaction being held or blocked.

- The period to hold or block the transaction is 190 days from the date of transaction.

- The period for holding or blocking the transaction shall cease upon expiration of the stated time or according to the Bank's consideration.

- In the event there is a chargeback during the holding or blocking period, the Bank shall make a notification on the chargeback as stated in Article 9, Clause 9.2.3.

- Upon the expiration of the holding or blocking period, the Bank shall make a fund transfer to the Member's settlement account based on the number of transactions that have not been chargeback. In the event the return transfer to the Member occur during the period of the Member's suspension or termination of the agreement, the Bank shall deduct the monthly maintenance fees prior to transferring funds into the Member's settlement account.

### **9.2.3. Chargeback.**

- In the event there is a chargeback by the cardholder and/or the issuing bank regarding the payment made to the Member for any reasons as stated in Article 9, Clause 9.1, the Bank shall request the Member to provide the relevant documents as stated in Article 9, Clause 9.2.1 to verify that the activity on the Member's website was performed correctly according to the procedures as provided by the Bank to the Member.

- In the event the Member is unable to provide any document or evidence to BCEL correctly, completely or on time or the Member agree to the chargeback, the

Bank shall charge the Member's settlement account based on the chargeback amount and other fees (if any) within 7 days from the date of the notification on deduction is made.

- If there is insufficient fund in the Member's settlement account, thus, preventing the deduction within the stated time, the Bank shall charge an interest on the overdraft for twice the amount starting from the date of transaction until the deductible date.

- The time period in which the Bank is entitled to make a claim for any chargeback is 18 months from the date of transaction.

- In the event a dispute could not be solved according to normal procedure, the Bank is entitled to call the Member for mediation to amicably solve any dispute, and if it could not be resolved or agreed between the parties, the dispute shall be proceeded in compliance with the laws of the Lao PDR.

## **Article 10 Amendment, Suspension and Termination of the Agreement.**

### **10.1 Amendment to the Agreement.**

- The Bank shall make official notification to the Member if there is any changes and/or amendment to the whole or any parts of the agreement. The Member shall sign the amended agreement within 7 days from the date of notification to continue using the service.

- In the event the Member does not accept the amended agreement, the Member is entitled to terminate the agreement by complying with Article 10, Clause 10.3 of this agreement.

### **10.2 Service Suspension.**

- The Member must submit a letter requesting for service suspension by indicating clear date and time for the suspension to take effect, date and time for the suspension to end, reason of the suspension, name, surname and signature. Only the merchant's owner is entitled to suspend the service.

- The Member may submit documents to BCEL's service counter or via email registered with the E-Commerce service.

- One suspension period shall not exceed 90 consecutive days.

- If the Member wish to continue suspending the service after the end of first suspension period, the Member must resubmit the suspension request.

- The request for service suspension cannot be made more than two times in consecutive period or not more than 180 consecutive days. If the Member is still unable to resume using the service, the Bank may consider terminating the agreement.

- The Member may resume using the service prior to the time stated in the request by informing the Bank in writing to resume using the platform.

- The service suspension can be performed by the Bank in the event the maintenance fees have not been paid for more than 3 consecutive months or there are many fraud transactions that occur consecutively or there is a case mediation between the Bank, Member and authority related to any illegal cases, money laundering and so forth.

- During the service suspension, the Bank shall not charge any maintenance fees for the months where the service was not used. However, the Member is liable for other transaction and liability that is yet to be fulfilled.

### **10.3 Termination.**

- The Member may terminate this agreement by informing the Bank in writing 90 days in advance.

- If the Member does not perform any rights and duties, breach any terms, rules or articles stated in this agreement, the Bank is entitled to immediately terminate this agreement without prior notice to the Member.

- The cease of operation to the Member's business for whatsoever reason shall not impact the rights and liabilities that are yet to be fulfilled by the Member as stated in this agreement.

- The Bank is entitled to terminate the agreement or to permanently stop providing the service without giving prior notice to the Member if the Member breaches the terms, rules, agreement or violate the laws of the Lao PDR which impair BCEL's reputations or properties or impair the socio-economy system and stability of the national currency or violates Article 11, Clause 11.2 of this agreement. Even if the Bank has already permanently stop providing service to the Member, the Member is still oblige and liable to its rights and liabilities that are yet to be fulfilled.

## **Article 11 Prohibitions.**

- The Member is not allowed to change or collect additional fees when the cardholder make any card payment for its product or service.

- The Member is not allowed to make any transaction that conflict with the Bank's regulations, Law on Anti-Money Laundering and Counter-Financing of Terrorism, Law on Electronic Transaction and other laws or from having an act that may cause any damage to BCEL, macroeconomy and stability of the national currency.

- The Member is not allowed to collect any card information from the cardholder who uses its service or from disclosing any information of the cardholder.

- The Member is strictly not allowed to disclose or give to anyone the user name, personal ID and login information provided by the Bank.

- In the event where refund is required to be made to the cardholder, the Member is not allowed to make payment in cash or from making making a refund to the cardholder without going through the Bank's service unit.

- The Member is strictly not allowed use other person's information to login or key-in to perform a transaction.

- The Member is not allowed to disclose or release any or all contents of this agreement to other party.

## **Article 12 Sanctions against Violators.**

- In the event the Member fail to perform the requirements, rights and duties as stated in this agreement or in the event there is a transaction that violates the Bank's regulations or laws of the Lao PDR or the prohibited clauses as stated in Article 11 of this agreement, the violator shall be provided with a written warning.

- In the event the Member act in a way that may impair the reputations and properties of the Bank or any other party or the national socio-economy, the Member shall be proceeded in compliance with the laws including being liable for all damages occurred.



### Article 13 Implementation of the Agreement.

- The Member hereby certifiy that he/she has read every requirements in this agreement and voluntarily accepts every requirements.
- The parties promise to perform the agreement sincerely and completely according to the rights and obligations, rules, terms and requirements as stated in this agreement.
- This agreement may be amended or terminated based on the conditions imposed by the Bank from time to time or based on the consent of the parties.

### Article 14 Final Provisions.

This agreement consists of 14 articles, 10 pages (excluding cover page), and is made in 2 copies with complete details and same meanings. One copy shall be kept by the Bank and the other copy shall be kept by the Member.

This agreement is effective from the date of execution by the parties.

**Member**  
(Signature and Stamp)

At Vientiane Capital, dated \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Bank**  
Represented by  
the Electronic Banking and Card Service Center

\_\_\_\_\_  
**Member's Witness**

\_\_\_\_\_  
**Bank's Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_



Reference Number: .....

Date: ..... / ..... / .....

## Authorization Letter

Attn: Banque Pour Le Commerce Extérieur Lao Public  
Subject: Authorization of a representative for banking transactions

I, (Name and Surname): .....

Place of Work: .....

Currently live in Village: ..... District: ..... Province: .....

ID/Family book/PASSPORT No: ..... Contact Number: .....

The owner of: ☐ Account Number: ..... Account Name: .....

☐ Cheque Number: ..... Amount: .....

hereby authorize Mr/Ms (Name and Surname): .....

Currently lives in Village: ..... District: ..... Province: .....

ID/Family book/PASSPORT No: ..... Contact Number: .....

**I hereby authorize this person to:** .....

.....  
.....

I confirm that this person is truly my: .....

I will be fully responsible for all problems with regards to this authorization as specified in the regulations and laws.

Therefore, This Authorization Letter is made in order to be the evidence. Hopefully, you will facilitate this person accordingly.

**Head of Village/ Authorities**

**Authority Recipient**

**Authorizer**

### Required Documents:

ID, Family book or PASSPORT (both the authorizer and the authority Recipient)

### Remarks:

- If the account has two or more signatories, the signatories must sign this letter as per the sign condition given in the account.
- If the Authorizer does not have a BCEL account, this authorization letter must be signed by the Head of Village or relevant authorities
- This Authorization Letter can use only once.