

BCEL CARDHOLDER AGREEMENT & DISCLOSURE

Banque Pour Le Commerce Extérieur Lao Public (BCEL), whose principal place of address is at No. 01, Pangkham Road, Xiengyeao Village, Chanthaboury District, Vientiane, LAOS. (hereinafter referred to as “**BCEL**”) - and -

Mr./Mrs./Miss.....

(hereinafter referred to as “**Cardholder**”);

WHEREAS at the request of the Cardholder, the Bank has agreed to issue the Card to the

Cardholder on terms and conditions set out hereinafter contained.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Article 1: Definition

1. “**The Bank**” has its abbreviation as BCEL refers to The Banque Pour Le Commerce Extérieur Lao Public;
2. “**Cardholder**” means the applicant authorized to use card (principal or supplementary) under the Bank’s agreement;
3. “**ATM**” is an abbreviation of Automatic Teller Machine, used to withdraw cash or other services through the Card using PIN Code;
4. “**EDC**” is an abbreviation of Electronic Data Capture. Shall mean an electronic device placed at the Merchant, which enables the Merchant to accept Cards for cashless payment authorized by PIN code or Cardholder’s signature.
6. “**BCEL Credit/Debit Card**” is an electronic device issued by BCEL that can be used as cash to access Cardholder’s account to pay for goods and services;
7. “**Statement**” means a document provided by the Bank to the Cardholder showing account information including Credit Limit, Available Credit, Card Activities during Billing Cycle, Minimum Payment Due and Payment Due Date.

Article 2: Purpose

1. The Cardholder applies for BCEL Credit/Debit card shall use the card (as the Type of Card stated in this application) for payment purpose, which is the part of this agreement and is subject to the regulations on the issuance, use, and payment through BCEL cards, and International Card Service Center’s Operating Regulations (Visa, Mastercard, UnionPay and JCB);
2. BCEL agrees to issue BCEL Credit/Debit Card to the cardholder under this agreement.

Article 3: Principal Card and Supplementary Card

1. The Principal Card means the card issued by the bank to the “Principal Cardholder”. The Bank may at the Principal Cardholder requests and at our discretion, issues up to two (02) Supplementary card(s) to the “Supplementary Cardholder(s)” nominated by the Principal Cardholder. The authorized Cardholder (by corporate/company or third-party accounts) shall not entitle to request for any supplementary card.
2. The Credit Limit assigned to the Principal Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder. All transactions incur on both cards shall be shown on monthly statement and send automatically to Cardholder’s email(s) from 25th of each month onwards. The Principal Cardholder shall receive statements of Principal Card and Supplementary Card(s), meanwhile the Supplementary Cardholder receives only statement of his/her own Card. The Cardholder shall not receive a monthly statement if no card activities incur during that time.
3. The Principal Cardholder is liable for all transactions incur on a monthly statement and should pay the minimum payment due or full outstanding debt on or before the due date. The Principal Cardholder shall responsible for paying all charges incurred by Supplementary Card(s).
4. The Principal Cardholder may request in a written document at the Bank to terminate the Supplementary Card. The validity of the Supplementary Card is dependent on the validity of the Principal Card. The termination of the Principal Card shall terminate the Supplementary Card.
5. Notwithstanding the above, the Principal Cardholder and the Supplementary Cardholder must comply with this agreement and the regulations on the issuance, use, and payment through BCEL cards and International Card Service Center’s Operating Regulations (Visa, Mastercard, UnionPay and JCB and etc.).

Article 4: Interests, fees and Card transactions

1. The Cardholder shall pay minimum payment due or entire outstanding debt by the payment due date stated on monthly statement to avoid interest or late payment fee charges.
2. In the case of Cardholder pays less than the minimum payment due, the interest and late payment fee charges will be included in next billing statement. The unpaid balance will be charged interest beginning on the transaction date and will continue to be charged until the outstanding debt is paid in full, which The Cardholder has to repay all the outstanding debts including interest based on the regulations set forth by the Bank.
3. The Credit Card’s monthly statement shall be sent by the Bank via email meanwhile the account statement for Debit Card can request in written document and collect at the Bank (all branches). The virtual statement is also available to view via BCELOne application.

4. The Cardholder is liable for the interest, late payment and other applicable fees arising from non-payment or payment less than the minimum payment due of Credit Card.

5. The cardholder is liable for the fees arising from cash advance or withdrawal transactions from other ATMs network.

Article 5: Outstanding Repayment (Debt Settlement)

1. Payment shall include all transactions, such as, annual fees, interests, late payment fee, cash advance/withdrawal fee, cash advance/withdrawal transactions from other ATMs network, services and goods purchasing transactions, and follow chronological order of transaction when updated in the Bank Card Management System.
2. Transactions completed by PIN entering or transactions either with or without the Cardholder’s signature shall be an evidence that the Cardholder conducted or genuinely authorized on such cash withdrawal or goods and services purchasing transaction. The Cardholder shall be liable to settles all debts and charges on the card.
3. In the case of Cardholder makes the reservation for accommodation or book the flight/bus tickets but cannot travel or fails to cancel the booking on time, the merchant shall have the right to charge the Cardholder all related service fees under the merchant’s contract and agreement.
4. The Bank shall send the monthly statement from 25th of each month onwards. The Cardholder shall have responsibility to check email periodically and should pay the minimum payment due or full outstanding debt on or before the due date. Cardholder’s liability to the Bank remains even if, for any reason, does not receive periodic statement.
5. For Automatic Payment option of the Credit Card, the Cardholder should deposit money before 12 PM or maintain enough available balance in automated account of the Auto Payment Due Date.
6. In the case of Cardholder unsure or find unauthorized transactions, the Cardholder shall contact the Bank within 7 days after received the statement. The Cardholder may request for more information about the charges, which may escalate to chargeback. The Bank may require the Cardholder to submit a dispute resolution form along with a dispute fee. If such claim is not made within the time limit, the Cardholder will be taken to have agreed to pay for all transactions in the Statement without reservation.

Article 6: Rights and Responsibilities of the Cardholder

1. The Cardholder shall have the right to use the Card to pay for goods and services or withdraw cash from ATMs and cash outlets upon this agreement.
2. In order to pay for Credit Card’s outstanding debt shown on monthly statement, the Cardholder may either apply for Manual Payment (Paid by cash at counter or via BCELOne app, anytime) or Auto Payment (Auto debit from BCEL account on Auto Payment Date).
3. The Cardholder shall have the right to collect the Card by oneself or assign a person in written document to collect the card on the authority of Cardholder. In the case of the Cardholder requests the Bank to send the card by post, the Cardholder is responsible to pay a postal company all shipment fees. The card will be activated once the Cardholder notices the Bank by phone or email after receiving a card.
4. The Cardholder shall be obliged to sign on the signature panel at the back of the card. The Merchants shall ask the Cardholder to sign on the sale slip when purchases goods or services, or cash advance by Point-Of-Sale (POS)/EDC machine. This requirement does not include mail order/telephone order (MOTO) and E-commerce transactions.
5. The Cardholder shall have responsibility to keep information of card confidentially. The card’s PIN shall not be disclosed to others either directly or indirectly. The Cardholder shall aware of a potential risk relating with the card’s transactions. The Cardholder is responsible for every successful transactions arising on the card with or without an authorization. The Cardholder must comply with the regulations on the issuance, use, and payment of BCEL, and International Card Service Centers (VISA, Mastercard, UnionPay and JCB, etc.), and Laws of the Lao PDR.
6. In order to enhance own security, it is crucial for the Cardholder to apply electronic services, such as, BCELOne application, SMS Banking and/or other applicable services in order to track and manage own card transactions.

Restrictions: Transferring card possession or disclosure the card’s PIN is prohibited.

Article 7: Rights and Responsibilities of the Bank

1. **Right and Responsibilities:**
 - The Bank shall have the right to debit all outstanding debt from the collateral amount or other assets or all accounts of the Cardholder without Cardholder’s approval and/or signature if the Cardholder fails to make a Minimum Payment Due for over 90 days.
 - In the case of Cardholder does not collect the card at the Bank after 30 days from the card issuance date, the Bank shall have the right to terminate the card and all related fees will not be reimbursed.
 - The Bank shall have the right to lock or terminate the card without prior notice to keep the rights and benefits of the Bank or the Cardholder.
 - The Bank shall comply with all regulations on the issuance of card, conditions of use, to ensure the rights of the Cardholder under this Agreement and to keep confidential information of the Cardholder.

2. The Exclusion of Liability:

- The Bank will not be liable for a failure of the management, communication system or other reasons beyond the management capacity of the Bank.
- The Bank will not be liable for all cases of negative impacts on the integrity, reputation, trustworthy of the Cardholder as a result of the recall or request for card termination;
- The Bank will not be liable for the transportation of the goods, quality of the goods or services that purchasing through the Card. Whether the Cardholder received such goods or services or not, the Bank has the right to deduct money from the account once the transactions have settled in the Banking system.
- The Bank will not be liable for any loss caused to the Cardholder by any Merchant or Cash Outlet. The Cardholder should handle any claim against or dispute with Merchants directly. If such claim or dispute arises, the Cardholder may not withhold any payment to the Bank under this terms and conditions.

Article 8: Replacement, Re-Issuance and Termination of Card

1. In case of card lost/stolen, or discover of a suspected fraud, the Cardholder may request a card replacement and shall pay the replacement fee set forth by the Bank.
2. The card’s expiry date is indicated on the card (month/year) and valid till the last day of the month. The Bank shall notify the Cardholder via pop-up message on BCELOne three months prior to the expiry date. The Cardholder shall approach the Bank or inform in written document to renew the card no later than 20th of the expiry month accompanied by the return of the old card. **Please note:** Expired card will be terminated by system within 45 days from the expiry date.
3. The annual fee of card shall be billed as a one-time charge during the same month each year and can post on statement anytime. Cardholder’s liability to the Bank remains even if the card’s status is expired but not yet closed. The system shall stop calculate the annual fee once the card has been terminated.
4. In the case of card termination either by the request of the Cardholder or by the Bank, the Cardholder’s responsibility hereunder shall remain in full force and effect until all cards have been cancelled and all outstanding debt have paid in full.
5. The Bank shall have the right to block or terminate the card in following conditions:

- In the case of Cardholder fails to pay the Minimum Payment Due after ninety (90) days from the Payment Due Date.
- In the case of Cardholder has breached the Bank’s regulations on the conditions of use set forth by the Bank or violated State Laws related to the use of the card; for instance, an incident related to fraudulent and/or risk management.
- The Bank may revoke the card at any time by sending a written notice of revocation directly to the Cardholder;
- In the case of card lost, stolen or disclosure of the Card’s PIN, the Cardholder shall immediately lock the card via BCELOne or contact Call Center service 1555 either approach the Bank by quickest possible means to request for a card replacement in written document along with replacement fee and return of old card (if any).
- In the case of Cardholder requests to terminate the card, for any reasons, all related fees will not be reimbursed. **Please note:** Fee will be applied in the case of card termination without card return to the Bank.

Article 9: Amendments to Agreement

1. The Bank may at any time amend the terms and conditions of this Agreement (including by adding new terms or removing or substituting any existing terms). The Cardholder may visit the Bank’s Website to ensure of all propose changes as the amended terms and conditions will supersede all previous agreements.
2. If the Cardholder does not agree to any such amendments, the Cardholder must immediately approach the Bank to cease use of the card. If the Cardholder do not do so or use the card on or after the date on which the changes are expressed to take effect, the Cardholder will be deemed to have accepted such changes.

Article 10: Governing Law related to Dispute Resolution

1. This agreement is governed by the Laws of the Lao PDR and the regulations on the issuance, conditions of use, and payment through international Credit Cards.
2. If there is any arisen dispute, both parties shall mutually resolve the disputes by negotiation or mediation. In the case of both parties could not reach an agreement, each party shall have the rights to bring a legal action by the court of the Lao PDR. **Article 11: Cardholder Enforcement**
 - This Agreement has 2 pages, and made into two original copies with identical content. The parties to this Agreement have reviewed and agreed that it meets their objectives, and agreed to sign the Agreement as an evidence for its execution. This agreement shall come to force from the date of signing.

Banque Pour Le Commerce Extérieur Lao Public

Cardholder



BCEL Prepaid Mastercard Conditions of Use

BCEL Offer Prepaid Mastercard in 3 types: **1. My way Prepaid Mastercard:** Unique with Cardholder’s DIY card design, available to create personal design by access the website <https://bcelmyway.com> and present the register code to a bank officer accompanied by application form to apply for the card. **2. Standard Prepaid Mastercard:** A general standard card (Cannot create Cardholder’s DIY card design) **3. Virtual Prepaid Mastercard:** A digital card available for ONLINE purchase ONLY (Physical or Plastic card is not provided).

- BCEL Prepaid Mastercard can use for any transactions*, such as, purchase via POS, E-commerce and cash withdrawal at ATMs worldwide that accept Mastercard (*Exclude Prepaid Mastercard Virtual).

I. Tariff guide for BCEL Prepaid Mastercard Conditions of Use

- Applicant for Prepaid Mastercard is required to open/to have at least one account with BCEL for identification purposes.
Please note: BCEL offers only principle card, supplementary card is not available.
- A Prepaid Mastercard is not linked to a bank account and tied to a previously topped-up cash balance (Cardholder can top-up card in USD via BCELOne or with the bank tellers). Purchases made with prepaid card are checked for approval against existing funds.
- In case of card replacement: Once a new card issued, all existing available balance from old card will be transferred to a new card by a bank officer. **Please note:** Balance transfer is not allowed if there is any pending transaction(s) exists on the old card.
- In the case of card termination: Existing available balance in card shall return to the Cardholder in LAK Currency. However, if a card previously topped-up in USD currency ONLY (not multi-currencies topped-up), Cardholder may request the bank to return available balance in USD. **Please note:** Card cannot be terminated and existing balance will not be returned if there is any pending transaction(s) on the card.
- Cardholder is allowed to transfer available balance from one to another card by writing a request form with the bank tellers. **Please note:** Balance transfer is not available if there is any pending transaction(s) exists on origin card.
- To enhance own security in card payment, it is crucial for the cardholder to apply electronic products, such as, BCELOne application, SMS Banking, and/or other applicable products in order to track and manage own card transactions.
- The Cardholder shall receive the alert messages via BCELOne after missing to pay the fees or pending transactions for two consecutive months. In case the Cardholder fails to make a repayment after the third month, the Bank has the right to deduct from any of BCEL bank accounts of the Cardholder. In case the Bank cannot collect all pending fees, the card shall be terminated by system. The customer has to reapply for a new card and pay for all the service fees as regulated.
- Cash withdrawal (Cash advance) from ATM of other banks’ networks and from EDC (Either BCEL or other bank’s network) is 3% (Min 3 USD)/transaction (Only available for Physical card). For other fees, such as, express issuance, replacement and other related fees that may applied will be charged based on the prescribed fees that BCEL bank has introduced periodically. **Please note:** The transaction currency is different from local currency; please refer to the daily exchange rate at BCEL. In case transaction currency is Non-USD, 1% conversion fee will be applied.
- The Bank reserves the right to terminate the card prior notice to the Cardholder and all related fees will not be reimbursed if the Cardholder does not collect the card at a bank **after 30 days** from the card issuance date.
- In terms of contract cancellation: the Cardholder may terminate the card anytime by writing card termination form at the Bank accompanied by the return of the card and full clearance of all pending amount owing the Bank in connection with the card.

II. Card limits and Fees

Card Type	Joining fee (USD)	Top up Limit/day	Annual fee (USD)	Top up fees	
				Amount (USD)	Fees (USD)
Virtual Prepaid	10	From 10 – 5.000 USD	Free	Less than 500	0,5
Standard Prepaid	15	From 10 – 5.000 USD	Free	500,01 - 1.000	1
My Way Prepaid	20	From 10 – 5.000 USD	Free	1.000,01 - 3.000	1,5
				3.000,01 - 5.000	2

Descriptions	Prepaid Mastercard (All types)	
	Domestic	International
Daily purchase limits (USD)	3.000	5.000
Daily purchase counts (Times)	15	20
Purchase limits/transaction/day (USD)	3.000	5.000
Daily cash advance limits (USD)	1.000	1.500
Daily cash advance counts (Times)	10	15
Cash advance limits/transaction/day (USD)	1.000	1.500
E-commerce counts (Times)	15	20
E-commerce limits/transaction/day (USD)	3.000	5.000

Remark: Fees and Credit limit are subjected to change based on the prescribed fees that BCEL bank has introduced periodically.

These conditions and guidelines have been made in 1 page, and 2 original copies with identical content. By signing herein, I, cardholder, have read and understand all the conditions of Use stated, accept and agree to strictly obey rules and regulations set forth by the Bank.

(The Cardholder shall keep one copy)
Cardholder’s Signature