

TERMS AND CONDITIONS for TUITION LOAN

The following Terms and Conditions shall govern the use of service provided by Cambodia Asia Bank hereafter referred to "TUITION FEE LOAN".

The terms and conditions listed in this document do not represent all the terms and conditions under which the banking products and services are provided. Additional terms and conditions may be implied by laws and other relevant terms and conditions such as Product Specific's Terms and Conditions will apply.

You shall review the Specific Product Terms and Conditions and other relevant terms and conditions such as The General terms and conditions and CAB Bank Mobile Terms and Conditions here after called "Other Terms and Conditions" before applying for the service. You can find Other Terms and Conditions on CAB's website and/or in-branch counters.

This Terms and Conditions shall form an integral part of the CAB's General Terms and Conditions governing the use of the account and its facility, hereafter called ("General Terms and Conditions"). The definitions used in the Tuition Loan Terms and Conditions shall have the same meanings as described in the General Terms and Conditions; unless otherwise, the context requires to be defined differently. To the extent that there is any conflict between said terms and conditions, the Specific Terms and Conditions shall prevail.

1. USE OF CAB BANK MOBILE APPLICATION FOR LOAN APPLICATION

For the purpose of Tuition Fee Loan, the Bank makes available of loan application through CAB Bank Mobile Application. You must apply for loan by submitting Primary Information to CAB Bank Mobile Application in order for assessing the loan eligibility limit. After you successfully submit the Primary Information, the Bank's officer will contact to you shortly. For the avoidance of doubt, if you receive a contact from the Bank's officer, it does not mean that your loan request is successfully and completely approved. CAB Bank Mobile Application will transmit your Primary Information to the Bank for further assessment, and that you will be required to provide other information and documents as instructed by the Bank. Failing to provide required information and documents is deemed giving up on the loan request. The Bank may approve or reject your loan application after conducting comprehensive assessment by provide notice to you within 7 business days.

2. ELIGIBILITY

2.1 Tuition fee Loan will only be applicable to parents / guardians whose has met the eligibility criteria as determined by the Bank.

2.2 Likewise, the parents / guardians are also required to meet the certain eligibility criteria as determined by the Bank before Tuition Fee Loan can be offered.

2.3 The eligibility criteria may be informed by bank's officer.

2.4 The request for Tuition Fee Loan shall be made via CAB Bank Mobile Application at least prior 7 business days before the due of the school invoices

2.5 The Bank reserves the right to refuse to offer Tuition Fee Loan to any Customer for any reason at its absolute discretion and without giving reason of refusal.

3.YOUR CONSENT

Before using the service, you agree that:

3.1 You have carefully reviewed and read this Terms and Conditions and fully understood relevant provisions.

3.2 You have accepted and agreed TO BE BOUND by this Terms and Conditions irrevocably.

3.3 You have carefully reviewed and understood the service to be offered to you. Nothing in the Terms should be construed as a representation or recommendation by us concerning the service we will be providing to you. You should

seek independent legal, financial, tax and other relevant advice before deciding whether to apply for any Service. You agree to comply with all applicable laws and regulations and follow any instruction or security procedure which we provide or make available to you in relation to any Service.

3.4 You represent and warrant to us that: (a) you have the capacity to subscribe the Service; (b) your subscription to the service does not and will not conflict with any law or regulation applicable to you.

3.5 Bank may update this Terms and Conditions without prior notice to you by posting such changes in the Bank website, or on other channel which is deemed fit and it shall be afterward legally binding you and the Bank.

3.6 The Bank at its sole discretion can conduct a search on your credit history with Credit Bureau of Cambodia ("CBC") before or after approving the service for you.

If Credit Bureau of Cambodia ("CBC") check is done after the loan drawdown, you agree that the Bank has the right to recall all the facilities including but not limited to its principal and any of the interest if the Bank has found out that your credit history at CBC disqualifies you from obtaining the service.

3.7 You have established, agreed unmistakably, and given your consent to this Terms & Conditions.

4. DISCLOSURE OF INFORMATION

You hereby give your consent for disclosure of your financial and personal information, so long as the loan remains outstanding, to Credit Bureau of Cambodia, National Bank of Cambodia, auditors or any other government bodies or any adviser, employees in charge of the Bank. You hereby indemnify the Bank against all consequences that may arise due to any of the acts.

5. COMMUNICATION

5.1 You must provide us with correct and complete contact details, so as to enable us to send you any communications to you in respect of any Service and you must notify us as soon as possible if your contact details change. Our contact details shall be: (a) in respect of a given Service, as set out in any document which we send to you in connection with that Service; (b) as stated in our website; or (c) as otherwise notified to you from time to time.

5.2 We may record any telephone conversation held between you and us and you agree that we can use such records or the transcripts for quality control purposes and in any dispute.

5.3 Where we send a Communication to one of your trustees, partners, or officers, then such Communication shall be deemed to be received jointly by all trustees, partners and/or officers.

6. CUSTOMER'S OBLIGATION

6.1 You must ensure that you have enough capacity permitted by law to borrow or use the service provided by the Bank.

6.2 You must ensure that you are eligible for the service as stated in the Bank's product terms and conditions before you apply.

6.3 You must not falsify any information provided to the Bank.

6.4 You must communicate to the Bank the issues you are having for resolution by us instead of posting into social media which may defame the Bank's reputation.

7. BANK'S RIGHTS

7.1 Bank may change the contents of this Terms and Conditions and/or create new Terms and Conditions at any time by posting to other digital communication channels, or by displaying at our branches. The changes will take effect on the date specified in the notice. Should you continue to keep or use the service after the specified date, you will be deemed to have accepted the changes without reservation.

If you do not accept the changes, you must stop using the service.

7.3 We may vary or modify any Service and/or terms and conditions of any Agreement at any time in order to comply with any exchange control requirement or any law or regulation.

8. TUITION FEE LOAN APPLICATION

8.1 Before applying for the tuition loan, you declare that

- You are currently being a parents / guardian of student who study with CAB partner school and
- You are considered in a good standing and have no overdue or unpaid financial obligations with other financial institutions.

You agree and acknowledge that falsification of information will be subject to an immediate loan recall or settlement and you will be liable and fully responsible for any consequences resulting from your actions under the Law of Cambodia.

8.2 Tuition Loan application is offered via CAB Mobile Application. Therefore, you are required to be an Active CAB Mobile application and open tuition fee account before you can apply for the service.

8.3 Only the loan applicant who has Tuition Fee Account with CAB is allowed to request for Tuition Loan.

8.4 It is mandatory that a credit history check on you with an independent party will be done before the Bank can offer you the service. Such check will incur some fee which is not refundable whether or not your application for the service is approved or declined. You may find the published fee in our specific product terms which may be available in our Bank's premise.

9. TUITION FEE LOAN DRAWDOWN

9.1 Only active Tuition Fee Account is eligible for loan drawdown. The account with status frozen, credit block, dormant, or close won't be permitted to drawdown loan. You are therefore advised to reactivate the Tuition Fee Account before the loan drawdown.

9.2 The Bank will disburse the loan into your Tuition Fee Account upon the following conditions are met:

- You are eligible for the loan as stated in our specific terms of the product
- You have accepted and agreed to be bound by this terms and conditions and
- You have confirmed taking the tuition loan via mobile app by providing a correct authentication.

10. TUITION LOAN TENOR, INTEREST RATE, AND LOAN AMOUNT

10.1 The Bank has set the maximum tenor and amount for tuition fee loan as described in the specific product terms. You may not request the loan tenor larger than what is specified by the Bank.

10.2 You may also find the interest rate as specified in our product terms and conditions.

10.3 If you are eligible for tuition fee loan, the loan amount you can borrow will be calculated by the Bank.

10.4 The approved loan amount is calculated based on 25% of your average monthly net income and multiplied by 10 times as defined by the Bank from time to time.

10.5 The loan interest will be accrued daily and calculated based on 360 days basis.

11. TERMINATION OF THE SERVICE

11.1 The service may be terminated by you and by the Bank.

11.2 You may cancel the service by repaying all the tuition fee loan with the Bank; the Bank may also cancel the service by notify the same to you. Likewise, when CAB partner school cancels the MOU with the Bank, the Bank will also cancel the service offered to you.

11.3 When the service is terminated either by the CAB partner school, by the Bank or by you, the Bank requires you to settle the loan with us immediately although schedule to terminate the service will happen in the future or whether or not CAB partner school has informed you about such cancellation prior to submission of the MOU cancellation request to the Bank.

11.4 When the Bank recalls your loan, the Bank will immediately settle the loan you currently have with us. If you have more than one Tuition fee Loans with us, we will settle the first loan you borrow from the Bank and followed by the 2nd and the 3rd and so on. if you have sufficient balance in your tuition fee account, we will settle all your loan outstanding and your loan with us is considered as "Settled". On the contrary, If you don't have any sufficient balance in your tuition fee account, we will debit any available balance in the account and make an amount block for the unpaid repayment amount, which is equivalent to the total loan principal plus interest, on the day the recall is made. However, you need to notice that the amount block on the day of the loan recall is not the total repayment amount you will be paying to settle the loan(s); the total repayment amount will increase as a result of the daily interest accrual on the loan amount you have with the Bank.

11.5 You may settle your loan by crediting some money into your tuition fee account immediately so that the Bank will settle your loan at the end of the day.

12. LIABILITY AND INDEMNITY

You acknowledge and agree to indemnify the Bank, its employees, agents, representatives and nominees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which the Bank may incur or suffer by reason of:

- a. Your using of the service and fail to perform your obligations under this and other terms and conditions
- b. You are negligent toward your obligations as set out in this terms and conditions.

13. BANK CHARGES

From time to time, the Bank may at its discretion revise fee and charges related to the service you are using. You are deemed to have accepted the new revised fee and charges if you continue using the service. To avoid such charge, you shall stop using the service or communicate to the Bank for resolution if any.

14. MISCELLANEOUS

14.1 The Terms & Conditions shall apply in full and in addition to all Other Terms and Conditions applicable to the Customer in connection with its services and facilities from the Bank. The provision of all services and facilities offered by the Bank is subject to the Customer's acceptance of all related terms and conditions. Non-acceptance or breach of the Terms & Conditions shall result in the immediate withdrawal of such services or facilities.

14.2 By subscribing for the service whether in a paper-based or electronic form, the Customer confirms that all information provided by them is true, accurate and up-to-date and the Customer has read, understood and agreed to be bound by the Terms & Conditions respectively. The application process is an integral part of the Terms & Conditions. The Bank may, at any time, request any additional information as reasonably necessary and the Customer shall promptly comply with any such requests.

14.3 The Bank expressly reserves the right from time to time, at its absolute discretion, to amend these Terms & Conditions and modify any information issued about the service. You must periodically review these Terms & Conditions and information issued about the service. Your continuous usage of the service shall be deemed that you have agreed and accepted the Terms & Conditions and any of its amendments and modifications thereto.

14.4 If, at any time, any provision of these Terms & Conditions is or becomes illegal, invalid, or unenforceable in any aspect, neither its legality, validity nor enforceability of the remaining provisions shall in any way be affected or impaired by the same.

14.5 Any breach of these Terms & Conditions by you may, at the Bank's absolute discretion, result in the immediate termination of the service.

14.6 Any information given by the Customer will be deemed to be correct and the Bank will be entitled to use it without any obligation to verify such information for security, administration, or any other purposes. Such information will, upon submission, become the Bank's property.

14.7 Notwithstanding anything to the contrary in the Terms & Conditions, the Bank shall at all times be obliged to comply with all rules and regulations of any applicable governing authority, including but not limited to the National Bank of Cambodia.

14. LANGUAGE

This Terms & Conditions is available in Khmer and English. In the event of any discrepancy between the two texts which results in a legal dispute, the Khmer language shall prevail.

15. GOVERNING LAW AND JURISDICTION

This Terms & Conditions shall be governed by and construed in accordance with Cambodia laws. Any dispute arising from these Terms & Conditions shall be subject to the exclusive jurisdiction of the Courts of Cambodia.