

# MERCHANT KHQR TERMS AND CONDITIONS

March, 2025



# SBC KHQR TERMS AND CONDITIONS

Shinhan Bank (Cambodia) Plc (hereinafter called "**SBC**") set this Terms and Conditions for governing the using of all Merchants in case of technical/system error occurs after applying KHQR service.

If you apply for using Shinhan Bank KHQR (hereinafter called "**SBC KHQR**") mean you have read, understand, and accepted all terms and conditions that the bank provided. SBC may revise these terms and conditions at any time. If you continue to use SBC KHQR service after the previous one officially changed, you are considered accepted all of them. If you prefer not to accept these terms and condition, please do not proceed SBC KHQR immediately.

By signing the Merchant Application Form or accepting My Merchant Service, Merchants agrees to be bound and comply with these Terms and Conditions.

Through these terms and conditions, Merchants will find out some useful information, KHQR service overview, Merchant fees and charges, both SBC obligation and Merchants', and dispute handling.

#### 1. Definitions

In this Terms and Conditions, you might need the definition of the following words:

- "SBC" mean is Shinhan Bank (Cambodia) Plc.
- "KHQR" a standardization code specification that help promoted wider use of mobile retail payments in Cambodia and provide consistent user experience for merchants and consumers.
- "Merchant" an individual or an entity to sell goods or provide service to customer.
- "Single Currency KHQR" refers to the KHQR which is issued for merchant include two payment currency accounts (KHR and USD). When user scan on that QR, user can select account to make payment. The receiver currency will be based on sender selection.
- "My Merchant Service" refers to the SBC KHQR service that allows both individual customers and businesses to register new merchants and existing customers to log in to control, as well as manage and monitor the main functions of merchants such as Sales Analysis, Sales History. Merchant can also request the QR Print and convert normal account to merchant account to get high interest rate by SOL Mobile Banking App.
- "PIN Number" refers to bank account password that will used to log in SOL app or make payment.
- "Static QR Code" Refers to a Payment QR Code with fixed information about Merchant only, not about the pricing of the Merchant's goods or services. When using this code to make payments, Customer is required to manually enter the purchase amount on his or her mobile banking application.



- "Dynamic QR Code" Refers to a QR code generated electronically for the Merchants that contains details of the Merchant's business and products, including information about the price of a particular good or service. When using this code to make payments, the Customer does not need to enter the exact price of the good being purchased, as this price is included in the QR Code.
- "Transaction" an agreement between a seller and buyer for transferring goods, services, or financial assets in order to exchange for money.
- "Risk" bad things that possibly happen at any time.
- "Fraud" a deceptive conduct which done by someone in the aim of getting an illegal advantage to harm others.
- "Currency" the money used in particular countries in form of paper or coins which issued by government and accepted at its face value.
- "Eligibility" being able to do, to choose, or receive something.
- "Beneficiary Account" the bank account, which receive money from buyer, customer or someone, have transferred.
- "Dispute" an argument or disagreement was made between two parties or more.
- "Policy" a rule or plan of action of a bank.
- "SOL Mobile Banking" an application of SBC which allow you to use with various functions such as Balance inquiry, transferring and receiving money.
- "Individual Resident" a person who considered as Cambodian.
- "Obligation" something by which a person is bound or obliged to do certain things.
- "Authorized Person" a person who has official permission to do something.
- "Guidelines" a set of rules or instructions that are given by the bank.
- "Hash Number" Transaction verification number.
- "Restricted Activities" actions that are prohibited.
- "We", "Us" and "Our" refer to Shinhan Bank (Cambodia) Plc.
- "You", "Your" and "Their" refer to SBC KHQR Merchants.

#### 2. SBC KHQR Service Overview

- **2.1** SBC KHQR supports all Merchants in accepting cashless payments from customers in real time in store.
- **2.2** All SBC customers, both individual customers and businesses are able to register a new merchant in the SOL Mobile Banking App through My Merchant Service without having to sign any bank forms or visit SBC branch.
- **2.3** All SBC Merchants can make and accept KHQR payment as well as control all feature of merchant transactions in My Merchant Service.
- **2.4** All local banks which are the members of Bakong and SBC accepted and provides Merchants with no fee charges included when making any transactions with KHQR scanning both in and out payment.
- 2.5 All SBC Merchants can make any payment of KHQR service through SOL Mobile Banking App.



- 2.6 Alert system will be processed with SOL Mobile Banking App notification and Telegram message.
- **2.7** SBC will record any transactions processed by the use KHQR Scanning on SBC KHQR shall be conclusively and binding for all subject purpose.
- **2.8** Any various terms and conditions related your SBC account and Sol Mobile must be subjected to apply.
- 2.9 Transaction Limitation

Account Type	<b>Transaction Type</b>	Per Transaction	Per Day
E-KYC	Inward	No Limit	No Limit
(Digital Saving Account)	Outward	1,000 USD	1,000 USD
Full KYC	Inward	No Limit	No Limit
	Outward	5,000 USD	5,000 USD

# 3. Eligibility

- 3.1 Merchant can apply SBC KHQR service when the age is not less than 18 years old.
- **3.2** Merchant is eligible to use KHQR service in term of SBC's account is owned and must agree with terms and conditions that the bank offered.
- **3.3** Merchant must be an entity who is considered as Individual, Individual business, and Corporation.
- 3.4 Merchant is an Individual Resident or Individual (Foreigner) begin resident.
- **3.5** Merchant who owns some documents base on business type such as:
  - Individual/Individual (foreigner) being resident: Original ID card or original valid passport
    valid visa, Tax registration (if any)
  - ❖ Individual business: Original ID card or original valid Passport & valid visa, Business permission letter from related ministry, Paten or Tax registration.
  - Corporation: Original Certificate of Incorporation (from MoC), Latest original of Memorandum and Article of Association, Latest original of Patent or other tax registration equivalent, Board of Director's or Director's resolution to authorize/permit/ appoint personnel(s) to open and/or operate an account, Original National Identification Card or Passport & valid visa of all directors, shareholders/partners and authorized signatory(s), and Company's Stamp/Seal (follow opening account conditions).
- **3.6** My Merchant Service allows customers who own individual customers and businesses to apply for a new Merchant in the SOL Mobile Banking App:
  - ❖ Individual Customers: Must be eligible to utilize the SOL Mobile Banking App and have at least one valid account. Merchants can be used instantly if they are already registered.
  - ❖ Individual Businesses: Must be eligible to utilize the SOL Mobile Banking App and have at least one valid account. Due to the Individual Business, supporting documents must be upload. Cambodia National ID Card, Business Permission Letter, and Paten or Tax Registration are required to upload as clear image. Merchants can set "Merchant Name" depending on their business name. To register as "Merchant Name", you need take a wait until your request is



- reviewed and approved by SBC. And system is going to send notification when the request is approved.
- **3.7** Merchants can easily convert their account to a Merchant Account by using "Get More Interest" function in the SOL Mobile Banking App to get higher interest from SBC. For more detail Merchant Account information, please refer to Shinhan's website.

# 4. Merchant Obligations

- **4.1** All Terms and Conditions that SBC has established are supposed to keep confidential. You are not allowed to disclose these Terms and Conditions unless you're permitted by the bank. If the bank finds out the misconduct of information disclosure, you must resolve according to the bank procedures.
- **4.2** SBC offers the functionality of Sale Analysis on My Merchant Service through the SOL Mobile Banking App to allow Merchants to monitor and manage their sales transactions by weekly, monthly and yearly. This function also displays flexible sale information and based on the period selected.
- **4.3** When registration, a merchants are required to links two currency accounts: KHR (Main) and USD for flexible payment acceptant.
- **4.4** Through My Merchant Service, you as merchant are able to generate two forms of payment QR code for use by customers: the static QR Code, which contains information about your business, or the dynamic QR code, which contains information both about your business and about the price of your goods and/or services.
- **4.5** When using the static QR code, which does not include within any pricing information, Merchants is required to verify amount properly and agree to the amount has to be transferred or received. Merchants must also alert their customers to check beneficiary account of account name and account number before transferring to avoid transferring wrong account. However, when using the Dynamic QR Code, you are responsible for entering the exact price of the good or service to allow the customer use the QR code with appropriate amount.
- **4.6** Merchants are required to store all successful transactions by yourself for transaction is recorded in Telegram and SOL app (My Merchant Service), sale receipts, and other evidences, for example, you could take photos after making transactions. This maintaining is very essential for Merchants and the Bank in case of some risks arise include unsuccessful transactions, transferring to wrong account, technical errors, or fraud in various images. This transaction information must be kept as confidential and can be accessed by only authorized person.
- **4.7** Merchants can monitor transaction details and download E-Statement in the SOL Mobile Banking App through My Merchant Service. Merchants can review all transaction details that customers paid by KHQR. Additionally, Merchants can download the E-statement as PDF or excel of the sale transactions based on the period selected. Merchants must maintain the your confidentially financial information (User name and account number).
- **4.8** Merchants can reverse the transaction amount to your customer by using "Refund" function in transaction history without input again the receiver account number based on agreement between you and your customer.



- **4.9** All applications and documents which submit to SBC, Merchants must provide the accuracy and completeness of information or data.
- **4.10** Existing and new Merchants can request the QR print in the SOL Mobile Banking App through My Merchant service. SBC will notice Merchants when the QR print is ready. If Merchants does not receive a call from the SBC within 3 days, Merchants must contact SBC for an update status. Merchants can register the QR print and point the pickup location at the nearest branch.
- **4.11** Any significant changes have been made with your business, you must visit branch to update your business information in which affects the KHQR service principle. Those changes shall be:
  - Merchants must visit branch to sign the SBC Form, which must be bring with the customer's National ID or Passport.
  - Business ownership handover and partnership termination.
  - Selling products which is not related to basic business type.
  - Unauthorized person accesses your transaction data.
  - Business supporting document.
- **4.12** When any mistakes or errors of KHQR service occur, Merchants need to identify and report them to SBC immediately. SBC will investigate the errors and resolve them. If customers can't make payment through KHQR, Merchants must request them to pay by cash. When errors have been solved you can accept with KHQR as normal.
- **4.13** Merchants have to create policies for your customers with KHQR scanning in order to offers such important guidelines to reduce risks that might occur before the purchase has been made. Account currency is selected by scanner and KHR currency is default account.
- **4.14** Merchants may request SBC to terminate any time by giving the SBC notice of termination for the bank need to arrange relevant documents to ensure that the KHQR service has been terminated properly as the bank's policy.
- **4.15** If Merchants close payment account at SBC, all payment transaction or merchant generated and displayed QR Code in relation to that accounts will also be cancelled.

#### 5. SBC Obligations

- **5.1** SBC supplies necessary and required items such as printed KHQR and other items related to KHQR service includes Merchant's KHQR Standee, Merchant's KHQR Name Tag, KHQR Sticker, and Bill Cover. In case of KHQR damaged, lose, or adding request, Merchants need to provide acceptable reason to SBC to request new KHQR.
- **5.2** SBC is responsible to assist and support Merchants in term of technical mistakes or errors caused by bank arise while making transactions.
- **5.3** Any problem, questions, transaction history and status (in case customer does not use the SOL App) which the customer encounters by contacting the Contact Center for support during business hours (please refer to website <a href="www.shinhan.com.kh">www.shinhan.com.kh</a> for the business hours), or the customer may send email to sbc@shinhan.com.



- **5.4** SBC will notify Merchants when there are any noteworthy changes made by bank to KHQR service. This aims to keep Merchants up to date with Terms and Conditions.
- **5.5** The bank will handle any disputes which cause by bank side so Merchants could raise those cases and we will consider to resolve them at any available time.

# 6. Merchant Liability

- **6.1** Merchants must acknowledge that if you replace the exclusive information of the bank without permission, you **will face with legal action**.
- **6.2** Any fraud or negligence or contravention of SBC KHQR Terms and Conditions conducted by you, you will be liable for any risks and loss which might occur.
- **6.3** You agree to face and resolve any issues arising with the bank without hesitation.

## 7. SBC Liability

- **7.1** SBC shall not liable for all loss caused by merchant with KHQR Terms and Conditions breaching referring to fraudulent acts while using KHQR service intentionally.
- **7.2** SBC accepts no liability for any loss regarding to data of bank's transactions in terms of connection failure, interruption, suspension or delay in the SOL Mobile or My merchant service (include the transmission of any alerts or notifications or receipt of any instructions) due to any and all factors not under the banks' reasonable control.
  - Fail to maintain power supply, for example, power is cut off while system is operating and it might cause data loss or operation unsuccessful.
  - Data damaged or loss which caused by anonymous person to hack your devices or the virus attacks your system.
- **7.3** SBC is not be liable for loss or risks as a result of natural disaster, terrorism, revolution, vandalism, and recession since they are spontaneous and unpremeditated incidents.

#### 8. Dispute Handling

- **8.1** Merchants shall report all errors or disruption to SBC by providing sufficient transaction information with Sender bank name, Merchant name, Transaction amount, Hash number (08 digits), and Transaction mobile screenshot.
- **8.2 Errors/disruption caused by bank side:** SBC identifies the error in which it caused by bank.
  - The bank will resolve for Merchants immediately after errors have been found based on banking system and actual policy. Merchant must contact SBC through Contact Center or SBC branches.
  - ❖ Any complaints merchant must report to bank within 03 business days after the errors occurred between scanner and beneficiary merchant are SBC customer. SBC is not responsible for losing balance in case late report or submission than period noticed.



#### 8.3 Errors/disruption caused by other parties:

- ❖ The SBC takes no responsibility to resolve the errors which are not caused by the bank in term of other bank side's technical error and lead to get high risk of balance loss, purchase cancellation have been made by customers, and scanning to wrong account or amount. Merchant need to seek for any resolutions with the relevant parties for the better result.
- ❖ In case duplicate processing, the customer scan to pay to merchant's account twice due to the connection failure which this case is not caused by the bank, then the bank has no responsibility to refund any amount or take any actions.
- ❖ The SBC has no obligation to resolve any frauds conducted by other parties such as using tricky methods to create fake KHQR and replacing the original KHQR and divert the payment to own account.
- Bank has not the right to refund payment of problem goods and services. Customer and merchant must solve this problem.
- **8.4** After the cases have been resolved by SBC, our contact center or branch staff will contact Merchants to confirm the amount was credited to account. Merchants must check and verify that amount properly and if any concerns had, you could contact us back immediately.
- **8.5** Any disputes between the Merchants and SBC shall be settled in accordance with the Bank's general terms and conditions, which is governed by Cambodian law.

#### 9. Merchant Restricted Activities

- **9.1** SBC KHQR service is subject to use for business and legal transactions. It is not allowed to use for unreasonable or illegal things.
- **9.2** Charging additional fees from customer is prohibited. If Merchants abuse this clause, SBC has the right to suspend your KHQR service immediately.

## 10. Anti-Money Laundering

- **10.1** The Merchant agrees to exercise their rights and perform their obligations under the merchant contract and/or this Terms and Condition in accordance with all-applicable anti-money laundering. The merchant must forthwith provide to SBC all information and documents that are within their possession, custody or control reasonably required by SBC in order for SBC to comply with anti-money laundering laws or regulations.
- **10.2** The merchant agrees that SBC may disclose any information concerning the merchant to any law enforcement entity, regulatory agency or court where required by any applicable laws.
- **10.3** Notwithstanding any other provision contained in the Merchant Contract to the contrary, SBC is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering.



#### 11. Other Condition

The merchant agrees that SBC may at any time revise this Terms and Conditions, related Fees and Charges, General Terms and Conditions, other Terms and Conditions of related services for merchant KHQR. SBC shall serve a notice to the merchant through customer's email which registered in our bank as well as uploading in SBC home page. Such revised Terms and Conditions shall take effect from the date as specified in such notice but shall not earlier than 07 days from the date of such notice. If the merchant disagrees with any revised Terms and Conditions, the merchant may terminate contract in accordance within 07 days from the date of notice. In case the merchant does not terminate contract in this period, the merchant acknowledges and agrees that they shall be deemed to accept such revisions.

# 12. Law Governing

We declare this terms and conditions are governed by the law of Cambodia. All unresolved disputes will be referred to the courts of Cambodia. It shall be referred to and resolved by arbitration in the Kingdom of Cambodia regarding to the dispute's question's performance, validity, and termination. We use Khmer and English language for arbitration.