



អង្គការមេត្តាស្រួចមីកម្ពុជា CAMBODIAN CHARITY ORGANIZATION

I. Operation Rule of the CCO's website Term & Condition for Donation

1. We will operate the CCO's website to enable donors to make donation or payments to CCO account by credit and debit card for charity activity and supports to poor people in Cambodia as donors saw and interested to support them as individual or community. Donation to promote Children's Education via Building classroom, support Student's equipment providing Safe Water dinking for those children and young adult that less Safe Water for drinking, we provide Purification Tablet and Pump Machine for rural student at school and villagers by donation. We had Team support service technical repair for sustainable development. The donation can be made to the CCO's account in ADVANCE BANK OF ASIA LIMITED through website by donors either fundraisers, individual, or groups who wish to donate to CCO's activities or donations as a gift or in kind like Water Purification tablets or Water Purification Pump (the villager feel safe to using water and get power supplier for lighting and solar water Purification pumps and others things for charity purpose. The CCO will not accept donation for any political party supports and other non-charity fund.
2. We will process credit and debit card payments / donation through ABA Bank and using ABA Bank's merchant acquiring bank arrangements. Although we provide the service without charge, you must pay for the credit and debit card charges we incur in processing donations made to you, and these will be deducted from payments we make to you without any fee or commission being added by us.

II. Donation/Payments

1. Any chargebacks or other amounts rejected by the merchant acquiring banks for whatever reason will be referred back to you. Any amounts due in respect of chargebacks will be deducted from donation or payments we make to you, and you agree to pay to us any shortfall if there are insufficient funds due to you to cover the amount outstanding. Donors must decide clearly before his/her/ their donation made to avoid conflict after donation.

III. Data protection

III.A. Cambodian National Donors

1. If a donor subsequently asks for their details to be removed from the CCO's website, we will delete their personal data from the CCO's website records. You agree to regularly update your own records and also to only use the CCO records applicable to you in respect of any donor personal information captured using the Service to ensure that you do not contact donors who have withdrawn their consent to be contacted by you.
2. Both parties agree that they act as a Data Controller in respect of any donor personal data which they process in connection with the provision and receipt of the Service and we both agree to comply with our respective obligations under the Data Protection Act 1998 and any other data protection, privacy or similar laws in connection with any donor or other personal data which may be processed by either party during the operation and use of the Service. You agree to provide us with such help and cooperation as is reasonably necessary or requested by us to enable compliance with this Clause.
3. Cambodian Nationality Donors can make payment through online transfer during the Period by logging on to "www.cambodiancharity.org" ("CCO's Website"), choosing the Donation's Button, and following the instructions therein to make the Donations upon which the Donor shall be redirected to website of the Bank i.e. "www.payway.ababank.com" ("Bank Website") to complete the Donation transaction. The Donations received through this payment mechanism shall be directly deposited into the NGO's Bank Account/Campaign Account.
4. You understand and agree that in addition to these Terms and Conditions, the Donor shall also be bound by the terms and conditions of the Bank Website and/or any additional payment gateway service provider while making Donations towards a NGO(s) on the Bank Website and/or once he/she has been redirected away from the CCO's Website. Cambodian Nationality Donor also understands and agrees that the personal or sensitive personal information provided by the Cambodian Nationality Donor on such third party websites shall be subject to the terms of such third party websites and CCO shall not be liable for the same.
5. In case of any network failure and /or technical failure in accessing the CCO Website and /or Bank Website and/or the NGO Website and /or unclear network, breakdown of machinery, disruption of network and/or for any reasons whatsoever, CCO reserves the right to at its sole discretion to cease accepting Donations from the Cambodian Nationality Donor (s), in any manner as it may deem fit and necessary. In addition to the aforesaid, CCO shall not be liable and /or responsible in any manner whatsoever in the event of any malfunction/fault /failure/disruption while making Donations on the Bank Website and/or in the internet /network services /system failure / due to technical /technological restrictions and /or due to reasons /events/incidents beyond commercially reasonable control of CCO and the Cambodian Nationality Donor(s) shall hold harmless CCO/Bank website, the Channel(s) and its employees, officers or any other person in relation to the Campaign with respect to the same. Any dispute in connection to the above shall

be settled between the Donor (s) and the Bank/NGO Website directly, or the Channels in any manner whatsoever.

6. CCO shall not be responsible in the event Donations are not processed and fraud/or received due to any technical error of any nature whatsoever. For purposes of these Terms and Conditions, “receipt/processing” of a Donation occurs when the Bank Website server records the Donation information upon the Donor clicking “Donate/Submit/Process” button. Any automated receipt confirmation and/or deduction of the said amount from the Cambodian Nationality Donor’s bank account does not constitute proof of actual processing/receipt by the NGO. For the avoidance of doubt, by submitting the Donation, the Cambodian Nationality Donor(s) is representing that the Donation or contents thereof are not confidential or comprise any sensitive personal information.

III.B. FOREIGN NATIONALITY DONORS

1. If a donor subsequently asks for their details to be removed from the CCO’s website we will delete their personal data from the CCO’s website records. You agree to regularly update your own records and also to only use the CCO records applicable to you in respect of any donor personal information captured using the Service to ensure that you do not contact donors who have withdrawn their consent to be contacted by you.
2. Both parties agree that they act as a Data Controller in respect of any donor personal data which they process in connection with the provision and receipt of the Service and we both agree to comply with our respective obligations under the Data Protection Act 1998 and any other data protection, privacy or similar laws in connection with any donor or other personal data which may be processed by either party during the operation and use of the Service. You agree to provide us with such help and cooperation as is reasonably necessary or requested by us to enable compliance with this Clause.
3. These Foreign Nationality Donors can make payment through electronic transfer during the Period by go on to CCO’s Website, choosing the Donation Button, upon which the Foreign Entity shall be redirected to that particular NGO’s website (“NGO’s Website”)(depending on the NGO selected by such Foreign Nationality Donors) and follow the instructions therein to make the Donations. All such Donations in foreign currency shall be strictly and directly be made into the particular NGO’s bank account. In addition to these Terms and Conditions, the Foreign Nationality Donors shall also be bound by the terms and conditions of the NGO Website while making Donations towards the relevant NGO(s). The privacy policy such NGO Website shall govern the use of the information sought by such
4. Foreign Nationality Donors and Foreign Nationality Donor agrees to the same. If the Foreign Nationality Donors does not find a privacy policy on such CCO’s Website then it will be Foreign Nationality Donor’s sole responsibility to choose to proceed or stop. CCO will not be liable for any such decision. The Foreign Nationality Donor agrees and understands that Donations cannot be made via any other means. The Foreign Nationality Donor agrees and acknowledges that it will be

the Donor's sole responsibility to ensure that the Foreign Nationality Donor's act of making the Donation is in compliance with the applicable laws including those of the his/her country.

5. In case of any network failure and /or technical failure in accessing the ABA Bank's Website and/or CCO Website and /or unclear network, breakdown of machinery, disruption of network and/or for any reasons whatsoever, ABA Bank reserves the right to at its sole discretion to cease accepting donations from the Foreign Nationality Donors, in any manner it may deem fit and necessary. In addition, CCO shall not be liable and fraud /or responsible in any manner whatsoever in the event of any malfunction/fault /failure/disruption while making Donations on the bank and /or CCO Website /or in the internet /network services /system failure / due to technical /technological restrictions and /or due to reasons /events/incidents beyond commercially reasonable control of and the Foreign Nationality Donors shall hold harmless ABA Bank. Any dispute in connection to the above shall be settled between the Foreign Nationality Donors (s) and the bank and /or NGO Website directly.
6. CCO shall not be responsible in the event donations are not received due to any technical error of any frauds and nature whatsoever. For purposes of these Terms and Conditions, "receipt/processing" of a donation occurs when the CCO's Website server records the donation information upon the Foreign Nationality Donors clicking "Submit/Process" button. Any automated receipt confirmation and/or deduction of the said amount from the account of the Foreign Nationality Donors does not constitute proof of actual receipt of the Donation by the NGO. For the avoidance of doubt, by submitting the Donation, the Foreign Nationality Donors is representing that the act of Donation or contents thereof are not confidential or comprise any sensitive personal information and/or is not illegal.
7. For the sake of charity, Donations by Foreign Nationality Donors can be made only via NGO website and via bank to Bank and or POS online of Offline (if bank allowed).
8. CCO is unable to refund for any charge back activities, the foreign national donors shall responsible by themselves to disclaiming from their bank or insurance company.
9. Both foreign national Donor and Cambodian national Donor should make clears before making Donations.

IV. Content provided

1. Any content which you post on the CCO website or which you post on your website must not contain illegal material or link to material which is illegal wherever it is hosted, nor be defamatory, obscene or offensive to others on any grounds.
2. If you believe content that is posted by other users on the Site is of a defamatory nature you may contact us using the "Contact Us" link provided. If after investigation we agree that the content is defamatory we will remove that content within 48 hours of receiving your complaint.

V. Trademarks

1. The name 'CCO' and the ABA Bank logo and any other product and service names that we may present on the CCO website from time to time may not be used in connection with any product or service that is not ABA Bank's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit ABA Bank. Other trademarks, service marks or logos that appear on the CCO website, in particular (but not exclusively) those of other member charities, are the property of their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of both ABA Bank and the trade mark owner.
2. As We agree that you may use the name 'CCO' and the ABA Bank logo and any other of our product and service names that we may present on the CCO's website from time to time in connection with your participation with CCO including, with our prior written consent, in respect of promotional materials you may publish from time to time, and subject at all times to compliance with the ABA Bank Brand Guidelines.
3. You agree to permit us to use your name and logo in respect of your participation in the Service including, with your prior consent, in respect of promotional materials we may publish from time to time.

VI. Copyright

1. All content on the CCO website is owned by CCO, our member charities, or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws. You may copy content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trade mark or other proprietary notice. No other use of the CCO's website's content is permitted without the express prior permission of ABA Bank, and, where applicable, the copyright holder.

VII. Changes to the Service

1. We will make every effort to ensure that the service and the CCO's website and other services are available continuously, but reserve the right to modify, suspend or discontinue all or any part at any time with or without notice. Unless specifically exempted, any new features, services or software applications introduced shall be subject to these terms of service.

VIII. Suspension of the Service

1. if we are not made aware, or given reason to suspect, that you or the service is or may be being used for illegal or fraudulent purposes, we reserve the right at our sole discretion to stop immediately and without notice suspend or permanently deny your access to all or part of the

CCO's website. We remove your details from the CCO's website without notice and make further investigation. Any funds donated will be held in trust. The funds will be not paid to donors.

Notices

2. Notices referred to in these terms of use should be made in writing. You should send any notices by first class post to the address currently indicated on the CCO's website and we will send any notices to the address you provide on registration.

IX. Disclaimer

1. We reserve the right to withdraw the CCO's website and any associated services from any public access at any time at our complete discretion.
2. We reserve the right to withdraw/ we can withdraw the fund any time as long they have a Balance in our account without holding delay time.

X. Governing Law

1. These terms of use are governed by Cambodian law and are subject to the exclusive jurisdiction of the Cambodian courts.

XI. Third party rights

A person who is not a party to these terms of service has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms of use.