

Terms of Service

The University of Cambodia Foundation provides its services (described below) to you through its website and mobile applications (the "Platform") and related services (collectively, such services, including any new features and applications, and the Platform, the "Services"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). For purposes of the following Terms of Service, "The University of Cambodia Foundation," "the Institution," "we," "us," "our," and other similar terms, shall refer to the party with whom you are contracting. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate the date these terms were last revised. We will also endeavor to notify you, either through the Services user interface, in an email notification or through other reasonable means, and unless otherwise stated, The University of Cambodia Foundation may communicate with you officially by any reasonable means now known or later developed. These currently include email, regular mail, and postings on the Platform. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that (i) changes addressing new functions of the Services or changes made for legal reasons will be effective immediately, and (ii) changes or modifications to the provisions of these Terms of Service governing Dispute Resolution By Binding Arbitration shall be made as specified therein. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. To the extent allowed by law, the English version of these Terms of Service is binding and other translations are for convenience only. If you do not wish to accept the new Terms of Service, you may discontinue your use of the Services.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Services from time to time. All such terms are hereby incorporated by reference into these Terms of Service (provided, however, that such other terms may be modified in accordance with their terms and, with respect to the use of the Services, these Terms of Service will take precedence in the event of conflict).

Finally, we encourage you, particularly if you intend to donate to The University of Cambodia Foundation, to review each section carefully of these Terms of Service.

Access and Use of the Services

Services Description: The Services offered on the platform allow donors and other registered users of the Services ("Donors") to donate cash funds directly to The University of Cambodia Foundation. The platform allows Donors to allocate donations to a variety of Funds, Projects, Programs, or Initiatives. Platform Services also include recognition for Donors through a variety of avenues to be specified on a case-by-case basis to be determined individually by the Donor and the Institution at the time of the donation.

Charitable Giving: According to a Prakas from the Royal Government of Cambodia, there is a tax holiday for income related to education until 2018. There is no profit tax of 20% for annual income, nor is there a 1% tax for monthly income. This would apply to scholarships and any donations related to education.

In addition to the Services described above, The University of Cambodia Foundation permits Donors to contribute directly to certain funds (“Funds”) and can be specified further for specific projects or programs through the Platform. Any donation you make to a Fund through the Platform will be subject to a Services fee from ABA bank, but not from The University of Cambodia. The actual fees are set by the bank, and not the university itself.

The Services are a Platform; We are not a Broker, Financial Institution, Creditor or Charitable Institution: The Services are an administrative platform only. The University of Cambodia Foundation Platform facilitates the Donation transaction between Donors and the Institution. The University of Cambodia Foundation is not a broker, agent, financial institution, creditor or insurer for any user. The University of Cambodia Foundation has no control over the conduct of, or any information provided by, Donors, and The University of Cambodia Foundation hereby disclaims all liability in this regard to the fullest extent permitted by applicable law.

The University of Cambodia Foundation does not guarantee that Donations to Funds will fulfill the requirements of specific projects and thus cannot guarantee that projects will be implemented immediately or in the future. Projects must be fully funded before the Institution can implement the project. However, Donations will only be used for the express purpose designated by the Donor at the time of the Donation. We expressly disclaim any liability or responsibility for the success of any Fund, Project, Program or Initiative, or the outcome of any fundraising purpose. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any Fund, Project, Program or Initiative.

While we have no obligation to verify that the use of any funds raised has immediate or future success for the designated purpose in accordance with applicable law and these Terms of Service, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that the Institution is not raising or using the funds for their stated purpose, please contact us at info@universityofcambodiafoundation.org

Your Registration Obligations: You may be required to register with The University of Cambodia Foundation in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself or your Institution as prompted by the Services' registration form. Donors must register using their true identities, including their name and any other information listed on the registration form. However, Donors may remain anonymous to the public if they select this option on their registration form. Registration data and certain other information about you is governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors) in order to utilize such Services. For example, ABA Bank is one of The University of Cambodia Foundation's payment processing partners. When you use ABA Bank's services, your right to use such services is strictly confidential for the purpose you provide in the details of your registration. You may not resell, hire, or on any other basis, allow third parties to use the payment services to enable such third parties to be paid for their services. You may not use the payment services for any different purpose than as registered with our application. If The University of Cambodia Foundation or

ABA Bank at any time discovers that the information you provided about you or the purpose of your Donation is incorrect or changed without informing us or if you violate any of these conditions, the services may be suspended and/or terminated with immediate effect and fines may be applied by the Credit Card Schemes and/or the authorities for unregistered use of payment services which will in such case be payable by you. The University of Cambodia Foundation will assist and support you in your use of the payment processing services to be provided by ABA Bank (i.e., the Processor) and we will provide you with first-line assistance with and enable you to connect to the systems of ABA Bank to be able to use its services. For this purpose, you understand that you are instructing ABA Bank to provide The University of Cambodia Foundation with access to your data and setting in ABA Banks systems, which are used by ABA Bank to provide the services and authorize us to manage these on your behalf. While we may help facilitate such registration in some cases in connection with payment processors with which The University of Cambodia Foundation has partnered, we are not a party to any such relationships and disclaim any responsibility or liability for the performance by such third parties. We may exchange information with such third-party services in order to facilitate the provision of Services (and related third party services). Where such information consists of Personal Data (as defined in the Privacy Policy), it will only be shared in accordance with the Privacy Policy.

Taxes: It is your responsibility to determine what, if any, taxes apply to the Donations you receive through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify The University of Cambodia Foundation of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you sign out from your account at the end of each session when accessing the Services. The University of Cambodia Foundation will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Services: The University of Cambodia Foundation reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof). We will endeavor to give you notice of any such modification, suspension or discontinuance. You agree that, to the extent permitted by law, The University of Cambodia Foundation will not be liable to you for any modification, suspension or discontinuance of the Services in accordance with these Terms of Service.

Public Display of Donations: As a Donor, you have the option to publicly display your Donation for all to see, including on search engines (like Google and Yahoo). To keep the details of your Donation private, simply click on the donation page that you would like to remain anonymous.

General Practices Regarding Use and Storage: You acknowledge that The University of Cambodia Foundation may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on The University of Cambodia Foundation's servers on your behalf. You agree that The University of Cambodia Foundation has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that The University of Cambodia Foundation reserves the right to terminate accounts that are inactive for an extended

period of time, provided that The University of Cambodia Foundation will use its commercially reasonable efforts to provide a Donor with reasonable notice before terminating an inactive account. You further acknowledge that The University of Cambodia Foundation reserves the right to change these general practices and limits at any time, in its sole discretion. We will endeavor to give you notice of any such change where required by applicable law.

Mobile Services: The Services include certain services that are available via a mobile device, including (i) the ability to browse the Platform from a mobile device and (ii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding The University of Cambodia Foundation and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. We shall comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your The University of Cambodia Foundation account information to ensure that your messages are not sent to the person that acquires your old number.

Conditions of Use

User Conduct: You are solely responsible for the accuracy of all information you transmit or otherwise upload via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by The University of Cambodia Foundation. However, this list is not exhaustive and The University of Cambodia Foundation reserves the right to investigate anyone by engaging public and private organizations, including, but not limited to collection agents, private investigators, and local, state, federal and applicable international agencies, and take appropriate action against anyone who, in The University of Cambodia Foundation's sole discretion, violates any of the terms or spirit of these Terms of Service (or the principles described in our preamble hereto), including, without limitation, removing the offending content, suspending or terminating the account of such violators, or placing a hold on donated funds when The University of Cambodia Foundation reasonably believes it to be required by applicable law, and reporting you to law enforcement authorities or otherwise taking appropriate legal action.

Donations: In order to contribute to a Fund, Project, Program or Initiative, Donors will be required to provide The University of Cambodia Foundation information regarding its credit card or other payment instrument. You, as a Donor, represent and warrant to The University of Cambodia Foundation that such information is true and that you are authorized to use the payment instrument. You agree that a certain minimum Donation amount may apply, and that all Donation payments are final and will not be refunded unless The University of Cambodia Foundation, in its sole discretion, agrees to issue a refund, for example in accordance with the The University of Cambodia Foundation Guarantee. Donors may have the option to contribute recurring period Donations, and in electing to contribute on a recurring basis, you, as a Donor (i) agree to promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur and to pay the Donation amount that you specify, and (ii) hereby authorize The University of Cambodia Foundation to bill your payment instrument

in advance on a periodic basis until you terminate such periodic payments, which can be done at any time through the Platform.

Fees: In addition to the specified Donation amount Donors may be subject to an additional payment processing fee which will be added to the total amount of the specified Donation and is payable directly to our payment partners (the "Payment Processing Fee.") ABA Bank charges a small amount for each transaction, and the bank itself sets that rate. The University of Cambodia does not charge a fee for the donations. Donors acknowledge that by contributing a Donation to a Fund, Project, Program or Initiative the Donor is agreeing to any and all applicable terms and conditions set forth by our payment partners, in addition to these Terms of Service, including ABA Bank's Terms and Conditions. Fees are added directly to each Donation, and will not be reflected in the amount that a Donor specifies for Donation to a Fund.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Services and the transmission of applicable data, if any, may be subject to export controls and economic sanctions laws of the Kingdom of Cambodia or other jurisdictions. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of such export control and economic sanctions laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

Apple-Enabled Software Applications

The University of Cambodia Foundation offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- The University of Cambodia Foundation and you acknowledge that these Terms of Service are concluded between The University of Cambodia Foundation and you only, and not with Apple, and that as between The University of Cambodia Foundation and Apple, The University of Cambodia Foundation, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-

Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be The University of Cambodia Foundation's sole responsibility, to the extent it cannot be disclaimed under applicable law.

- The University of Cambodia Foundation and you acknowledge that The University of Cambodia Foundation, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between The University of Cambodia Foundation and Apple, The University of Cambodia Foundation, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a Royal Government of Cambodia embargo, or that has been designated by the Royal Government of Cambodia as a "terrorist supporting" country; (ii) you are not listed on any Royal Government of Cambodia list of prohibited or restricted parties and (iii) you are not located in any other country or jurisdiction from which you would be barred from using the Services by applicable law.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to The University of Cambodia Foundation as follows:

info@theuniversityofcambodia.org; or
The University of Cambodia Foundation
Northbridge Road
P.O. Box 917
Sangkat Toek Thla, Khan Sen Sok
Phnom Penh, Kingdom of Cambodia 12000

The University of Cambodia Foundation and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof. Accordingly, the parties acknowledge and agree that The University of Cambodia Foundation enters into this clause ("Apple-Enabled Software Applications") for its own benefit and on its own behalf and also as an agent for the benefit and on behalf of Apple and its subsidiaries with respect to the exercise and enforcement of all rights, benefits and remedies of Apple and its subsidiaries (but not any obligation or burden) in this clause ("Apple-Enabled

Software Applications”) which rights, benefits and remedies shall be enforceable by The University of Cambodia Foundation in its own right and also as agent for and on behalf of each of Apple and its subsidiaries. The University of Cambodia Foundation may amend, terminate or rescind these Terms of Service without the consent of Apple or any such subsidiary.

Intellectual Property Rights

Services Content, Software and Trademarks: You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by The University of Cambodia Foundation, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part. In connection with your use of the Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by The University of Cambodia Foundation from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of The University of Cambodia Foundation, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by The University of Cambodia Foundation.

The University of Cambodia Foundation name and logos are trademarks and service marks of The University of Cambodia Foundation (collectively the "The University of Cambodia Foundation Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to The University of Cambodia Foundation. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of The University of Cambodia Foundation Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of The University of Cambodia Foundation Trademarks will inure to our exclusive benefit.

Copyright Complaints: The University of Cambodia Foundation respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify The University of Cambodia Foundation of your infringement claim in accordance with the procedure set forth below.

The University of Cambodia Foundation will process and investigate notices of alleged infringement and will take appropriate actions under the Cambodian Law on Copyrights and Related Rights ("CLCRR") and other applicable intellectual property laws with respect to any alleged or actual infringement as defined by the World Intellectual Property Organization. A notification of claimed copyright infringement should be emailed to The University of Cambodia Foundation's Copyright Agent at info@universityofcambodiafoundation.org (Subject line: "CLCRR Takedown Request"). You may also contact us by mail or in person at:

The University of Cambodia Foundation Copyright Agent:
Northbridge Road
P.O. Box 917
Sangkat Toek Thla, Khan Sen Sok
Phnom Penh, Kingdom of Cambodia 12000

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Third Party Websites/Services

The Services may provide or facilitate, or third parties may provide, links or other access to other sites, services and resources on the Internet. The University of Cambodia Foundation has no control over such sites, services and resources and The University of Cambodia Foundation is not responsible for and does not endorse such sites, services and resources. You further acknowledge and agree that The University of Cambodia Foundation will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site, service or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that The University of Cambodia Foundation is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify on demand and hold The University of Cambodia Foundation and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation, any Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. The University of Cambodia Foundation AND

ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

The University of Cambodia Foundation AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE UNIVERSITY OF CAMBODIA FOUNDATION NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF THE UNIVERSITY OF CAMBODIA FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE UNIVERSITY OF CAMBODIA FOUNDATION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID THE UNIVERSITY OF CAMBODIA FOUNDATION IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

Dispute Resolution

Most user concerns can be resolved quickly and to the user's satisfaction by emailing The University of Cambodia Foundation support at info@universityofcambodiafoundation.org. In the unlikely event that our user support team is unable to resolve a complaint you may have (or if The University of Cambodia Foundation has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction. Claims will be settled at the National Commercial Arbitration Center in Cambodia.

Termination

You agree that The University of Cambodia Foundation, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services under reasonable circumstances, including, without limitation, for lack of use or if The University of Cambodia Foundation believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Services under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that The University of Cambodia Foundation may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services where such deactivation or deletion is permitted under these Terms of Service. Further, you agree that The University of Cambodia Foundation will not be liable to you or any third party for any termination of your access to the Services.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and The University of Cambodia Foundation will have no liability or responsibility with respect thereto. The University of Cambodia Foundation reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

General

These Terms of Service constitute the entire agreement between you and The University of Cambodia Foundation and govern your use of the Services, superseding any prior agreements between you and The University of Cambodia Foundation with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the Kingdom of Cambodia without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and The University of Cambodia Foundation agree to submit to the personal and exclusive jurisdiction of the nation and federal courts located within the Kingdom of Cambodia. The failure of The University of Cambodia Foundation to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within

one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of The University of Cambodia Foundation, but The University of Cambodia Foundation may assign or transfer these Terms of Service, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not result in a waiver of that right. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platform.