



**TERMS AND CONDITIONS FOR VIETCOMBANK
DEBIT CARD ISSUANCE AND USAGE
(For individual customer)**

Applied from 24th August 2021

A. GENERAL PROVISIONS

I. SCOPE OF APPLICATION

1. The Terms and Conditions for Vietcombank Debit Card Issuance and Usage (hereinafter referred to as T&C) below together with the Vietcombank Debit Card Application Form and Contract and other appendices, amendments and supplements (if any) between Vietcombank and Cardholder to form the Agreement of Vietcombank Debit Card Issuance and Usage (hereinafter referred to as the Agreement).
2. This T&C apply to individual Cardholders who issue and use Debit Card at Vietcombank.
3. Cardholder is responsible for reading, understanding, and agreeing to the content of T&C before being issued and used Vietcombank Debit Card.

II. DEFINITIONS

1. **Vietcombank:** shall mean the Joint Stock Commercial Bank for Foreign Trade of Vietnam.
2. **Card:** shall mean a payment method issued by issuer to make card transactions under the terms and conditions agreed upon by the parties. The card specified in this Agreement is the Vietcombank Debit Card issued by Vietcombank to the Cardholder for the Cardholder to make card transactions. Cards include both Primary Card and Supplementary Card(s) (if any).
3. **Debit card:** shall mean the Card that Cardholder uses to make card transaction within the available balance of the account linked with the Card.
4. **Domestic debit card:** shall mean the debit card issued by Vietcombank for the Cardholder to make card transactions within the territory of the Socialist Republic of Vietnam.
5. **International debit card:** shall mean the debit card issued by Vietcombank for the Cardholder to make card transactions inside and outside the territory of the Socialist Republic of Vietnam.
6. **Co-brand card:** shall mean the debit card issued on the basis of the cooperation between Vietcombank and its affiliated partner.
7. **Cardholder:** shall mean the individual issued debit card by Vietcombank for his/her usage, including the Primary Cardholder and Supplementary Cardholder(s) (if any).
8. **Primary Cardholder:** shall mean the individual who has directly signed the Agreement of Vietcombank Debit Card Issuance and Usage with Vietcombank.
9. **Supplementary Cardholder(s):** shall mean the individual(s) who is/are agreed by the Primary Cardholder for the Card(s) usage; the Primary Cardholder commit to take full responsibility for the Supplementary Cardholder(s)'s card usage under the Agreement.
10. **The Agreement of Vietcombank Debit Card Issuance and Usage:** is a written agreement between Vietcombank and the Cardholder on the issuance and use of the Card, including Vietcombank Debit Card Application Form and Contract (with the Cardholder's signature and approved by Vietcombank), the Terms and Conditions for Vietcombank Debit Card Issuance and Usage for individual customer and other appendices, amendments and supplements (if any).
11. **Cardholder's electronic signature:** is the combination of cardholder's VCB-Digibank username and login password and One-Time Password and/or identification elements and/or any other Cardholder's identifiers as stipulated by Vietcombank from time to time in accordance with the provisions of the law.
12. **Contactless card:** shall mean the card used contactless payment technology between the Card and the card accepting device to make card transactions.
13. **Physical card:** shall mean a card in the form of physical existence made of plastic or other materials, attached with magnetic strip or electronic chip to store card data.

14. **Non-physical Card:** shall mean a card which does not exist in a physical form, exists in electronic form and contains card information, is issued by Vietcombank to the Cardholder for transactions on the Internet, the applications on mobile devices; Not including the cases of physical cards with function registration for transactions on the Internet, applications on mobile devices.
15. **Fraud card:** shall mean the card illegally issued by individuals, organizations other than Vietcombank but contains information of actual cards and cardholder.
16. **Card number:** shall mean the number created by Vietcombank for each Card. The card number can be embossed or unembossed on the physical card or provided to the Cardholder via electronic channels for the non-physical Card by Vietcombank.
17. **Account:** shall mean the current account (VND account or USD account) under the name of the Primary Cardholder opened at Vietcombank and linked with the Card issued by Vietcombank according to this Agreement.
18. **Merchant:** shall mean individuals, organizations that are the goods and services providers, accepting the Card payment.
19. **Contactless card reader:** shall mean a card accepting device incorporating contactless technology that has the function of accepting contactless card payments and other wireless devices besides functions of normal card accepting device.
20. **Automated Teller Machine (ATM):** shall mean the machine used to make card transactions including: sending, recharging, withdrawing cash, transferring, paying bills for goods, services, inquiring accounts, changing PIN, inquiring card information or other card transactions.
21. **Point of Sale (POS), Mobile Point of Sale (mPOS) and other card acceptance devices:** shall mean card readers and terminals installed and used at Merchants where the Cardholder can use the card to pay for goods and services. POS may be installed at a branch or transaction office of acquirer to provide cash to the Cardholder according to the agreement between the acquirer and issuer.
22. **Card transaction:** shall mean using a Card to deposit, withdraw cash, transfer, pay for goods and services and use other services provided by Vietcombank and other acquiring organizations.
23. **Contactless card transaction:** shall mean transaction conducted by tapping the contactless card on the contactless card reader or placing the contactless card close to the contactless card reader.
24. **Deposit/withdrawal transaction from e-wallet by card:** shall mean a transaction using Card (linked to the default VND current account) on e-wallet applications (on mobile or computer) for the purpose of increasing/decreasing the balance of the cardholder's e-wallet account.
25. **Fraud card transaction:** shall mean transaction made by a fraud card or using card/card information illegally
26. **Reverse transaction:** shall mean a refund transaction to the Cardholder that is executed by the merchant or the acquiring organization when the merchant or the system processed incorrectly.
27. **Refund transaction:** shall mean a refund transaction to the Cardholder that is executed by the Merchant/acquirer when the merchant and the Cardholder agree to cancel a part or all transaction amount.
28. **Late-charge transaction:** shall mean a transaction to collect additional charge from the Cardholder for goods/services used by the Cardholder but not fully paid at hotel, car rental service providers and other merchants as regulated by International Card Schemes from time to time.
29. **Cardholder Authentication Method:** shall mean the method used by Vietcombank to accurately determine the information that the Cardholder has provided to Vietcombank in order to verify the validity of card usage and ensure safety for card transactions.
30. **Personal Identification Number (PIN):** shall mean a numeric password which granted by Vietcombank to Cardholder for the first time and then changed by the Cardholder according to the defined process for use in card transactions.
31. **OTP (one-time-password):** shall mean secret password that is valid for only one transaction for a certain period of time specified by the Vietcombank, usually used as a second authentication of

cardholder, conducting e-commerce transactions, transactions via mobile apps or other digital channels provided by Vietcombank. OTP is sent via SMS, email or other channels implemented by Vietcombank in each period.

32. **mPIN:** shall mean the password generated by Cardholder and registered with Vietcombank, used for mobile device transaction authentication. mPIN includes number and/or letter as regulated by the Vietcombank from time to time.

33. **Mobile card payment application:** shall mean an application downloaded and installed on a mobile device, allowing Cardholder to save encrypted card information and make payment for goods/services using mobile device at Merchants without using a physical card.

34. **Available balance:** shall mean the amount that customer can use to purchase and make payment from his/her account. Available balance equals remained account balance including unused overdraft limit approved by Vietcombank after deducting blocked/temporary hold amount of Cardholder's account and required minimum account balance as stipulated by Vietcombank.

35. **Dynamic currency conversion – DCC:** is a card payment service that allows the Cardholder to choose a currency other than the listed currency. Accordingly, the Merchant will still make the payment in the listed currency, but the card issuer will convert from the listed currency to the transaction currency selected by the Cardholder at the time of transaction.

36. **Issuer:** shall mean the credit institution, foreign bank branch that is permitted to issue cards in accordance with current law and international card organizations' regulations.

37. **Acquirer:** shall mean the credit institution, foreign bank branch that is entitled to clear and settle card payment transaction in accordance with current law and international card scheme.

38. **Card switching organization:** shall mean an intermediary payment service provider that switches card transactions for issuers, acquirers, international card scheme and merchants according to written agreements between related parties.

39. **International card scheme:** shall mean an organization established and operating in a foreign country in accordance with foreign laws, having agreements with issuers, acquirers, card switching organization and/or related parties to cooperate in banking card operations for cards with BIN issued by international card scheme or with BIN issued by issuers of other countries, in accordance with the provisions of Vietnamese law and international commitments.

40. **SBV:** shall mean the State Bank of Vietnam.

41. **Associate partner:** shall mean the partner cooperating with Vietcombank in issuing co-branded cards.

42. **Date:** shall mean calendar day.

43. **Working day:** shall mean business day except Saturday, Sunday, holidays and other days in accordance with the laws of the Socialist Republic of Vietnam and the day that Vietcombank is allowed or compulsory for closing as stipulated by authority individual or institution

44. **Transaction date:** shall mean the date that the card transaction is performed.

45. **Settlement date:** shall mean the day when card transactions are recorded into the card management system of Vietcombank.

46. **E-banking channel:** shall mean an electronic banking channel provided by Vietcombank to customers including Digibank, SMS Banking, Phone Banking and/or other electronic banking services provided by Vietcombank from time to time and announced on Vietcombank's official website.

47. **Website/Official website of Vietcombank:** shall mean the website of Vietcombank at <http://portal.vietcombank.com.vn>

48. **Fee schedule:** shall mean a list of fees and charges applicable to the Cardholder during card issuance and usage. Fee schedule is an integral part of the Agreement of Vietcombank debit card issuance and usage.

49. **Cardholder Information:** shall mean the information provided by the Cardholder, information arising in the Cardholder's request or being provided by Vietcombank's card products and services, including Cardholder's identification information and other information including: account information, transaction information, information about organizations and individuals being the guarantor at Vietcombank and other relevant information.

B. SPECIFIC PROVISIONS

I. REGULATION ON CARD ISSUANCE AND USAGE

1.1 Scope of card usage

The card is used to pay for goods and services at merchants, on the Internet/mobile card payment applications and/or to make cash withdrawal, transfer, bill payment, deposit and withdrawal transactions from e-wallets and/or other transactions in accordance with Vietcombank's regulations at ATMs and/or other transaction channels in accordance with Vietcombank's regulations and the laws, which were published on Vietcombank's official website from time to time.

1.2 Card usage limit

1.2.1 The Cardholder can use the Card within the card usage limit corresponding to each transaction as prescribed, including: spending limit, cash withdrawal limit, overseas foreign currency cash withdrawal limit, transfer limit, each transaction limit and other limits are regulated by Vietcombank and published on Vietcombank's official website.

a. Daily card usage limit: is the maximum amount and/or number of cash withdrawal/goods payment/transfer transactions ... the Cardholder is allowed to use the Card to make transactions in a day.

b. Each transaction limit: is the maximum amount of a transaction that Cardholder can use the Card to withdraw cash/pay for goods, services/transfer ...

c. Payment limit: is the maximum amount that the Cardholder is allowed to use the Card to pay for goods and services.

d. Transfer limit: is the maximum amount that the Cardholder is allowed to use the Card to transfer.

e. Cash withdrawal limit: is the maximum amount that the Cardholder is allowed to use the card to withdraw cash.

f. Overseas foreign currency cash withdrawal limit: is the maximum amount that the Cardholder is allowed to use the Card to withdraw cash overseas in a day but does not exceed the Card's cash withdrawal limit. Cash withdrawal limit overseas is equivalent to 30 million VND/day.

g. Cardholder Non-Authentication Limit: is the maximum amount of each transaction allowing to bypass Cardholder authentication. This limit is regulated by Vietcombank in accordance with the regulations of International Card Scheme and Card Switching Organization, which is subject to changes from time to time.

h. Other limits are regulated by Vietcombank from time to time and are published on Vietcombank's official website.

1.2.2 The above limits will be determined by Vietcombank from time to time according to the different card products and card class that the Cardholder has registered to use.

1.3 Fee

1.3.1 Vietcombank has the right to collect fees and debit the cardholder's account with the following fees:

a. Issuance fee: collected when issuing the Card for the first time;

b. Account maintenance fee/ Annual fee (only for International Debit Card): collected on each Card on a monthly/ yearly basis;

c. Fast track issuance fee (not applicable for Co-brand card): collected when Cardholder request for fast track issuance or fast track card replacement (only applicable in Hanoi and Hochiminh city);

d. Reissuance/replacement/renewal fee: collected when Cardholder request for reissuance/ replacement/ renewal card;

- e. PIN reissuance fee: collected when Cardholder request to reissue PIN;
- f. Lost card notification fee (only for International Debit Card): collected when Cardholder notice his/her card was lost/stolen;
- g. Interbank remittance via cards: collected when Cardholder transfer interbank via cards;
- h. Transaction fee at VCB's ATM: collected when Cardholder use Card to withdrawal cash/transfer at Vietcombank's ATM;
- i. Transaction fee at other bank's ATM: collected when Cardholder use Card to withdrawal cash/transfer at other bank's ATM;
- j. Foreign currency exchange fee (only for International Debit Card and foreign currency transaction): collected on the conversion of transaction amount from foreign currency to VND depending on the foreign currency of transaction and transaction time and being debited to account;
- k. Chargeback fee: collected when Cardholder's claim is not correct or not accurate;
- l. Transaction invoice request: collected when Cardholder request Vietcombank to provide copies of original invoice/bill of card transaction;
- m. Cash withdrawal at other bank's counter (only for International Debit Card): collected when Cardholder make cash withdrawal transaction at other bank's counter;
- n. Other fees are in accordance with Vietcombank's regulations from time to time and published on Vietcombank's official website.

1.3.2 Cardholders can refer to the current Fee Schedule at Vietcombank's official website or at any Vietcombank Branch/Transaction Office or by calling Vietcombank's 24/7 Hotline.

1.3.3 Fee Schedule may be changed from time to time, in accordance with the regulations of the State Bank. This change is notified to the Cardholder by Vietcombank via email/SMS and announced on Vietcombank's official website at least seven (07) days in advance from the effective date of the Fee Schedule.

1.3.4 Cardholder is responsible for checking and paying all fees related to card transactions as well as other fees according to Vietcombank's current fee schedule.

1.4 Regulations on currency used in card transaction:

1.4.1 In the territory of Vietnam:

- a. Cash withdrawal transaction: must be made in Vietnam Dong.
- b. Other transactions: currency is Vietnam Dong. In case of using foreign exchange for transactions in accordance with the law on foreign exchange management, the currency shown in the transaction is Vietnam Dong or Vietnam Dong and foreign currency.

1.4.2 Outside the territory of Vietnam:

- a. Transaction currency is the currency that the host country uses in payment transaction or is the currency chosen by Cardholder for transactions using DCC service.
- b. Card transactions made in foreign currencies will be converted into VND at the rate set by the international card schemes and/or Vietcombank's exchange rate at the time the transaction is recorded into Vietcombank's system. Vietcombank will collect the foreign currency exchange fee and is not responsible for any difference arising (if any) when Merchant Refund/Reverse these transactions.

1.4.3 For some debit card products: In case there is a discrepancy between the amount temporarily locked on the account and the amount recorded in to Vietcombank system, the Cardholder is responsible for paying the settlement amount updated to Vietcombank system.

1.5 Regulations on accounts linked to debit card

1.5.1 Each Card may be linked to one or more available current accounts depending on the features of each product, including VND, USD or other accounts as regulated by the State Bank, by Vietcombank from time to time and is published on Vietcombank's official website.

1.5.2 Cardholder is obliged to open a current account at Vietcombank.

1.5.3 Cardholder has the right to change the account connected to the card during card usage depending on the card product published on Vietcombank's official website.

1.5.4 Cardholder does not use the Card to make transactions when the account has insufficient available balance.

1.5.5 Vietcombank has the right to refuse card transactions if the available balance on the account is insufficient to make the transaction or in case not enough limit as prescribed by Vietcombank's regulation.

1.5.6 Vietcombank is entitled to temporarily lock the Card in case the available balance on the account is insufficient to pay the card account maintenance fee within six (6) consecutive months according to Vietcombank's regulation. Cardholder needs to contact Vietcombank to request unlock the Card and pay additional fees mentioned above.

1.5.7 Vietcombank is entitled to actively cancel the card (including the primary card and the supplementary card(s) directly connected to the account in below cases:

a. The account holder requests to close the account in writing to Vietcombank, and this account is the Primary Cardholder's account;

b. All (primary and secondary) accounts connected to the Card are closed due to a zero (0) balance over twelve (12) consecutive months as prescribed by Vietcombank's regulation.

1.5.8 Vietcombank is entitled to actively deduct (debit), temporarily close the account (in whole or in part) (current account, savings deposit, time deposit and other accounts of the Cardholder - if available at Vietcombank) to pay for card transactions and arising fees (if any). In case of account or savings deposit, term deposit withdrawn before maturity for payment, it will be considered as demand term according to the agreement between Vietcombank and the Cardholder and in accordance with SBV's regulations.

1.5.9 Vietcombank has the right to reclaim, deduct (debit), temporarily close the account to pay fees, payments, cash withdrawals and incorrect or invalid credit entries to the account related to the Card usage in accordance with Vietcombank's regulations.

1.5.10 Cardholder is responsible for the repayment at Vietcombank's request by agreeing to allow Vietcombank to actively temporarily debit (in part or in whole) the account when the account is inadequate or debit the account when the account has sufficient money for the amount related to the card transaction that Vietcombank overpaid, the transaction is mistakenly credited to the cardholder's account, the Cardholder has withdrawal, spent goods, service but the cardholder's account has not been deducted or Vietcombank has not deducted (debited) Cardholder's account has sufficient money at the time of transaction, the dispute transaction has been advanced for the Cardholder and other erroneous transactions due to errors in processing, system failure, communication system, ... that the Cardholder cannot prove his legal ownership.

1.5.11 Vietcombank is responsible for notifying the Cardholder through the notification form registered in Section B.II - Other provisions Article 1.3 of other provisions of these T&C regarding the collection of Vietcombank's fees and periodic receivables or arising from card transactions of the Cardholder by debiting from the account linked to the Card.

1.6 Card/PIN/mPIN/OTP management

1.6.1 In case Cardholder does not register to receive Card by post, Cardholder shall be responsible to receive Card within sixty (60) days from the date of Card issuance. After this period, Card will be canceled and Cardholder will not be refunded the card issuance fee. In addition, Cardholder must pay the account maintain fee from the month the Card is issued until the month Card is canceled or annual fee according to the fee schedule announced by Vietcombank on the official website from time to time.

1.6.2 Cardholder can receive Card/PIN in the following ways: directly receive or authorize another person to pick up at Vietcombank transaction offices or at Cardholder's address registered with Vietcombank by post. Cardholder executes the request for Card activation by signing for confirmation on PIN stub/PIN confirmation or via phone/SMS/Digibank channel according to the detailed instructions attached to card

from time to time. This PIN is known only to Cardholder and Cardholder is responsible for the security of PIN.

1.6.3 The authorization for another person to receive Card/PIN must be made in writing directly at Vietcombank or in the form of Vietcombank and must be notarized or authenticated at competent state agencies. In case of authorizing another person to receive Card/PIN, Cardholder must bear all risks that may arise, except for cases arising due to errors identified from Vietcombank.

1.6.4 Regulations on the request to change PIN before using Card are subject to each card product, subject to change from time to time and published on Vietcombank's official website.

1.6.5 Vietcombank will return Card kept at Vietcombank's ATM within thirty (30) working days from the date the card is kept at ATM in the following cases:

- Wrong PIN entered;
- The ATM returned the card but the Cardholder did not take it, the ATM seized the Card;
- Other cases (if any)

1.6.6 Vietcombank will not return the Card to the Cardholder in the following cases:

- Card is seized by ATMs outside of Vietnam;
- Card is stolen, lost;
- Card has been locked/canceled in accordance with this Agreement.

1.6.7 When making e-commerce transactions via Internet or adding Card to make payment on mobile applications or electronic channels provided by Vietcombank, Cardholder must use the authentication code mPIN/OTP sent by Vietcombank via SMS, email or other channels deployed by Vietcombank from time to time that published on Vietcombank's official website. Cardholder must ensure not to disclose mPIN/OTP to anyone and take full responsibility for the transactions made by the mPIN created by Cardholder or OTP sent by Vietcombank to the OTP receiving method registered by Cardholder.

1.7 Regulation on the use of electronic signature

1.7.1 Cardholder's electronic signature shall have the same legal value as the Cardholder's handwritten signature on paper documents. Cardholder shall not cancel, change, deny or repudiate any transaction which is made with Cardholder's electronic signature.

1.7.2 Documents, data related to the provision of services and/or transactions between Vietcombank and the Cardholder which are verified and kept by Vietcombank system will be the proof of Cardholder's transaction and have the legal value to bind Cardholder's responsibilities.

1.8 Ensure safety in card usage

1.8.1 Cardholder takes fully responsibility for managing Card and securing PIN/mPIN, OTP, card information, transaction information, Electronic signature and data which are used to generate Electronic Signature. Cardholder must not transfer Card or give the Card to others to use, not to disclose the Card information (information in both front and back side of the card)/ PIN/mPIN/OTP, password used for payment applications implemented by Vietcombank from time to time to anyone else in any cases to avoid arising transactions not performed by Cardholder.

1.8.2 Cardholder is not allowed to disclose the One-Time Password that Vietcombank sent to Cardholder to generate the electronic signature to anyone. When detecting that the electronic signature may no longer be under control, Cardholder must promptly block the card and use appropriate means to notify Vietcombank immediately.

1.8.3 Cardholder is responsible for signing the sample signature on the signature panel at the back of the Card immediately upon the receipt of the Card. When making transaction at Merchant, Cash Advance Point, the Cardholder must sign the sales slip with the similar signature provided, excluding the transactions without the requirement for the signature of the Cardholder.

1.8.4 Cardholder is not allowed to use or let any person use Card and must cancel Card by destroying the Card immediately after one of the following events: (i) Card is replaced, damaged; (ii) Card is terminated,

canceled or terminated in accordance with the provisions of these T&C; (iii) Card has been reported as lost or misplaced but found it by Cardholder afterwards; (iv) Expiration of validity (if any) indicated on the Card. Cardholder will be responsible for damages and losses incurred by Vietcombank due to Cardholder's failure to comply with this Term.

1.8.5 In case Card is renewed and sent directly to Cardholder by post, Cardholder needs to carefully preserve or destroy the old card by cutting it into small pieces to avoid theft/ loss or disclosure of card information.

1.8.6 Cardholder is responsible for registering the SMS Banking and Digibank service upon issuing Card to manage card transactions and make e-commerce transactions. Cardholder take full responsibilities for any arising risk if Cardholder does not promptly notice the bank when receiving transaction notification messages without making any transaction except for the cases arising due to Vietcombank's fault. Cardholder is responsible for registering Phone Banking service for support in case there're complaints about card problems via Vietcombank's 24/7 Hotline.

1.8.7 Cardholder is responsible for notifying to Vietcombank immediately about for transactions not made by himself/herself or when Card is stolen, lost, disclosed card information, arising unexpected contactless card transactions in the following prioritized ways:

a. Cardholder locks the Card on E-banking channels such as Digibank by himself/herself or sends a SMS request to block the card in syntax message text to Vietcombank's Call Center number that was published on Vietcombank's official website from time to time.

b. Cardholder immediately notifies Vietcombank via Hotline 24/7 to lock Card automatically or connect with staff directly to request to lock the Card.

c. Cardholder visits Vietcombank's transaction offices to notice and request to lock the Card.

1.8.8 Vietcombank will lock the Card after receiving the Cardholder's notice via Hotline 24/7, or request to block Card via the Cardholder's E-banking channels, or SMS to Vietcombank's Call Center number or within one (01) hour after receiving Cardholder's notice of lost, stolen Card or disclosed PIN/mPIN/card information or unexpected contactless card transactions. Vietcombank will take full responsibility for all financial losses incurred in case of card usage after being locked.

1.8.9 In case the Card is disclosed or suspected of disclosing information and arising a fraud transaction, after Card was locked, Cardholder should immediately make a real transaction at any card acceptance device/ATM to prove that Card is not lost and not present at the place where the fraud transaction performed in case Cardholder has not yet returned Card to Vietcombank.

1.8.10 In case the Card was disclosed PIN/mPIN/card information/lost/stolen or arised unexpected contactless transactions except for the cases arisen due to Vietcombank's fault, Cardholder must be responsible for paying for all transactions incurred before the time Vietcombank locks the card according to the committed time above.

1.8.11 Cardholder must take full responsibilities and risks (if any) for transactions on the Internet/ applications on mobile devices made by Card of Cardholder except for the cases arisen from Vietcombank's fault.

1.8.12 Cardholder must take full responsibility for payment of contactless card transaction incurred unintentionally if Cardholder fails to perform or improperly performs and/or fails to comply fully with the security measures guided by Vietcombank.

1.8.13 Cardholder is required to comply with Vietcombank's instructions relating to the use of contactless card and to take full responsibility for payment for contactless card transactions that arise unintentionally by Cardholder if Cardholder fails to follow or improperly and/or inadequately perform the protection measures instructed and announced by Vietcombank on the official website.

1.9 Prohibited Actions

1.9.1 To create, use, transfer and circulate counterfeit cards.

1.9.2 To implement, organize or take advantage of others to make fraudulent or counterfeit card transactions; short payment card transactions at Merchants.

1.9.3 To steal, collude to steal card information; disclose and provide card, Cardholder and card transactions information illegally.

1.9.4 To infiltrate or attempt to illegally access, destroy the program or database of the system of issuing, acquiring, switching cards, clearing electronic card transactions.

1.9.5 To use Card to perform transactions for the purposes of money laundering, terrorism financing, fraud, counterfeit and other illegal acts.

1.9.6 To buy, sell, rent, lease Card or card information, issue cards to others.

1.9.7 Other acts as prescribed by law.

1.10 Declining card payment

Cards issued by Vietcombank are refused to perform transactions in the following cases:

1.10.1 Using Card to perform prohibited transactions in accordance with regulations of law, Vietcombank, the State Bank, International Card Scheme, Card Switching Organization;

1.10.2 Fraud card or the Card related to fraud transactions;

1.10.3 Card has been reported to be stolen or lost by Cardholder;

1.10.4 The card is expired;

1.10.5 Card is locked;

1.10.6 Card is terminated in accordance with Vietcombank's regulations and amendent, supplement, detailed instructions from time to time that are published on Vietcombank's official website;

1.10.7 The available balance on the Cardholder's account is insufficient for payment or spending exceeded the card limit;

1.10.8 Cardholder fails to fully pay for overdraft (if any), interest or fee posted at the transaction counter or publicly announced on Vietcombank's official website;

1.10.9 Cardholder violates the regulations of the State Bank, the regulations of Vietcombank, the acquiring organization or the agreements between Cardholder and Vietcombank in this Agreement.

1.11 Seizing or terminating the Card

Card is seized or terminated in the following cases:

1.11.1 Counterfeit Card;

1.11.2 Card is used for money laundering, terrorism financing, fraud and other illegal acts;

1.11.3 To serve the investigation and handling of crimes according to the provisions of law;

1.11.4 Cardholder and card information are on the list of embargo of the State Bank, international organizations and Vietcombank or within the scope of transaction restriction according to Vietcombank policy from time to time;

1.11.5 Cardholder violates any contract, commitment or agreement signed with Vietcombank;

1.11.6 Card has fraudulent or counterfeit transactions;

1.11.7 Other cases of card seizure (if any) in accordance with Vietcombank's regulations and documents amending, supplementing, detailed instructions from time to time are published on official website of Vietcombank, the State Bank, the acquiring organizations or in any other written agreement between Cardholder and Vietcombank.

1.12 Temporary locking the Card

Vietcombank will temporarily lock the Card in the following cases:

1.12.1 Cardholder informs Vietcombank of the temporary locking of the card within a certain time by one of the contact methods: phone, email, text message, in written form. Card temporarily locked at the request of Cardholder will only be re-opened after the locking period upon Cardholder's notice or at Cardholder's request each time and approved by Vietcombank;

1.12.2 Cardholder violates Vietcombank's regulations on using Card and managing account or upon a written decision/request of a authority state agency.

1.13 Termination of Card usage and Agreement

Vietcombank will terminate the usage of Card and terminate this Agreement in the following cases:

1.13.1 Cardholder violates the Vietcombank's regulations on the Card issuance and usage, or violates the provisions of law, the State Bank of Vietnam, and the International Card Schemes;

1.13.2 Vietcombank detects that the information provided by Cardholder to Vietcombank is inaccurate, untruthful, or false;

1.13.3 Cardholder is prosecuted, investigated, adjudicated or the Cardholder is given a judgment, decision, or judgment by a Court/Arbitration, on which Vietcombank has a basis to determine such events may seriously affect Cardholder's ability to pay debts;

1.13.4 Cardholder is dead, missing or is declared dead or missing;

1.13.5 Cardholder's property is blocked or seized by law enforcement, and Vietcombank has a basis to determine that such events may seriously affect the Cardholder's ability to pay the debt;

1.13.6 Suspected cases related to frauds, fraudulent acts;

1.13.7 Other cases as prescribed by law.

1.14 Regulations on dispute resolution

1.14.1 Primary Cardholder is entitled to claim for errors (if any) arising in the process of using his/her card and supplementary cardholder(s) and must bear the chargeback fee (if the claim is wrong) and other fees and losses (if any) in the process of Vietcombank's investigation and dispute resolution in accordance with Vietcombank's regulations and/or International Card Schemes/Card Switching Organization.

1.14.2 Cardholder is unable to cancel or change any card transactions which has been successfully performed and recorded by Vietcombank system with full information of card number, account number, transaction number and other professional details.

1.14.3 Cardholder must provide Vietcombank with transaction invoice or any relevant information as evidences of the complaint at Vietcombank's request. Cardholder must maintain and provide the proof of cancellation of recurring payment service in case Cardholder stops using Card for Internet/ applications on mobile devices spending with recurring transactions (monthly, quarterly, annually...). The processing of dispute resolution will be carried out in accordance with the regulations of Vietcombank, the State bank of Vietnam, International Card Schemes and Card Switching Organization.

1.14.4 Cardholder has the right to request for investigation and complaint with Vietcombank within 100 days (for domestic debit card) and 60 days (for international debit card) from the date of transaction.

1.14.5 Methods of filing complaints including: Hotline 24/7 (audio recording, available 24/24 hours a day, 7/7 days a week), Vietcombank's transaction offices during working hours, or other methods provided by Vietcombank from time to time that are published on Vietcombank's official website.

1.14.6 Vietcombank is entitled to record all communications of Cardholder via phone and/or any verbal communication between Cardholder and Vietcombank when Cardholder calls Vietcombank to request investigation of the complaint.

1.14.7 Vietcombank will immediately lock the Card when Cardholder requests to investigate and complains of the suspicion of fraud or loss, and is responsible for all financial losses incurred in case Card is used after being locked.

1.14.8 When making a claim at Vietcombank's transaction offices, Cardholder uses the Vietcombank's Request Form. In case Cardholder claims of fraud transactions via Hotline 24/7/email, Cardholder must supply the Vietcombank's Request Form within five (05) working days from the date Cardholder proposes to investigate and complain via Hotline 24/7/email to complete the investigation dossier. In case of authorizing another person to request investigation or complaint, Cardholder shall comply with regulations of law on authorization.

1.14.9 For international debit cards: Vietcombank has the right to refuse Cardholder's claims with all card transactions of less than 25 USD, this can be changed in accordance with the international card scheme's regulations from time to time and will be published on Vietcombank's official website.

1.14.10 Time limit for Vietcombank to response to the Cardholder's inquiries and complaints related to the card usage is:

a. Within 45 working days from the date Vietcombank receives the Cardholder's first written request with domestic debit card.

b. Within 180 working days from the date Vietcombank receives the Cardholder's written request with international debit card.

Vietcombank will refund to Cardholder with correct Cardholder's claim (loss incurred not due to the Cardholder's fault and/or other force majeure circumstances as agreed in this Agreement) within 05 working days from the date of notification of the dispute resolution result to Cardholder. In special cases, Vietcombank will issue a specific notice to the Cardholder.

1.14.11 When the case has signs of crime, Vietcombank will notify competent authorities in accordance with the law on criminal proceedings and report to the State Bank (Payment Department, State Bank of Vietnam branches of provinces and cities in the locality); at the same time, to notify Cardholder in writing of the processing status of the request for investigation and complaint. The handling of investigation and complaint results falls under the responsibility of the competent state agency. In case the competent state agency notifies the result without criminal element, within 15 working days from the date of the conclusion of the competent state agency, Vietcombank will reach an agreement with Cardholder about the plan of dispute resolution.

1.14.12 In case of expiration of the time limit for processing request for investigation and complaint as agreed in this Agreement but the result has not been determined, within next 15 working days, Vietcombank agrees with Cardholder on a plan to deal until there is a final conclusion by the competent authority to clearly define the fault and liability of the parties.

1.15 Regulations on the partner of Co-branded Card

1.15.1 Cardholder agrees that Vietcombank can provide cardholder information to affiliated partner and related parties for the implementation the Co-brandde card program and providing services to Cardholder and collecting fees (if any).

1.15.2 In the event that the Co-branded debit card issuance contract between Vietcombank and its affiliated partner is terminated:

a. Vietcombank will notify Cardholder via email/SMS of Cardholder registered with Vietcombank and publish it on Vietcombank's official website at least seven (07) days in advance from the termination date of The cooperation agreement on issuance of debit co-branded cards linked between Vietcombank and its affiliated partner is valid.

b. Cardholder is entitled to continue using Co-branded debit card as normal Vietcombank debit card and/or loyalty card/membership card (depending on the affiliate's policy), however, he/she is not entitled to benefits/privileges related to the Co-branded debit card program between Vietcombank and its partner. Vietcombank is not responsible for resolving claims or risks/losses arising when Cardholder continued to use Co-branded debit card as loyalty card/membership card of affiliated partner.

1.16 Regulations on card service privileges providers

1.16.1 Cardholder is entitled to privileges for Cardholder in accordance with regulations of Vietcombank and/or Vietcombank's partners from time to time that was published on Vietcombank's official website.

1.16.2 For cardholders' privileges programs provided by third parties, Vietcombank is not responsible for disputes related to these preferential services, except for errors arising from Vietcombank. Cardholder is responsible for working with the privileges provider/insurance company to resolve his/her claims, except for errors arising from Vietcombank.

1.17 Rights and obligations of Cardholder

1.17.1 Right of Cardholder

- a. Use Card in accordance with Article 1.1 on the scope of card use in Section B.I of these T&C.
- b. Use Card on the account as registered by Cardholder.
- c. To bare all risks if the transaction violates the embargo policy of the US and/or any country and/or any organization that imposes it.
- d. To take responsibilities for all transactions/requests/proposals/orders on Vietcombank's E-banking service that are verified by Cardholder's electronic signature as agreed with Vietcombank.
- e. During Card usage, the Primary Cardholder has the right to request Vietcombank to re-issue PIN, replace Card, lock/unlock Card and other requirements related to the card's usage of the Primary Cardholder and Supplementary Cardholder(s) (if any) according to Vietcombank's regulations.
- f. The Primary Cardholder has the right to request Vietcombank to issue Supplementary Card(s). Primary Cardholder is the only person and has full rights to make requests relating to the use of Card of Supplementary Cardholder in accordance with Vietcombank's regulations.
- g. The Primary Cardholder has the right to unilaterally terminate the Card usage by sending a written request to Vietcombank. In this case, Vietcombank's receipt of the Primary Cardholder's written request is evidence of the termination of the Card's use of the Primary Cardholder and the Supplementary Cardholder(s), regardless of whether Vietcombank has hold and/or whether to lock Card(s). However, this termination does not remove or change any unfulfilled or improper/incomplete payment obligations of Cardholder to Vietcombank. Vietcombank is not responsible for any arising (if any) related to the Primary Cardholder unilaterally announcing the termination of the Card usage, unless it is due to Vietcombank's fault. The Primary Cardholder has the right to request in writing for Vietcombank to terminate the Card of the Supplementary Cardholder(s) without the consent of the Supplementary Cardholder(s).
- h. Other benefits as agreed with Vietcombank in writing and in accordance with the law.

1.17.2 Obligations of Cardholder

- a. Comply with the provisions of the law, the provisions stated in this Agreement, other Vietcombank's regulations and notices from time to time and published on Vietcombank's official website.
- b. Commit not to perform transactions which are contrary to the current law of the Socialist Republic of Vietnam and/or the host country.
- c. To fully and accurately provide necessary information at the request of Vietcombank and other authorized organizations and individuals in accordance with the law when issuing the Card and during the Card usage. Cardholder is responsible for the truthfulness of the information provided.
- d. Take responsibilities for payment for:
 - (i) All transactions are signed/not signed/signed incorrectly with the registered signature and/or using PIN/mPIN/OTP;
 - (ii) Transactions that Vietcombank provides proof that the Card has performed the transaction without signature/PIN/mPIN/OTP;
 - (iii) Late-charge transactions in case Vietcombank provides evidence that the Cardholder has performed the transaction.
 - (iv) Collection transactions (public services, utilities, public administration, transportation ...) if the Cardholder has completed the registration of collection service with Vietcombank;
 - (v) A portion or the full value of a service, related taxes and fees as prescribed by each Merchant if the Cardholder uses the Card to reserve for services but does not use that service and does not cancel the service within the prescribed time limit of Merchant;
 - (vi) Contactless card transactions arise unintentionally by Cardholder if Cardholder does not to perform or perform improperly and/or incompletely the protective measures guided by Vietcombank;
- e. Primary Cardholder is responsible to Vietcombank for the usage of Card by Supplementary Cardholder(s).

f. Other obligations under the agreement with Vietcombank and the provisions of law.

1.18 Rights and obligations of Vietcombank

1.18.1 Rights of Vietcombank

- a. Not responsible in force majeure and other errors that are not due to Vietcombank's fault and in accordance with the law.
- b. To have the right to refuse to conduct illegal and invalid transactions according to the provisions of law or transactions with the purpose of fraud, money laundering, terrorism financing and embargo violation.
- c. Take no responsibility in case Card is unsecured, Card is used for cash withdrawal, transfer, payment for goods and services and/or other transactions in case Card is stolen, disclosed/disclosing PIN/mPIN/OTP or misplaced but Cardholder has not notified Vietcombank in time, unless the identified error arises from Vietcombank or a third party's error which is not due to the fault of Vietcombank.
- d. Not responsible for the quality of goods, services and disputes arising in relation to card transactions which in order to purchase goods and services except for the case of identification error arising from Vietcombank.
- e. To be allowed to provide competent authorities with information about the Cardholder's account, card transactions and other information for the purpose of checking, claiming, handling and dispute resolution of card transactions or to serve other investigations in accordance with law.
- f. To be entitled to request Cardholder to provide information and documents relating to card transactions to verify the accuracy and legality of these transactions. For refund transactions, Vietcombank has the right to withhold the credit until the accuracy of the transaction is verified. In case Cardholder does not provide the requested information, Vietcombank has the right to decline the transaction.
- g. To be entitled to regulate the Card's expiry date. The Card's expiry date shall be regulated by Vietcombank from time to time and will be published on Vietcombank's official website. If Vietcombank does not receive any notice from Cardholder about the termination of the card within 30 days before the expiry date printed on the card, Card will be automatically renewed for Vietnamese Cardholder that meet the requirements of card renewal in accordance with the regulations of Vietcombank from time to time. By activating the card, the Cardholder agrees to the Terms and Conditions of card issuance and usage and will be bound by these terms and conditions. Regulations on automatic card renewal do not apply to foreign cardholders. In order for Vietcombank to approve the request for renewal of Card, the foreign cardholder must comply with the regulations on residence in Vietnam as well as the conditions for card renewal according to the regulations of Vietcombank from time to time.
- h. Other benefits as agreed with Cardholder be recognized in writing and in accordance with the law.

1.18.2 Obligations of Vietcombank

- a. To comply with the provisions of law, the provisions of this Agreement, other Vietcombank's regulations and notices from time to time that published on Vietcombank's official website.
- b. To ensure the Cardholder's right in accordance with law and provisions of these Terms and Conditions.
- c. To keep confidential information related to Cardholder in accordance with the law and provisions in Article 1.2. Cardholder Information Security - Section B.II of these Terms and Conditions.
- d. Other obligations as agreed with Cardholder and provided by law.

II. OTHER REGULATIONS

1.1 Force Majeure Event

1.1.1 Force majeure event means an event that occurs objectively, which cannot be reasonably foreseen and avoided even all necessary measures have been applied lead to the inability to continue the performance or may seriously affect the validity of the Agreement.

1.1.2 When a force majeure event occurs to a party, within seven (07) days the affected party is responsible for notifying the other party in writing and within thirty (30) days must send a written notice to the other party describing in detail the cause of the event, the impact of the event on the performance

of the Contract obligation and attaches the local authority's certification of the force majeure event. Right after the force majeure event ends, the parties are responsible for actively overcoming the consequences (if any) and continuing to perform the Agreement.

1.1.3 If there is a force majeure event lasting more than one (01) month, the parties will consider and decide reasonably the terms and conditions of the Agreement. In case the negotiation or conciliation fails, the parties have the right to bring the dispute to a competent People's Court in accordance with law.

1.2 Cardholder's information security

1.2.1 Purpose of collecting Cardholder's information

Cardholder in this Agreement agrees that Vietcombank collects Cardholder's information for the purpose of research and evaluation to understand the Cardholder's demand for banking products and services and for operation purpose, cooperation with third parties to provide products and services to Cardholder.

1.2.2 Scope of Cardholder's information Collection

Vietcombank only collects and requests Cardholder to provide Cardholder's information that Vietcombank considers relevant and necessary for the purposes of information collection as prescribed in Clause 1.2.1 above and other information as required in legal documents or international treaties that Vietnam has acceded to.

1.2.3 Method of collection

Vietcombank collects Cardholder's information directly from Cardholder or a third party or through other lawful methods. Vietcombank can use supportive means in the process of information collection such as website systems, applications on smartphones and other means if necessary.

1.2.4 Update Cardholder's information

Cardholder's information may be regularly updated by Vietcombank through periodic updates or when Vietcombank detects that such information is inaccurate and/or no longer accurate and/or according to legal proposal of Cardholder.

1.2.5 Cardholder's information Storage

Cardholder's information is stored at Vietcombank in accordance with law (if any) and Vietcombank's regulations to ensure that Cardholder's information is safe, accurate and complete compared to information provided and collected.

1.2.6 Use of Cardholder's information

Cardholder's information may be used by Vietcombank's Departments and/or Divisions and/or individuals on the basis of compliance with Vietcombank's internal regulations and law. Cardholder's information is used in accordance with the purposes of collection which have been publicly announced to Cardholder in accordance with Clause 1.2.1 above.

1.2.7 Transfer of Cardholder's information

a. With regard to Cardholder's information provided by Cardholder and the information arising from the Cardholder's transaction with Vietcombank, Vietcombank will transfer Cardholder's information to a third party other than Vietcombank in case of Cardholder's consent or during or after the time Cardholder uses banking products and services provided by Vietcombank or cooperates with a third party and in a manner consistent with the agreement between Vietcombank and Cardholder.

b. The transfer of Cardholder's information at the request of a competent authority in accordance with the law shall comply with relevant laws and regulations of Vietcombank from time to time.

c. To the extent permitted by law, Vietcombank will provide Cardholder's information to contractors, consultants, auditors, and other service providers for the purpose of collecting Cardholder's information as specified in this Agreement.

d. In case Vietcombank wishes to transfer Cardholder's information to a third party as agreed between Vietcombank and Cardholder, Vietcombank requires the third party to ensure safety, manage, use and perform other actions and other information provided in accordance with Vietcombank's regulations and relevant laws and/or Agreements between Vietcombank and Cardholder.

1.3 Notice

1.3.1 All notices of Vietcombank to Cardholder will be sent by Vietcombank to Cardholder in writing according to the address or last information registered by Cardholder in the Vietcombank Debit Card Issue and Use Agreement, or published on Vietcombank's official website, or announced on Digibank of Cardholder, or announced on mass media, or listed at the Branches/Transaction offices of Vietcombank. All notices and information will be effective:

- a. Within five (05) days from the date of sending (calculated according to the postmark of the sender) if sent by mail; or
- b. On the sending date if sending by fax, telex, email, or text message registered by the Cardholder with Vietcombank; or
- c. On the date of receipt if being notified viadirect phone, sent directly; or
- d. On the date of announcement on Vietcombank's official website or on the mass media or on the date of its listing in Vietcombank offices.

1.3.2 Cardholder can contact Vietcombank via Hotline 24/7 for support on products or services provided by Vietcombank.

1.3.3 Cardholder is responsible for compensating for all damages arising (if any) to Vietcombank for related damages if the content in the electronic notice is, by any means, accessed by anyone other than Cardholder.

1.3.4 Cardholder agrees to receive advertising notices on all Vietcombank's products, services and programs by email, text message or other channels, unless Cardholder has a response to Vietcombank about not receiving advertising notices under this Agreement and agreeing to participate in Vietcombank promotions. In case Cardholder has a response on the declining to receive advertising information, it will not affect Cardholder's rights and obligations in continuing to perform this Agreement.

1.3.5 Cardholder is responsible for notifying Vietcombank in writing as soon as there is any change to the information registered with Vietcombank.

1.4 Governing law, dispute resolution

1.4.1 The Terms and Conditions and Agreement for Vietcombank Debit Card Issuance and Usage is governed by the Law of the Socialist Republic of Vietnam and current regulations on the Vietcombank International Credit Card issuance, usage and payment of the Bank, the SBV and the International Card Scheme

1.4.2 In the event of any arising dispute relating to the implementation of the Agreement, the parties shall firstly resolve the dispute through negotiation and conciliation. In case no resolution is reached by such negotiation, the parties have the right to file the dispute to a competent People's Court in accordance with law.

1.5 Amendment

Cardholder and Vietcombank hereby agree to amend and supplement the Vietcombank Debit card issuance and usage contract as follows:

Vietcombank is entitled to make any change or amendment on the Terms and Conditions for Vietcombank Debit Card Issuance and Usage at any time ensuring that the content comply with the provisions of law and protect the rights and legitimate interests of the parties through Vietcombank notifying Cardholder via E-mail/SMS and publish on the official website of Vietcombank at least 07 days before the effective date of the amended and supplemented contract, unless such amendments and additions must be made immediately in accordance with provisions of laws and/or at the request of a competent authority. If Cardholder continues to use the Card after the effective date of the amended and supplemented Contract, it is understood that Cardholder approves all such amendments and supplements and Vietcombank does not need to have any further Cardholder's agreement .

1.6 Trademark and Assignment

(Only applied for Vietcombank Cashback Plus American Express)

1.6.1 American Express is a registered trademark of American Express. This Card is issued by Vietcombank pursuant to a license from American Express.

1.6.2 In accordance with the provisions of American Express International Card Scheme, in case Vietcombank is no longer issuing bank for American Express card in Vietnam market, to ensure that the Cardholders can continue using services and not be affected by this change of issuing bank, Vietcombank may transfer all or any part of the rights and obligations of the bank related to the issuance and payment of cards to American Express. This transfer shall be notified by Vietcombank to the cardholder via email/SMS and published on the official website of Vietcombank at least seven (07) days before the effective date of the transfer. Cardholder shall be deemed to consent to this transfer if Cardholder continues to use the card and not to perform the card termination. In case Cardholder disagrees, the Cardholder needs an official notice in writing to the Vietcombank.

1.7 Validity and execution

1.7.1 This Vietcombank Debit Card Terms and Conditions are valid for the issue and use of customers' debit cards at Vietcombank.

1.7.2 The Primary Cardholder and Supplementary Cardholder (s) are jointly responsible for implementing these Terms and Conditions for issuance and use of this Debit Card.

1.7.3 Terms and Conditions of Issuance and Use of Vietcombank Debit Card, Application for Issuing Vietcombank Debit Card and accompanying documents (if any) are an integral part of the Issuing Contract and use the Vietcombank Debit Card, and take effect from the date Cardholder and Vietcombank sign the Application for issuance of Vietcombank Debit Card until the Card is terminated (due to the expiration of the Card's validity period, the Cardholder does not continue renew or at the request of Vietcombank Cardholder/competent authority) or when all payment obligations of the Cardholder to Vietcombank in accordance with the Contract have been completed, whichever comes late

1.7.4 Cardholder is not allowed to transfer, transfer part or all of the rights and/or obligations of Cardholder arising under this Agreement and other relevant documents of the Agreement, unless otherwise agreed by Vietcombank written advance

1.7.5 The whole T&C or a part of the provision is effective separately and independent from each other. If a part or full of any Clause of this Agreement is invalid or might not be exercised as stipulated by the Laws, it shall have no impact on the validity, the effectiveness and the performance of residual clauses of the Agreement.

1.7.6 This agreement on issuance and usage of Vietcombank Debit Card is in Vietnamese. If there is a foreign party participating, the Agreement is made in Vietnamese and English. In case of any discrepancy between the Vietnamese version and the English version, the Vietnamese version shall prevail.

1.7.7 By signing the Vietcombank Debit Card Application and Contract, Cardholder and Vietcombank confirm that they have read, understood and committed to comply with the Agreement on issuance and use of the Vietcombank Debit Card mentioned above, other regulations of Vietcombank, International Card Schemes as well as prevailing Laws of Vietnam.