

- r. The Cardholder agrees the Bank to provide the Cardholder's information to the third party in order to support the incentive service providing and fees collecting from the Cardholder (if any).
- s. To be entitled to decline to authorize the Card transactions, process illegal requests relating to Card issuance and usage as stipulated by the Laws, the Bank, the SBV, International Card Scheme or any case beyond the Bank control.
- t. To be entitled to record all the discussion of the Cardholder via phone and/or any verbal information between the Bank and Cardholder during Card usage period.
- u. To be entitled to collect information of Cardholder from other organizations.
- v. To be entitled to lock the Card when receiving the notification of the lost/stolen Card, PIN disclosure or at risk of being fraud or when the Cardholder incorrectly enter mPIN/OTP number of times specified by the Bank.
- w. To be entitled to reclaim for excessive/ incorrect reimbursement/ credit into Cardholder's card account due to errors in transaction processing, breakdown of system, transmission line network or advance payment made to the Cardholder for dispute resolution at ATM and Merchant and other error transactions which the Cardholder can not prove his/her legal property.
- x. To be entitled to temporarily lock the other Credit Cards of the Cardholder if 01 (one) Credit Card of the Cardholder is moved into delinquency till the Cardholder makes full payment of the minimum payment amount as regulated by the Bank.
- y. To be entitled to unilaterally terminate the Card usage together with terminate the Agreement in any of the following cases:
- The Cardholder has breached the regulations on the Card usage as stipulated by the Bank or the Laws, the SBV, the International Card Schemes;
 - The Bank realizes that the documents and information provided by the Cardholder are not true, inaccurate;
 - The Cardholder is involved criminal cases that in the Bank's notice may affect the Cardholder's capability to execute payables
 - The Cardholder is in temporarily custody in accordance with the Laws for investigation purpose or judgement execution.
 - The Cardholder is dead/lost
 - Suspected cases relating to the fraud, counterfeit and risk management
 - Other cases stipulated by the Bank and Laws of Vietnam
- z. To be excused from responsibility regarding contactless card transaction incurred due to Cardholder failure to perform or improperly perform security measures guided by the Bank.
- aa. To not provide transaction invoice for quick transaction without signature.
- bb. Other rights as agreed with Cardholder and stipulated by the law

- e. The Bank shall release Card being hold at the Bank's ATM within 10 Working Days since the receipt date of Cardholder's notification in following cases:
- Wrong PIN transaction;
 - ATM releases Card but the Cardholder does not collect Card, ATM holds Card. The Bank will not release Card to Cardholder in the following cases:
 - Card is hold by ATM outside the territory of Vietnam;
 - Card is stolen or lost;
 - Card is locked...
- f. To be responsible for stating all arising transactions of the Cardholder within the period on the monthly Statement Date. All Card transactions in foreign currencies will be converted into VND at the exchange rate regulated by International Card Scheme and/or the Bank's exchange rate at the time of updating transaction into the system of the Bank and the Bank shall charge the foreign currency conversion fee (regulated by International Card Scheme and/or the Bank) and any transaction fees the Bank must pay to International Card Scheme (if any). The Bank will be fully excused from responsibility for arising difference (if any) resulted from Refund of the original Card transaction made by Merchant.
- g. The maximum time frame for the Bank to resolve claims/disputes of the Cardholder is 180 working days since the receipt date of such claims/requests in writing. The Bank will refund under the appropriate disputed request of the Cardholder. In some special case, specific notice shall be released to the Cardholder by the Bank.
- h. Within the maximum of 05 working days since the date of noticing result of claims/disputes resolution to the Cardholder, the Bank shall reimburse the Cardholder under the agreement and regulations of current laws for loss/damage which does not arise from Cardholder's fault and/or any force majeure as stipulated in the Agreement.
- i. Over the regulated duration for claims/disputes resolution as stipulated in this Agreement, if the Bank could not identify the reason or which party is at fault, within the next 15 working days, the Bank shall negotiate with Cardholder about the plan to resolve claims/disputes.
- j. In case of crime signals, the Bank shall inform governmental authorities under the provisions of the law on criminal procedure and report to the State Bank of Vietnam (Payment Department, local State Bank branches), as well as send a notice in writing to Cardholder about the status of claims/disputes resolution. The handling of claims/disputes shall be under the responsibilities of the state competent authorities. In case there is no criminal element notified by governmental authorities, within 15 working days from the date of conclusion of the governmental authorities, the Bank shall negotiate with Cardholder about the plan to resolve claims/disputes.
- k. In case the Bank, Cardholder and other related parties could not negotiate and/or disagree with the claims/disputes resolution procedure, the dispute shall be handled in accordance with law.
- l. Other responsibilities as agreed with Cardholder and stipulated by the law

CLAUSE 4: INTEREST AND FEES

- 3.2. **Obligations of the Bank**
- a. To be responsible for complying with rules, regulations of the Card issuance and payment as stipulated by the Laws, the SBV, the Bank and the International Card Scheme, ensuring the rights of the Cardholder, keeping the Cardholder's information confidential, except as otherwise specified.
- b. To be responsible for receiving the claims and disputes of Cardholder relating to Card usage within 60 days since the date of Card transaction as regulated by International Card Scheme and the Bank.
- c. To be responsible for Card locking after receiving notification of the Cardholder for the lost/stolen Card/ suspicion of disclosed/misused Card information/PIN and shall notify the Cardholder upon completion.
- d. To be responsible for releasing the collateral of the Cardholder after 40 days since the approved request of Card usage termination of the Cardholder according to Clause 6 of this Agreement, only if claims/disputes of the Cardholder (if any) have been resolved, the collateral has not used for guarantee of other loans in VCB and the collateral is not used for collecting debts of the Cardholder yet except as otherwise negotiation. For the collateral used to increase the temporary credit limit, the Bank shall also release the collateral after 40 days since the temporarily credit limit expires and the Cardholder has paid all outstanding balances relating to the increased credit limit.

about the minimum payment amount), the Bank shall charge the interest for all transactions from the date of updating these transactions into the system of the Bank to the date the Cardholder makes a part of payables, the residual payables shall be charged interest until be paid and shown on the next statement.

- 4.3. **Cash withdrawal transactions:** Towards cash withdrawal transaction, the Cardholder shall bear interest from the date that transaction is updated into the Bank's system until the statement date, and such interest shall be stated in the statement for the same period. The interest for cash transactions from the statement date to the payment date shall be waived if the Cardholder makes full payment of the total current statement balance on or before the Proposed Payment date. If the Cardholder does not pay or pays only a part of the statement amount (including the case of the negotiation about the minimum payment amount), the Bank shall continue to charge interest on all cash transactions from the transaction date to the date the Cardholder pays all payables and this interest amount shall be stated in the next statement period.
- 4.4. **Disputed transactions:** Interest and penalty fees charged on unpaid disputed transactions will be calculated as above regulations. The Bank will reimburse the interest and penalty fees to the Cardholder for transactions with right claims, disputes.
- 4.5. **Unpaid minimum payment fee:** On the proposed payment date, if the Cardholder does not pay or pays the amount less than the minimum payment amount as regulated by the Bank, the Cardholder shall be liable to pay Unpaid Minimum Payment Fee as stipulated by the Bank.
- 4.6. **Over limit fee:** The Cardholder shall bear the over limit fee levied on excessive limit balance if the Cardholder spends over the granted limit.
- 4.7. **Table of fees and interest:** Detail fees, charges and interest applicable to Cardholder are specified in the Table of fees, charges and interest for Vietcombank International Credit Card of the Bank, being published on the Vietcombank official website (www.vietcombank.com.vn). The Table of fees, charges and interest is subject to change by the Bank from time to time and shall be published on the Vietcombank official website at least 07 days before the effective date. Besides, The Cardholder can refer the current Table of fees, charges and interest at the Bank's official website or at any Branch/Transaction Office or by contacting Hotline 24/7.

CLAUSE 5: THE PRIMARY AND SUPPLEMENTARY CARD

(Not apply for Vietcombank Vietnam Airlines American Express Card)

- 5.1. The Primary Cardholder is entitled to request the Bank to issue the maximum number of 03 Supplementary Cards. The Primary Cardholder and Supplementary Cardholder(s) use the same Card account with granted credit limit by the Bank to the Primary Cardholder. Transactions of the primary Card and supplementary Cards will be shown on one statement and sent to the primary Cardholder for payment.
- 5.2. The Primary Cardholder is responsible for the usage of the Card and all transactions made by primary Card and supplementary Card(s) and for making payment for the total current balance to the Bank as stipulated. In case the Primary Cardholder does not make payment or make insufficient and late payment for such balance, not contradicting with Point g Term 1 Clause 3 of this Agreement, the Bank is entitled to request the Supplementary Cardholder(s) to take responsible for all payables.
- 5.3. The Primary Cardholder may request the Bank to terminate the use of supplementary Cardholder(s) by sending a written request to the Bank without Supplementary Cardholder's approval. If the Primary Cardholder officially terminates the use of the Card, the use of supplementary Cardholder(s) shall likewise be terminated.
- 5.4. The Primary Cardholder and Supplementary Cardholder(s) shall be jointly and severally liable for exercising this Agreement. The unenforceability or exemption of the liability of the Primary Cardholder (if any) according to terms and conditions of Agreement shall not discharge the liability of the Supplementary Cardholder(s) and/or authorized individuals for Card usage and vice versa, excluding the case of the Bank's approval.

- 5.5. In the event that the Cardholder (including the Primary Cardholder and the Supplementary Cardholder(s)) is dead, missing or loses civil capacity, all the terms and conditions must be implemented as stipulated by this Agreement and the Laws.

CLAUSE 6: REPLACEMENT, RE-ISSUANCE AND CARD USAGE TERMINATION

- 6.1. In case of the lost or stolen Card, or if the Cardholder wishes to replace the Card, the Cardholder may request the Bank to replace a new Card and pay fees for the replacement.
- 6.2. In case the Cardholder unilaterally terminates the Card usage, the primary Cardholder must give the Bank a written notice of termination and take responsibility for returning the Card(s) (including primary Card and supplementary cards) to the Bank. The unilateral termination of Card usage upon Cardholder's request in accordance with provisions in the Agreement for International Credit Card Issuance and Usage does not exclude the responsibility of the Cardholder in paying all Card balance and all disputes and claims (if any).
- 6.3. In the event of Card usage termination as requested by the Bank or the Cardholder or Card usage expiry; or any change of Cardholders referring to Card issuance conditions but the Cardholder does not make procedures for continuing the usage, the entire remaining balance on the account shall be due, and the Cardholder is responsible for paying all arising Card transactions, fees and interests until that time. Upon the termination of Card usage, the Cardholder shall return the Card to the Bank and shall stop using the Card for cash withdrawal, purchasing transactions even for the transactions via Internet, telephone and mail. In case of returning card by Post, Card must be cut in half with carved chip and panel and sent to the Bank. If terminated Card is not returned to the Bank, the Cardholder must be liable for the lost or stolen card notification fees as stipulated by the Bank. If the Cardholder terminated Card usage but still continues using the Card to make transaction, the Cardholder is still liable for paying such transactions.
- 6.4. The Cardholder is entitled to revoke or lock the Card in any of the following cases:

- After the payment due date, the Cardholder could not pay/pay enough the minimum payment amount;
- The Cardholder has spent over the credit limit without the Bank's permission;
- The Cardholder has breached the regulations on the Card usage of the Bank or the Laws, the SBV, the International Card Scheme in Card usage;
- Suspected cases relating to the fraud, counterfeit and risk management;
- As required by authorized agencies;
- The Bank is entitled to revoke the Card to be suspected relating to the fraud or risk at any time by sending a written notice of this revocation to the Cardholder or through Acquirer or Merchant. In this case, the Bank is excused from responsibility for any damage to the Cardholder's reputation caused by the revocation of the Card;
- The Cardholder is in temporarily custody in accordance with the Laws for investigation purpose;
- The Bank realizes that the documents and information provided by the Cardholder are not true, inaccurate;
- The Cardholder breaches payment responsibility (including principal, interest, fees and other arising fees) to the Bank and/or any other credit institutes.
- Other events as regarded by the Bank may impact the Cardholder's capacity for making full and timely payment.

CLAUSE 7: FORCE MAJEURE

- 7.1 Force Majeure means an event(s) of an extraordinary nature, which was not caused by the Parties and that could not be reasonably foreseen and avoided even the Parties have applied all necessary methods within their capability
- 7.2 Subject to the above conditions, Force Majeure as defined in this Agreement especially includes without being limited to earthquake, flood, drought, fire,

explosion, diseases, disasters, calamity, war, terrorism, strike, bankruptcy, etc. or any events that are unpredictable and under no obligation to know in advance resulting in the inability to continue the Agreement or serious impacts on the validity of the Agreement.

- 7.3 If either Party is affected by Force Majeure, within seven (07) days, it shall notify the other Party in writing and within thirty (30) days, it shall send reports in writing to the other Party of the reasons for the event, its impact on the obligations performance as stipulated in the Agreement together with certificates from local Authorities for the Force Majeure. As soon as the Force Majeure ends, the Parties promptly and diligently make every effort and take all appropriate measures and actions within its powers in good faith to overcome, eliminate or minimize the adverse effects of the Force Majeure (if any) and continue all such efforts and take all such measures and actions to enable it to perform or continue to perform its obligations under this Agreement.
- 7.4 In case the force majeure lasts for more than one (01) month, the Parties shall examine and find reasonable methods for terms and conditions of the Agreement. In case that the Parties could not negotiate the resolution, both Parties agree that the dispute shall be handled at competent Vietnam People's Court where the Bank's branch – one Party of the Agreement - is located at the time of submitting petition.

CLAUSE 8: DECLARATION

- 8.1 The Cardholder(s) confirm that all information stated herein is true and complete in all respects and be solely responsible for all given above information.
- 8.2 The Cardholder(s) confirm that the Bank has informed about the Table of fees, charges and interest for Vietcombank International Credit Card at the time of Card Issuance. The Cardholder(s) agree that The Table of fees, charges and interest for Vietcombank International Credit Card is subject to change by The Bank from time to time and shall be published on the Vietcombank's official website (www.vietcombank.com.vn).
- 8.3 The Cardholder(s) agree to receive the Bank's advertising for all products, services, programs through email, SMS or other methods and agree to participate in the Bank's promotional programs.
- 8.4 The Cardholder(s) agree to The Bank to use and provide Cardholders' credit information at The Bank for the organizations providing credit information products or Governmental authorities according to regulations of the Laws.
- 8.5 Cardholder agrees and commits to comply with the regulations of the privilege service provider/insurance provider when using the services provided by that provider and the Bank is totally absolved of Disputes and complaints arise (if any).
- 8.6 Cardholder agrees to International Card Scheme/Airport lounge service provider to charge his/her account for own lounge use and his/her companion(s). Cardholder understands that fees and other provisions relating to the airport lounge use regulated by the Bank and/or Airport lounge service provider. The Bank and/or Airport lounge service provider reserve all rights to change the terms and conditions of the service from time to time.

CLAUSE 9: AMENDMENT

The Bank is entitled to make any change or amendment on the Agreement for Vietcombank International Credit Card Issuance and Usage at any time regarded as suitable by the Bank. Any amendment of the Agreement shall be effective from the time of being notified on the official website of the Bank. Within 30 Working Days since the notification of the Bank on the official website, if the Cardholder does not have any feedback in writing, it shall be understood that the Cardholder completely accepts such amendments of the Bank.

CLAUSE 10: TRADEMARKS AND ASSIGNMENT

(Only applied for Amex branded cards)

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

- 10.2 The Cardholder hereby consents, now and at any time in the future, to the entire or partial assignment of the Bank's rights and responsibilities on Card issuance and usage to American Express, and agrees that any such assignment shall become effective upon the date stated in the notice of assignment given to the Cardholder by the Bank or American Express, even whether the Cardholder actually receives the Bank/American Express's notification in fact or the Bank whether receives the feedback of the Cardholder or not.

CLAUSE 11: GOVERNING LAW, DISPUTE RESOLUTION

- 11.1 The "Agreement for Vietcombank International Credit 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.
- 11.2 The contents not regulated in this Agreement shall be applied as stipulated by the Laws, the Bank, the SBV and the International Card Scheme.
- 11.3 In the event of any arising dispute relating to the implementation of the Agreement, the parties shall firstly resolve the dispute through negotiation. In case no resolution is reached by such negotiation, the parties shall bring the dispute to the Vietnamese authorized Court where the Branch of the Bank-- one Party of the Agreement - is located to resolve.

CLAUSE 12: EXECUTION

- 12.1 The Vietcombank International Credit Card Application Form together with any amendment and attached documents (if any) are integral parts of the Agreement for Vietcombank International Credit Card Issuance and Usage. The Agreement is effective from the signing date to the Card termination or when the Cardholder has fulfilled all financial liabilities to the Bank as mentioned in the Agreement, depending which time comes later.
- 12.2 The Agreement for International Credit Card Issuance and Usage shall be made in Vietnamese language. In case of foreign party participation, the Agreement shall be made in Vietnamese and English. In case of any discrepancy between Vietnamese and English version, the Vietnamese version shall prevail.
- 12.3 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 influence on the validity, the effectiveness and the performance of residual Clauses of the Agreement.
- 12.4 None or late execution the rights and obligations of the Bank according to this Agreement shall not be considered as fully or partly disclaim the rights and obligations of the Bank unless the Bank notifies in writing of its disclaimer.
- 12.5 The Cardholder and the Bank confirm that they have read, acknowledged and agreed to be complied with terms and conditions in the Agreement for Vietcombank International Credit Card Issuance and Usage, other regulations of the Bank, the SBV, International Card Scheme and the prevailing Laws of Vietnam.

TERMS AND CONDITIONS FOR VIETCOMBANK INTERNATIONAL CREDIT CARD ISSUANCE AND USAGE (For Individual Customer)

