

CLAUSE 1. DEFINITIONS

- 1.1. **"The Bank"** shall mean the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank).
- 1.2. **"Big C"** shall mean the Big C supermarkets in Vietnam.
- 1.3. **"International Card Scheme"** shall mean the institute owned international card brand, herein Visa International Card Scheme.
- 1.4. **"Card"** shall mean the Vietcombank Big C Co-brand Card issued by the Bank.
- 1.5. **"Cardmember"** shall mean any person who is allowed by the Bank to use the Card and whose name is embossed on the Card. The Cardmembers shall mean the holder of a current account opened at the Bank who applying to issue the Card for her/himself.
- 1.6. **"Account"** shall mean the current account (domestic currency account or foreign currency account) under the name of the Cardmember opened with the Bank for the purpose of Card issuance and usage pursuant to these Terms and Conditions.
- 1.7. **"Available account balance"** shall mean a remained account balance including overdraft limit after deducting required minimum account balance and blocked amount as stipulated by the Bank.
- 1.8. **"Acquirer"** is a financial or credit institution conducting legally Card payment services through Merchants and/or Cash Advance Points and/or ATMs.
- 1.9. **"Merchant"** shall mean all establishments supplying goods and services, agent banks and Cash Advance Points that are authorized by the Bank as per the contract signed with the Bank to accept Cards as a means of payment.
- 1.10. **"Cash Advance Point" (CAP)** shall mean transaction counters and ATMs of the Bank and acquirers where Cardmember(s) can use their Card(s) to withdraw cash. Cash Advance Point are considered as the special Merchants.
- 1.11. **"Automated Teller Machine" (ATM)** shall mean the device of the Bank; agent banks and acquirers at which the Card is used to obtain cash advance or other services (if any).
- 1.12. **"Personal Identification Number" (PIN)** shall mean the Cardmember's personal identification number, which includes 6 digits selected and used by the Cardmember to withdraw cash or obtain other services as stipulated by the Bank.
- 1.13. **"Card transaction"** shall mean any transactions made by a Card at Merchants, CAPs, ATMs and/or on the Internet and/or other payment channels as stipulated by the Bank.
- 1.14. **"Sales slip"** shall mean the evidence used for Card transaction confirmation.
- 1.15. **"Daily usage limit"** shall mean the maximum amount and counts that the Cardmember is allowed to make purchase, cash withdrawal/money transfer/bill payment and/or other transactions as stipulated by the Bank by the Card within a day.
- 1.16. **"Statement"** shall mean the detailed report of all Card transactions made by the Cardmember, including: cash withdrawals made at non-Vietcombank ATMs, purchases as well as fees and charges arising in a fixed duration as stipulated by the Bank.
- 1.17. **"Date"** shall mean calendar day.
- 1.18. **"Working day"** shall mean business day from Monday to Friday of the week except holidays accordance with the laws of the Socialist Republic of Vietnam.

CLAUSE 2. CARDMEMBER'S RIGHTS AND RESPONSIBILITIES

2.1. Rights of Cardmembers:

- a. To use the Card for payment of goods and services, cash withdrawal/money transfer/bill payment and/or other transactions as stipulated by the Bank at Merchants, ATMs, CAPs and/or on the Internet.
- b. To link the Card with domestic currency (VND) or foreign currency accounts for the Card usage. The foreign exchange rate is applied to settlement transactions in foreign currency announced by the Bank at the time of transaction.
- c. To get benefits from promotional programs as stipulated by the Bank.
- d. To get benefits from promotional programs implemented by Big C when using cards for goods or services payment at Big C according to rules regulated and notified by Big C.
- e. The Cardmember has the right to make any inquiries/claims upon the Card usage and should bear all arising costs as stipulated by the Bank. The time to make claim on transactions shall not exceed **45 days** from the transaction date.
- f. The Cardmember has the right to request for Card reissuance, PIN reissuance or any other request in terms of card issuance and usage as stipulated by the Bank.
- g. The Cardmember has the right to request the Bank to terminate the use of Card by sending a written request to the Bank. The written notice received by the Bank is the evidence of termination of the use of the Cardmember, which does not depend on the Bank has taken back or/and locked the Card(s) or not. However, in all cases, the termination does not remove or change any payment obligations of the Cardmember to the Bank until Cardmember completes all payment to the Bank. The Bank is excused from responsibility for any arising risk related to the unilateral termination of Card usage according to the notification of the Cardmember.

- h. To receive monthly card statement issued by the Bank to record any arising cash withdrawals at non-Vietcombank ATMs or purchases made by the Card in the month. The Bank will not issue Statement on the month that no Card transaction arisen.

2.2. Responsibilities of Cardmembers:

- a. The Cardmember is responsible to open current account at the Bank.
- b. To provide the Bank with the Cardmember's precise and necessary information at the Bank's requests or other authorities according to Card issuance and usage at any time.
- c. To come or ask authorised person with an authorised letter to the Bank to pick up the Card and PIN according to the instructions at the appointment Card receipt.
- d. To receive the Card within 45 days of the issuance date or it will be subject to be invalid while the Cardmember is still liable for issuing fee and annual fee.
- e. To activate the Card by changing the provided PIN upon Card receipt and to be fully responsible for the security of the PIN.
- f. To exercise all possible measures to ensure the safety for the Card and not to disclose PIN to anyone else.
- g. Not to transfer the Card to any third party or let others use.
- h. To check and make full payment for any charge relating to Card transactions as well as other charges under the Table of Charges periodically stipulated by the Bank.
- i. The Cardmember shall be obliged to sign his/her sample signature on the signature panel at the back of the Card immediately upon the receipt of the Card. Per single use of the Card for cash advance or payment for goods and services, if required, the Cardmember must sign the sales slip in a manner similar to the sample signature provided, however, that a signature shall not be required for transaction conducted by telephone, mail order, Internet, or such other means as may be approved by the Bank.
- j. To be fully responsible for all transactions effected by the use of PIN and/or Cardmember's signature, including the transactions which are not authorized by the Bank and/or other transactions which have full evidences of transaction performance.
- k. Not to cancel or change any successful transactions at ATMs and/or Merchants which are completely recognized in the Bank's system with full information of account number, transaction code and other details.
 - l. To take full responsibility of any risk related to Card transactions made on the Internet by Cardmember's Card.
- m. In case of PIN disclosed or Card lost/theft, the Cardmember shall bear any risk and be responsible for paying for all transactions made before the Card is locked by the Bank.
- n. To be responsible for the quality of goods and services and for settling disputes with Merchants concerning transactions without delaying payment to the Bank.
- o. If the Cardmember uses the Card to make reservation at a Merchant but does not obtain the service or cancel the booking in time, he/she is still responsible for paying partially or fully service amount, relevant taxes and fees in accordance with regulations of the Merchant.
- p. Not to use the Card to make transactions in the case of insufficient account balance.
- q. To provide service cancellation evidences (if any) to the Bank for any recurring transactions (monthly or quarterly) made on the Internet.
- r. To immediately notify the Bank in writing of any change in residential address, contact address, career or other information at the Bank's request.
- s. In case of loss or theft of the Card or disclosure of PIN, the Cardmember shall, first of all, immediately inform the Bank by the quickest possible means. After that, the Cardmember must provide the Bank with following information in writing:
 - Cardmember's name
 - Card number
 - Effective Date
 - Place of loss/theft
 - Time of loss/theft
 - Identity Card or Passport number
- t. Upon finding the Card which the Cardmember has previously reported as being lost or stolen, not to make any attempt to use such Card but to return it to the Bank.
- u. In case the Cardmember wishes to terminate the use of his/her Card, the Cardmember must return the Card to the Bank (excluding the lost case).
- v. To use the Card and manage the account in accordance with regulations of the Bank and the International Card Scheme.
- w. Not to make card transactions against the laws of the Socialist Republic of Vietnam and/or local country.
- x. To be responsible for reimbursing according to the request of the Bank by allowing the Bank to debit Cardmember's account for the amount which the Cardmember received due to the Bank's unexpected errors in the processing or errors of processing system, transmission link, etc.
- y. To be responsible for checking the accuracy of contents stated in the monthly statement. In case contents stated in the statement is not accurate, Cardmember shall inform the Bank as regulated in Clause 2, Article 2,1, Point e of these Terms and

Conditions.

- z. To be responsible to immediately inform the Bank in case there is any card transactions not made by Cardmember.

CLAUSE 3. RIGHTS AND RESPONSIBILITIES OF THE BANK

3.1. Rights of the Bank:

- a. To be excused from responsibility when the Bank is unable to perform an obligation under these Terms and Conditions due to the failure of data processing system, transmission link or any reason beyond the Bank's control.
 - b. To be excused from any responsibility of payment of goods and services, cash withdrawal/money transfer/bill payment and/or other transactions as stipulated by the Bank taken by PIN disclosure or lost/stolen cards which have not been reported to the Bank by the Cardmember.
 - c. To debit the Cardmember's current account all fees stipulated by the Bank; all Card transactions and/or adjustment transactions that were previously erroneously credited to the Cardmember's account.
 - d. To debit/credit transaction amount to the Cardmember's account for all card transactions, all fees (if any) as stipulated by the Bank in Table of charges for the Vietcombank Big C Visa Co-brand Card at the time of transaction according to the foreign exchange rate regulated by the Bank at the date of transaction.
 - e. To decline the transaction if the available account balance is insufficient to make payment or if the daily usage limit is over.
 - f. To be excused from responsibility for the delivery, quality of any goods or services paid by the Card. The Bank shall be entitled to charge the account values of Card transactions whether goods and/or services are delivered, received, performed or not.
 - g. To be allowed to provide related State authorities Cardmember's account information, transactions and other information to support Card transaction reviews, claims or disputes, which have arisen in accordance with local laws.
 - h. To lock/cancel the Card usage and not reimburse any fees in following cases: (i) Cardmember violations detected in account management and Card usage principles regulated by the Bank or upon the written decision/requirement by State authorities; (ii) Other cases related to counterfeit or risk.
 - i. To take the Card back at anytime by informing the Cardmember directly or through acquirers Bank or Merchants. In this case, the Bank is excused from responsibility for any damage of honour or prestige of the Cardmember caused by the Card revocation.
 - j. To immediately lock/cancel all Card(s) that linked with the account upon receipt of written request for account termination.
 - k. The Card's expiry date will be regulated/notified by the Bank time to time.
 - l. To be excused for counterfeit or fraud transactions resulted from the card lost/theft or PIN disclosure of the Cardmember and/or the third party.
 - m. To be excused for counterfeit or fraud transactions or any others relating to card transactions made on the Internet by Cardmember's Card.
 - n. The Bank reserves the right to reject claims related to single transaction with the value less than USD 25 or equivalent at T&E (Travel & Entertainment) Merchants as stipulated by International Card Scheme (e.g Airlines, automobile and vehicle rentals, cruise lines, passenger railways, hotels, motels, restaurants, travel agencies and tour operators, ...) and less than USD 10 or equivalent at other types of Merchants.
 - o. The Bank has the right to request the Cardmember to provide full documents or any evidences related to card transactions of Cardmember in order to verify the authenticity of card transactions.
 - p. The Bank is excused from the responsibilities for any arising claims in relation to the implementation of the incentive programs for the Cardmember which are not directly implemented by the Bank.
- ### 3.2. Responsibilities of the Bank:
- a. To comply with regulations on Card issuance and payment, to ensure the rights of the Cardmember under these Terms and Conditions, to keep the Cardmember's information confidential, except as otherwise specified by the laws.
 - b. To immediately lock the Card after receiving Cardmember's notice through the Bank's Contact Center 24/7 hotline or within **one (01) hour** upon receipt of the Cardmember's written notice of the Card lost, stolen or PIN disclosed.
 - c. To inform the Cardmember about Card renewal upon the expiration of the Card. If the Cardmember does not apply for Card renewal, it shall be understood that the Cardmember demands for the card termination, however, not including that the Cardmember is still responsible to fulfill any unpaid charges as per these Terms and Conditions.
 - d. To return the card which is kept at ATMs of the Bank to the Cardmember within 10 working days since the date of receiving Cardmember's notice. The Card which is kept at ATMs of acquirers would be returned to Cardmember within the timeframe stipulated by International Card Scheme and/or acquirers.
 - e. The time frame for the Bank to resolve the Cardmember's claims/disputes is **180 working days** since the date of receiving claim request in writing of the Cardmember. The Bank shall reimburse transaction value of reasonable claims. In some special

case, specific notice shall be released to the Cardmember by the Bank.

- f. The Bank shall debit/credit transaction value to the Cardmember's account: (i) on the same working day for card transactions that are performed before the Daily-book-closing hour in accordance with the banking operation. (ii) on the next working day for Card transactions carried out after the Daily-book-closing hour in accordance with the banking operation.

CLAUSE 4. AMENDMENT OF THESE TERMS AND CONDITIONS

The Terms and Conditions for Vietcombank Big C Visa Co-brand Card Issuance and Usage can be amended by the Bank at any time. The Bank shall notify the Cardmember on public media or on Vietcombank official website (<http://www.vietcombank.com.vn>) about any amendment of these Terms and Conditions. After 60 days from the notification of the Bank on the official website (<http://www.vietcombank.com.vn>), if the Cardmember does not have any feedback in writing, it shall be understood that the Cardmember completely accepts such amendments of the Bank.

CLAUSE 5. GOVERNING LAW AND DISPUTE SETTLEMENT

- a. The Terms and Conditions for Vietcombank Big C Visa Co-brand Card Issuance and Usage is governed by the laws of the Socialist Republic of Vietnam and stipulations on the issuance, use and payment of the Bank and International Card Scheme.
- b. If any dispute arises relating to the interpretation or implementation of these Terms and Conditions, the parties shall settle the dispute through amicable negotiation and reconciliation. In case no resolution is reached by such negotiation, the parties shall bring the dispute to the relevant court where the Bank has branches signing the The Terms and Conditions for Vietcombank Big C Visa Co-brand Card Issuance and Usage.

CLAUSE 6. EXECUTION

- a. The Cardmember shall be liable for exercising the terms and conditions of the Terms and Conditions for Vietcombank Big C Visa Co-brand Card Issuance and Usage.
- b. The Terms and Conditions for Vietcombank Big C Visa Co-brand Card Issuance and Usage and any attached documents (if any) are integral parts of Application Form for Vietcombank Big C Visa Co-brand Card and effective since when the Cardmember signs in the Application Form to the time of Card termination of the Cardmember (due to the expired card) or as per requests from the Bank/ Cardmember/ State authorities or when the Cardmember has fulfilled all financial charges to the Bank. The reason shall be as which time comes first. The Cardmember and the Bank certify that they have read, understood and agreed to the Terms and Conditions for Vietcombank Big C Visa Co-brand Card Issuance and Usage, other regulations of the Bank, International Card Scheme and the prevailing laws of Vietnam.