

x. 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.

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/billing payment and/or other transactions as stipulated by the Bank taken by lost or stolen Cards, disclose PIN which have not been reported to the Bank by the Cardmember.
- c. To be hold/blocked off transaction value for all purchases at Merchants, on the internet to Cardmember's current account within 15 days from date of transaction.
- d. To debit the Cardmember's current account all fees as stipulated by the Bank; all Card transactions and/or adjustment transactions that were previously erroneously credited to the Cardmember's account.
- e. To debit transaction value to Cardmember's account (current account, saving accounts and other accounts at the Bank – if any) to pay all Card transactions, all fees (if any) as stipulated by the Bank in Table of charges for the Vietcombank Cashback Plus American Express Card of the Bank at the time of transaction or after 15 days from date of transaction (for the hold/blocked amount stipulated in Clause 3, Article 3.1, Point c of these Terms and Conditions. The foreign exchange rate (If any) is regulated by the Bank/Amex at the time of transaction.
- f. To decline the transaction if the available account balance is insufficient to make payment or if the daily usage limit is over.
- g. To be excused from responsibility for the delivery, quality and other risks of any goods or services paid by the Card or obtained through the use of 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.
- h. 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.
- i. 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.
- j. To take the Card back at anytime by informing the Cardmember directly or through agent Bank, 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.
- k. To immediately lock/cancel all Card(s) that linked with the account upon receipt of written request for account termination.
- l. The Card's expiry date will be regulated by the Bank time to time.
- m. 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.
- n. The Bank reserves the right to reject claims related to single transaction with the value less than USD 20 or equivalent.
- o. The Bank is entitled to request the Cardmember to provide full documents or any evidences related to Card transactions made by the Card in order to verify the authenticity of Card transactions.

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. The Bank only returns the Card at the Bank's ATMs within 10 working days from the notification receipt of the Cardmember in the following cases:
 - Transactions with incorrect PIN
 - The ATM has released the Card, however the Cardmember did not take therefore the ATM retained.
- d. The Bank will not return the Card for the Cardmember in the following cases:
 - The Card is kept by ATM which is out of Vietnam territory.
 - The lost, stolen Card
 - The locked Card, etc
- 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 cases, specific notice shall be released to the Cardmember by the Bank.

CLAUSE 4. AMENDMENT OF THESE TERMS AND CONDITIONS

The Vietcombank Cashback Plus American Express Card Terms and Conditions for Card issuance and usage can be amended by the Bank at any time. The Bank shall notify the Cardmember in writing or 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 (website: 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. TRADEMARKS AND ASSIGNMENT

- 5.1. American Express is a trademark of American Express. This Card is issued by Vietcombank pursuant to a license from American Express.
- 5.2. The Cardmember hereby consents, now and at anytime in the future, to the assignment of the whole of any part of the Bank's right and responsibility on Card issuance and usage to Amex or affiliate thereof, and agree that any such assignment shall become effective upon the date started in any notice of assignment given to the Cardmember by the Bank or by Amex.

CLAUSE 6. GOVERING LAW AND DISPUTE SETTLEMENT

- 6.1. The Vietcombank Cashback Plus American Express Card Terms and Conditions for 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/ Amex
- 6.2. If any dispute arises during the implementation, firstly 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 authorized court for resolution where the Bank places its branch which has signed "The Terms and Conditions for Card issuance and usage of The Vietcombank Cashback Plus American Express Card" for resolution.

CLAUSE 7. EXECUTION

- 7.1. The basic Cardmember and supplementary Cardmember(s) shall be joint and severally liable for exercising The Vietcombank Cashback Plus American Express Card Terms and Conditions for Card issuance and usage.
- 7.2. The Vietcombank Cashback Plus American Express Card Terms and Conditions for Card issuance and usage and any attached documents (if any) are integral parts of The Vietcombank Cashback Plus American Express Card Application form and effective since when the Cardmember signs in The Vietcombank Cashback Plus American Express Card 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 Vietcombank Cashback Plus American Express Card Terms and Conditions for Card issuance and usage, other regulations of the Bank/ Amex and the prevailing laws of Vietnam.

TABLE OF CHARGES FOR THE VIETCOMBANK CASHBACK PLUS AMERICAN EXPRESS CARD

No	FEES	AMOUNT
1	Issuance fee - Basic Card - Supplementary Card	VND 50,000 per Card VND 50,000 per Card
2	Monthly fee	VND 5,000/month/Card
3	Card replacement, Card renewal and Card re-issuance (at the Cardmember's request) - Basic Card - Supplementary Card	VND 50,000/Card/request VND 50,000/Card/request
4	PIN renewal	VND 10,000/Card/request
5	Card lost or stolen notification	VND 50,000/Card/request
6	Transaction at Vietcombank ATM network - Cash withdrawal - Account transfer - Statement inquiry - Account balance inquiry	VND 1,100/transaction VND 3,300/transaction Waived Waived
7	Transaction at other ATM networks Cash withdrawal - In Vietnam's territory: - Outside Vietnam's territory:	- VND 10,000/transaction - 4% transaction amount
8	Cash withdrawal over the counter (at other networks)	4% transaction amount
9	Money transfer via Card	VND 11,000/transaction
10	Foreign currency conversion	2.5% of transaction amount
11	Charge back fee	VND 80,000/disputed transaction
12	Transaction invoice request - At Merchants of Vietcombank - At Merchants out of Vietcombank	VND 20,000/invoice VND 80,000/invoice

Notice:

- Above-mentioned charges have included VAT;
- Charge back fee: This fee will be refunded by Vietcombank under customer's reasonable claim;
- Foreign currency conversion fee: as stipulated by American Express and the Bank as follows:
 - 2% is charged by American Express
 - 0.5% is charged by the Bank;
- A charge that is made in a foreign currency other than US Dollars will, when the conversion is done by American Express, be converted into US Dollars before being converted into your billing currency;
- This Table of Charges does not include fees charged by other Banks (if any);
- This Table of Charges is subject to change from time to time by Vietcombank and published in the Vietcombank official website (www.vietcombank.com.vn) or available at Vietcombank's branches;



To: **Joint Stock Commercial Bank for Foreign Trade of Vietnam**

I/We would like to apply for The Vietcombank Cashback Plus American Express Card, as follows:

1 GENERAL INFORMATION

Payment for Card issuance fee: Auto debit Cash

Current account with Vietcombank:

Principal account:

Supplementary account (if any):

Customer Information File (CIF):

2 BASIC CARDMEMBER'S DETAILS

Full name (as in Identity Card/Passport):

Name to appear on the Card (in capital, maximum 20 characters, including spaces):

Gender: Male Female

Date of Birth:

Nationality:

Identity Card or Passport Number:

Date of issue: Place of issue:

Permanent residential address:

Home phone:

Mobile phone:

E-mail address:

Education:

Marital status: Single Married Others

Mother's maiden name:

(for the purpose of verification if required)

3 EMPLOYMENT DETAILS

Employed Self Employed

Others (Please specify):

Company name:

Address:

Office phone:

Current position:

Length of Employment contract:

4 METHOD OF RECEIVING BANK STATEMENT AND BANK ADVISES/INFORMATION

Please send the monthly statement and other correspondences:

By post:

Permanent residential address Office address

Others:

By e-mail

Both of above

5 METHOD OF RECEIVING PROMOTIONAL INFORMATION

I/ We agree to allow the Bank send all promotional information:

By e-mail

By SMS

By all the chanel of the Bank

I/ We do not agree to allow the Bank send all promotional information

6 1st SUPPLEMENTARY CARDMEMBER'S DETAILS (Please cross if not applicable)

Full name (as in Identity Card/Passport):

Name as desired on the Card (in capital, maximum 20 characters, including spaces):

Gender: Male Female

Date of Birth:

Nationality:

Identity Card or Passport Number:

Date of issue: Place of issue:

Residential address:

Phone:

Relation:

7 2nd SUPPLEMENTARY CARDMEMBER'S DETAILS (Please cross if not applicable)

Full name (as in Identity Card/Passport):

Name to appear on the Card (in capital, maximum 20 characters, including spaces):

Gender: Male Female

Date of Birth: Nationality:

Identity Card or Passport Number:

Date of issue: Place of issue:

Residential address:

Phone:

Relation:

8 3rd SUPPLEMENTARY CARDMEMBER'S DETAILS *(Please cross if not applicable)*

Full name (as in Identity Card/Passport):

Name to appear on the Card (in capital, maximum 20 characters, including spaces):

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Gender: Male Female

Date of Birth:.....Nationality:.....

Identity Card or Passport Number:.....

Date of issue:.....Place of issue:.....

Residential address:.....

.....

Phone:.....

Relation:.....

9 DECLARATION

I agree that all information stated herein is true and complete in all respects. By signing this Application, I acknowledge that I have read, understood and agreed to be bound by "The Vietcombank Cashback Plus American Express® Card Terms and Conditions for Card issuance and usage" attached with this Application.

This Application and the attached "The Vietcombank Cashback Plus American Express Card Terms and Conditions for Card issuance and usage" has been made as a single original for the records of Vietcombank. A copy of "The Vietcombank Cashback Plus American Express Card Terms and Conditions for Card issuance and usage" will also be available when your Card(s) is/are issued.

Date

Signature and Name of Basic Cardmember

.....

10 FOR CUSTOMERS ISSUING CARDS THROUGH THE COMPANY

I agree and authorize a legal representative of the Company named:

as per the Document/Letter of attorney No.:

to stand for me to receive my issued Card(s) in compliance with the above information and related documents of the Bank. I declare to be fully responsible and not to make any claims on the authorization.

Date

Signature and Name of Basic Cardmember

.....

FOR BANK USE ONLY

Joint Stock Commercial Bank for Foreign Trade of Vietnam accepts this Application for The Vietcombank Cashback Plus American Express® Card.

Number of Card:.....(in writing):.....

Payment for Card issuance fee: Auto debit Cash

Date of verification:

Issuing staff	Manager	Director of Branch
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CLAUSE 1. DEFINITIONS

- 1.1. "The Bank" shall mean the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank).
- 1.2. "Amex" shall mean American Express Company and its subsidiaries.
- 1.3. "Card" shall mean the Vietcombank Cashback Plus American Express Card issued by the Bank.
- 1.4. "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 mean the Basic and Supplementary Cardmembers. "Basic Cardmember" shall mean a current account holder who is opened with the Bank and apply to issue the Card for her/ himself. "Supplementary Cardmember(s)" shall mean other individual(s) who are agreed by the basic Cardmember to apply for the Card(s) and to carry out Card transactions within available account balance of Basic Cardmember.
- 1.5. "Account" shall mean the current account (domestic currency account or foreign currency account) under the name of the basic Cardmember opened with the Bank for the purpose of Card issuance and usage pursuant to these Terms and Conditions.
- 1.6. "Available account balance" shall mean a remained account balance including overdraft limit after deducting required minimum account balance and hold/blocked amount as stipulated by the Bank.
- 1.7. "Agent Bank" shall mean a bank authorized by Vietcombank to provide some Amex Card acceptance services under the agent contract signed with Vietcombank.
- 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, Agent banks 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 transaction made by a Card at Merchants, CAPs, ATMs, and/ or on the Internet and/ other payment channels as stipulated by the Bank.
- 1.14. "Sales slip" shall mean the evidence which is 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. "Card 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. "Working day" shall mean business days 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 Cardmember

- 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. The foreign exchange rate applied to settlement transactions in foreign currency is announced by the Bank and/or Amex at the time of transaction.
- b. To get benefits from preferential programs as stipulated by the Bank.
- c. When the Cardmember makes any transactions at Merchants, on the Internet (excluding Card transaction at CAPs, ATMs and/or other transaction channels according to the Bank's regulation), the basic Cardmember's account will be debited after 15 days from transaction date. The Cardmember is not allowed to use such Card transaction amount but is entitled to earn current account interest rate on such amount until the time the Bank debit that amount. For Card transaction at CAPs, ATMs and/or other transactions as stipulated by the Bank, the Bank will debit the basic Cardmember's account at the time of the transaction.
- d. To get cash back for Card transactions at Merchants, on the Internet (excluding Card transaction at CAPs, ATMs and other transactions according to the Bank's regulation) as stipulated by the Bank.
- e. The Basic Cardmember is entitled to make any inquiries/claims upon the Card usage and should bear all arising costs as stipulated by the Bank (if any). The time to make claim on transactions shall not exceed **45 days** from the transaction date.
- f. The Basic Cardmember is entitled to request for Card reissuance or PIN reissuance and other requests relating to Card issuance and usage as stipulated by the Bank.
- g. The Basic Cardmember has the right to request unlimited supplementary Cards. The basic Cardmember is the only person having the right to make requests relating to Card usage of supplementary Cardmember(s).
- h. The Basic Cardmember has the right to request the Bank to terminate the use of basic Card and supplementary Card(s) by sending a written request to the Bank. The written notice received by the Bank is the evidence of the termination of the use of Basic Cardmember and/or Supplementary Cardmember, which does not depend on the Bank has taken back and/or locked the Card(s) or not. However, in all cases, the

termination does not remove or change any payment obligations of the Basic Cardmember to the Bank until Cardmember complete 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 Basic Cardmember. If the basic Cardmember officially terminates the use of the Card, the use of supplementary Cardmember(s) shall likewise be terminated. The Basic Cardmember has the right to request the Bank by written notice to terminate the use of the Supplementary Cardmember(s) without the consent of the Supplementary Cardmember(s).

- i. To receive Card statement issued by the Bank on the monthly basis through electronic mail (email) and/or post (post only applied within Vietnam territory). The Bank will not issue Statement for the Cardmember in the month that no transaction including cash withdrawal out of Vietcombank system arisen and/or goods, services purchases transactions by the Card and/or no fees relating to Card usage of the Cardmember except the case upon request from Basic Cardmember for such statement issued which is approved by the Bank.

2.2. Responsibilities of Cardmember

- a. The basic 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.
- 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 immediately changing the provided PIN upon Card and PIN receipt. PIN number is only known by the Cardmember and the Cardmember and PIN is 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 other transactions which have full evidences of transaction performance. In case of PIN disclosed or Card lost/theft, the Cardmember shall be responsible for paying for all transactions made before the Card is locked by the Bank.
- k. To take full responsibility of any risk related to Card transactions made on the Internet by Cardmember's Card.
- l. To be responsible to immediately inform the Bank in case there is any Card transactions not made by Cardmember.
- m. To be responsible for the quality of goods and services and for settling disputes with Merchants concerning transactions without delaying payment to the Bank.
- n. 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.
- o. To provide service cancellation evidences (if any) to the Bank for any recurring transactions made on the Internet.
- p. To immediately notify the Bank in writing of any change in residential address, contact address, career or other information at the Bank's request.
- q. 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:

- | | |
|--|---|
| <input type="checkbox"/> Cardmember's name | <input type="checkbox"/> Place of loss/theft |
| <input type="checkbox"/> Card number | <input type="checkbox"/> Time of loss/theft |
| <input type="checkbox"/> Effective Date | <input type="checkbox"/> Identity Card or Passport number |

- r. 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.
- s. 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).
- t. To use the Card and manage the account in accordance with regulations of the Bank.
- u. Not to make transactions against the laws of the Socialist Republic of Vietnam and/or local country.
- v. To be responsible for reimbursing according to the requests of the Bank by allowing the Bank to debit the cardmember's account for the amount which the Cardmember received due to the Bank's unexpected errors in the processing procedure, errors of processing system, transmission link, etc.
- w. The basic Cardmember shall take full responsibility of Card transactions taken by supplementary Cardmember(s).