



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

Applied from 01st December 2023

A. GENERAL PROVISIONS

I. SCOPE OF APPLICATION

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

II. DEFINITIONS AND ABBREVIATIONS

1. Definitions

- 1.1. **Vietcombank:** shall mean the Joint Stock Commercial Bank for Foreign Trade of Vietnam.
- 1.2. **International Credit Card (Card):** shall mean the payment method which Vietcombank issues for the cardholder to make the card transactions within and outside the territory of the Socialist Republic of Vietnam under this Agreement. Card includes both the Primary Card and the Supplementary Card(s) (if applicable).
- 1.3. **Co-brand card:** shall mean the Card issued on the basis of the cooperation between Vietcombank and its affiliated partner.
- 1.4. **Virtual Card:** shall mean a card which does not exist in a physical form but exists in an electronic form and contains card information, is issued by Vietcombank to 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. Virtual card can be personalized by Vietcombank to physical cards when requested by customers.
- 1.5. **Cardholder:** shall mean the individual issued credit card by Vietcombank for his/her usage, including the Primary Cardholder and Supplementary Cardholder(s) (if any).
- 1.6. **Primary Cardholder:** shall mean the individual who has a direct contract with Vietcombank for Credit Card issuance and usage.
- 1.7. **Supplementary Cardholder(s):** shall mean the individual(s) who is (are) agreed by the Primary Cardholder for the Card(s) usage; the Primary Cardholder commits to take full responsibility for the Supplementary Cardholder(s)'s card usage under the Agreement.
- 1.8. **The Agreement of Vietcombank Credit Card Issuance and Usage:** shall mean a written agreement between Vietcombank and the Cardholder on the issuance and usage of the Card, including Vietcombank Credit Card Application Form and Contract (confirmed by the Cardholder and approved by Vietcombank), the Terms and Conditions for Vietcombank Credit Card Issuance and Usage for individual customer and other appendices, amendments and supplements (if any).
- 1.9. **Electronic signature of Cardholder:** shall mean the VCB Digibank user name in combination with its associated password and/or one time password and/or any other identification elements of customer/cardholder as prescribed by Vietcombank from time to time in accordance with the provisions of law.
- 1.10. **Contactless card:** shall mean the card used contactless payment technology between the Card and the card accepting device to make card transactions.

- 1.11. **Credit card account:** shall mean a sequence of characters created by Vietcombank associated with each card product of a Cardholder for card usage accordingly. Credit card accounts are associated with one (01) or more Cards of the Cardholder, including Primary Card and Supplementary Cards (if any).
- 1.12. **Card transaction:** shall mean the use of the Card to withdraw cash, pay for goods and services and use other services provided by Vietcombank and Acquires.
- 1.13. **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.
- 1.14. **Reverse transaction:** shall mean a refund transaction to the Cardholder that is executed by the merchant/acquirer when the merchant or the system processed incorrectly.
- 1.15. **Refund:** 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 of the previously performed card transaction.
- 1.16. **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.
- 1.17. **3D Secure:** shall mean the card authentication method in online card transactions.
- 1.18. **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.
- 1.19. **Secure code:** the security number printed on the Card, used to perform e-commerce transactions as requested by Vietcombank.
- 1.20. **One Time Password – OTP:** shall mean secret password that is valid for only one transaction for a certain period of time specified by Vietcombank, usually used as a second authentication of cardholder through authorized individual, 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.
- 1.21. **Collateral:** property legally owned by the Cardholder and/or a third party that Vietcombank accepts as a pledge, mortgage, etc. to secure the issuance, payment and use of the Cardholder's Card.
- 1.22. **Installment service:** is a service that allows the purchase of goods/services by the Card into the equal payment and is paid over multiple statement periods.
- 1.23. **Recurring installment:** is the original transaction value that the Cardholder must pay monthly during the term installment payment in accordance with the provisions of Vietcombank's installment service in each period.
- 1.24. **Associate partner:** shall mean the partner cooperating with Vietcombank in issuing co-branded cards.
- 1.25. **Cut-Off time:** is the time to collect transactions processed by Vietcombank system in a certain period of time or within a day according to Vietcombank's regulations from time to time.
- 1.26. **E-banking channel:** shall mean the channel provided by Vietcombank to customers for conducting transactions via electronic methods including Digibank, SMS Banking, Phone Banking and/or other ebanking services provided by Vietcombank from time to time and announced on the official website of Vietcombank.
- 1.27. **Website/ The official website Vietcombank:** shall mean Vietcombank's website: vietcombank.com.vn.
- 1.28. **Fee schedule and interest rate of credit card (abbreviated as Fee schedule):** shall mean a list of fees, charges and interest rates of individual credit cards applied to Cardholders during the process of card issuance and usage. The fee schedule is an integral part of the Agreement for the Issuance and Usage of Vietcombank Credit Card.

1.29. **Information of Cardholder:** shall mean the information provided by Cardholder, information arising in the process of Cardholder request or provided by Vietcombank with card products and services, including identification information of the Cardholder and the following information: account information, transaction information, information about organizations and individuals who are guarantors at Vietcombank and other relevant information.

1.30. **Date:** is the day, month, and year according to the solar calendar.

1.31. **Working day:** is any day, except Saturday, Sunday, public holiday, Tet holiday and other holidays as prescribed by Vietnamese law and the day on which Vietcombank is allowed or required to close in accordance with the law by competent person/state agency.

1.32. **Transaction date:** is the date the card transaction is made.

1.33. **Posting date:** is the date the card transaction is updated into Vietcombank's system.

Terms in this T&C, if not explained herein, will comply with the definition in Circular No. 19/2016/TT-NHNN dated June 30, 2016 of the State Bank and its amendments, supplement and replace Circular No. 19/2016/TT-NHNN.

2. **Abbreviations**

2.1. **ATM:** Automated Teller Machine

2.2. **DCC:** Dynamic Currency Conversion

2.3. **DVCNT:** Merchant

2.4. **NHNN:** State Bank of Vietnam

2.5. **PIN:** Personal Identification Number

2.6. **mPIN:** Personal Identification Number on smart mobile devices

2.7. **TCPHT:** Issuer

2.8. **TCTTT:** Acquirer

2.9. **TCTQT:** Card Scheme

B. SPECIFIC PROVISIONS

I. REGULATIONS ON CARDS ISSUANCE AND USAGE

1.1 Scope of card usage

a. The Card is used to pay for goods and services at merchants, on the Internet/mobile applications, on Digibank and/or make cash withdrawals and/or other transactions according to Vietcombank's regulations at ATMs and/or other transaction channels according to Vietcombank's regulations, in accordance with the law and published on the official website of Vietcombank in each period.

b. The Card cannot be used to transfer (or credit) to a payment account, debit card, or prepaid card. The Card cannot be used to make deposits and withdrawals from e-wallets.

1.2 Regulations on Primary and Supplementary Cards

1.2.1. Vietcombank reserves the right to stipulate the maximum number of supplementary cards requested by primary cardholder in each period. The supplementary cardholders of each card product must be different individuals. The primary cardholder and supplementary cardholder(s) share the same credit card account for the credit limit issued to the primary cardholder. The transactions of the Primary Card and the Supplementary Card(s) are shown on the same statement and sent to the Primary Cardholder for payment.

1.2.2. The primary cardholder is responsible to Vietcombank for the use of the Card(s) of the supplementary cardholder(s).

1.2.3. The primary cardholder is responsible for paying all outstanding balances arising from the Primary Card and the Supplementary card(s).

1.2.4. The primary cardholder is the only person and has the full right to make requests related to the use Primary Cardholder and Supplementary Cardholder(s).

1.2.5. In case the primary cardholder requests or Vietcombank actively terminates the use the primary card, the supplementary card(s) are also terminated accordingly.

1.2.6. The primary cardholder and supplementary cardholder(s) are jointly responsible and each is personally responsible in the implementation of this T&C. The exemption or not be able to perform any liability of the Primary Cardholder (if any) under the terms and conditions of the Agreement and will not automatically remove the liability of the supplementary cardholder(s), unless otherwise agreed by Vietcombank.

1.2.7. All relevant notices and documents will be sent to the primary cardholder in the form given set forth in this T&C.

1.2.8. In case the Cardholder (including the primary cardholder and supplementary cardholder(s)) is dead, missing, or lost civil act capacity, the implementation of these terms and conditions shall comply with the provisions of law.

1.3 Card limit and card usage limit

1.3.1 Credit limit

a. Cardholder credit limit: is the maximum credit limit granted to a Primary Cardholder to issue Vietcombank credit cards.

b. Credit card limit: is the revolving credit limit issued by Vietcombank to each Cardholder's Credit Card, including primary Card and supplementary Card(s), in which the limit of each Credit Card must not exceed the Cardholder's credit limit and the total usable limit of all Cards must not exceed the Cardholder's credit limit.

c. The credit card limit of the Supplementary Card may be lower than or equal to the credit card limit of the Primary Card depending on the request of the primary cardholder.

d. Vietcombank has the right to reduce the Cardholder's Credit Limit and/or Card class in accordance with the regulations of the State Bank or Vietcombank from time to time without receiving the Cardholder's confirmation/approval before Vietcombank proceed the adjustment and will notify the Cardholder via email/message and/or other forms provided by Vietcombank from time to time.

e. Vietcombank has the right to increase the Cardholder's Credit Limit and/or Card class in accordance with the regulations of the State Bank of Vietnam or Vietcombank from time to time upon receiving the Cardholder's confirmation/approval via email or any other form that Vietcombank considers appropriate before Vietcombank proceed adjustment and/or change.

1.3.2 Temporary credit limit

a. Cardholder is allowed to request Vietcombank to consider and approve the granting of cardholder's credit limit and temporary credit card limit for a certain period of time, up to a maximum of six (06) months and not exceeding the validity remaining period of the Card.

b. Vietcombank decides to temporarily increase the credit limit for the Cardholder based on the Cardholder's request and Vietcombank's assessment of the Cardholder's financial situation, creditworthiness or additional security documents provided by the Cardholder.

1.3.3 Card usage limit

a. Card Usage Limit per day is the maximum amount and/or maximum number of transaction that the Cardholder is allowed to use the Card to pay for goods and services and/or withdraw cash in a day.

b. Payment limit for goods and services is the maximum total amount that the Cardholder is allowed to use the Card to pay for goods and services, including the unused cash withdrawal limit. The total amount of goods and services payment and cash withdrawal must not exceed the Cardholder credit card limit.

c. Cash withdrawal limit is the total maximum amount that the Cardholder is allowed to use the Card to withdraw cash. Cash withdrawal limit does not exceed credit card limit.

d. 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. The maximum limit for cash withdrawal overseas is equivalent to 30 million VND/day or as prescribed by the State Bank from time to time.

e. The Cardholder is entitled to request changes to the Card's daily limit, payment limit for goods and services, and cash withdrawal limit of the Card, but must not exceed the credit card limit. The cardholder is not required to change the foreign currency cash withdrawal limit in foreign countries, the cardholder non- authentication limit.

f. Card usage limits will be regulated by Vietcombank from time to time according to different card products and card classes that the Cardholder has registered to use and published on Vietcombank's official website. The changed limits take effect from the time Vietcombank approves and updates the system.

1.3.4 Exceeding the cardholder's credit limit

a. The Cardholder ensures that authorized individuals use the Card within the credit limit approved by Vietcombank.

b. If the Cardholder uses the Card exceed the cardholder's credit limit, the Cardholder is responsible for paying the excess amount and related fees to Vietcombank.

c. Vietcombank has the right to refuse transactions, suspend the use of the Card and collect fees for exceeding the credit limit in case the Cardholder has spent more than the granted credit limit.

1.4 Issuance fee, card usage fee and exchange rate

Vietcombank has the right to charge and debit the Cardholder's credit card account the following fees:

1.4.1 Annual fee: collected on each Card on an annually period.

1.4.2 Fast track issuance fee (not applicable for Co-brand card): collected when the Cardholder requests for fast track issuance or fast track card replacement (applicable in Hanoi and Hochiminh city).

1.4.3 American Express Emergency Card Replacement Fee (excluding card sending costs): charged when the American Express Cardholder requires emergency card replacement.

1.4.4 American Express card emergency cash advance fee abroad (excluding withdrawal fee): charged when American Express Cardholder requests emergency cash advances abroad.

1.4.5 Card re-issuance/replacement/renewal fee (as the request of the Cardholder): charged upon request by the Cardholder to re-issue/replace/renew the Card.

1.4.6 PIN re-issuance fee: collected when the Cardholder requests for PIN re-issuance.

1.4.7 Late charge for unpaid minimum amount: charged when no later than the date of payment request, the Cardholder does not pay or pays less than the minimum payment amount. Vietcombank will charge the late charge for unpaid minimum amount on the unpaid minimum payment amount.

1.4.8 Credit limit change fee: charged when the Cardholder requests Vietcombank to change the credit limit and is approved by Vietcombank.

1.4.9 Collateral method change fee: charged when the Cardholder requests Vietcombank to change the method of collateral for credit card issuance and is approved by Vietcombank.

1.4.10 Credit limit confirmation fee: charged when the Cardholder request Vietcombank to confirm the cardholder's credit limit/credit card limit.

1.4.11 Stolen or lost card notification fee: charged when the Cardholder notify Vietcombank of the lost or stolen Card.

1.4.12 Cash withdrawal fee: charged when the Cardholder use the Card to withdraw cash.

1.4.13 Foreign currency conversion fee (applicable only to transactions in foreign currencies outside Vietcombank system): charged on the conversion of transaction amount from foreign currency to Vietnam Dong depending on the foreign currency of the transaction time.

1.4.14 Over credit limit fee: charged when the Cardholder use the Card to use the Card in excess of the granted credit limit including but not limited to the following cases: limit temporary increase period of the Cardholder does not last until the time the Cardholder pays the statement, the processed payment transaction amount is larger than the authorized transaction amount, the late chareg transactions...

1.4.15 Chargeback fee: charged when Cardholder's claim is incorrect or inaccurate.

1.4.16 Transaction invoice request: charged when the Cardholder requests an additional copy of the original invoice/bill of card transaction.

1.4.17 Card termination fee: charged when the Cardholder requests to terminate the use of the Card, permanently lock the Card.

1.4.18 Installment transaction conversion fee: charged when the Cardholder successfully registers the installment transaction in installment period. Installment transaction conversion fee applies according to each installment program that Cardholder participate in.

1.4.19 Other fees as prescribed by Vietcombank from time to time and published on the official website of Vietcombank.

1.4.20 Conversion rate: is the rate applied by Vietcombank at the rate prescribed by card schemes or according to Vietcombank's conversion rate at the time the transaction is updated into Vietcombank's system. Fees are applied according to the Fee Schedule issued by Vietcombank from time to time, published on the official website of Vietcombank or at any branches/transaction offices of Vietcombank. The fee schedule may be changed from time to time in accordance with the regulations of the State Bank. This change is notified by Vietcombank to the Cardholder via email/message and published on Vietcombank's official website at least seven (07) days before the effective date of the Fee Schedule

1.5 Interest rates and interest calculating methods

1.5.1 Interest rates

- a. Card interest rate will be notified by Vietcombank to the Cardholder at the time of card issuance. Interest rate is converted at the rate of %/year (annual interest rate); a year is 365 (three hundred and sixty-five) days.
- b. Credit card interest rates may be adjusted by Vietcombank from time to time in accordance with the regulations of the State Bank. This change is notified by Vietcombank to the Cardholder via email/message and published on Vietcombank's official website at least seven (07) days before the effective date of the Fee Schedule.

1.5.2 Interest calculating methods

- a. For payment transactions for goods and services: No later than the proposed payment date:
 - (i) If the cardholder pays the full balance of the statement, Vietcombank will offer interest-free incentives for all transactions in the cardholder's statement period.
 - (ii) If the Cardholder fails to pay or partially pays the outstanding balance of the statement, Vietcombank will charge interest from the date the transactions are updated into Vietcombank's system to the date of payment by the Cardholder. The remaining unpaid statement balance will continue to earn interest until it is paid and this interest will be shown on the next statement period.
- b. For cash withdrawals
 - (i) Vietcombank charges interest on cash withdrawal transactions from the date the transaction is updated in Vietcombank's system to the statement date and this interest is shown on the statement of the same period.
 - (ii) No later than the proposed payment date: if the Cardholder pays the entire statement outstanding balance, Vietcombank will not charge interest for cash withdrawal transactions from the statement date to the cardholder's payment date; If the Cardholder fails to pay or partially pays the statement outstanding balance, the unpaid cash withdrawal transactions will continue to be charged interest from the statement date until the cardholder's payment date. These interests will be shown on the next statement period.
- c. For dispute transactions: Vietcombank will only charge interest for transactions that the Cardholder request for dispute incorrectly.

1.6 Regulations on currency used in card transactions

1.6.1 In the territory of Vietnam

- a. Cash withdrawal transactions by Card must be made in Vietnam Dong.
- b. For other card transactions: transaction currency is Vietnam Dong. In case foreign exchange is used 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.
- c. Card transactions made in foreign currencies in accordance with the law will be converted to VND at the exchange rate prescribed by the International Card Scheme and/or at the exchange rate of Vietcombank at the time of the International Card Scheme and/or the system of Vietcombank processes transaction. Vietcombank will collect foreign currency conversion fee for transactions made in foreign currency outside Vietcombank system and is not responsible for the difference arising from the original transaction (if any) when the merchant makes a Refund/Reverse.

1.6.2 Outside the territory of Vietnam

- a. Transaction currency is the currency that the host country uses in the payment transaction or the currency selected by the cardholder for transactions using DCC services.
- b. Card transactions made in foreign currencies will be converted to VND at the exchange rate prescribed by the International Card Scheme and/or at the exchange rate of Vietcombank at the time the transaction is processed by the International Card Scheme and/or Vietcombank's system. Vietcombank will collect a foreign currency conversion fee and is not responsible for the difference arising from the original transaction (if any) when the merchant makes Refund/Reverse transactions.

1.6.3 In case there is a difference between the authorized amount and the transaction amount updated in Vietcombank system, the Cardholder is responsible for paying the settlement amount updated into Vietcombank system and recorded in the Cardholder's credit card statement.

1.7 Statement and Statement payment

1.7.1 Statement

- a. Statement: is a detailed list including but not limited to card transactions, refund transactions, statement payment transactions, payment transactions from promotions (if any), interest and payment fees related to the Cardholder's card usage in a statement period specified by Vietcombank.
- b. Statement date: is the date Vietcombank makes a statement for the Cardholder.
- c. Grace period: is the maximum period Vietcombank does not charge interest for payment of goods and services by Card of the Cardholder in a statement period.
- d. Proposed payment date: is the last day of the grace period from the first day of the statement period. If the proposed payment date falls on a holiday/weekend as prescribed by law, it will be moved to the next working day.
- e. Payment due date: is the 60th day from the first payment date.
- f. Statement period: is the period of time Vietcombank makes a statement, calculated from the day after the statement date of the preceding statement period to the end of the statement date of the current statement period.
- g. Statement balance: is the remainder after clearing all debits minus credits in the statement period. Card statement balance can be debit balance or credit balance.
- h. Statement date and proposed payment date may change according to Vietcombank's regulations from time to time and are published on Vietcombank's website.
- i. Every month, Vietcombank automatically sends a statement to the Cardholder via email and other channels in accordance with Vietcombank's regulations from time to time. In case the Cardholder requests to send the statement by post, the Cardholder shall bear the costs incurred (if any) in accordance with Vietcombank's regulations. The date of statement sending is regulated by Vietcombank and will be notified to the Cardholder when the Card is issued. In addition, the Cardholder can actively look up the card statement on Vietcombank's e-banking channels. Cardholders may notify in writing or via Vietcombank's 24/7 Hotline of any errors in the statement within the time limit for requesting

investigation and complaint of card transactions which are specified in Article 1.14 Regulations on dispute and complaints – section BI of these Terms and Conditions.

j. In case the Cardholder does not receive the statement or is late to receive the statement, the Cardholder is still responsible for paying in full and on time to Vietcombank for Card transactions, interest and fees arising in the period.

1.7.2 Statement payment

a. Statement payment: is the payment of a part or all of the card transactions that have been recorded and updated into the system (including authorized transactions, transactions waiting for statement, statement transactions) and arising fees and interests (if any).

b. Statement payment principles

- i. Cardholder is responsible for checking and paying on time to Vietcombank all arising debts, fees and interests shown on the statement as prescribed.
- ii. Cardholder can choose the appropriate amount and payment method according to Vietcombank's regulations from time to time.
- iii. The amount of statement payment made after the system's Cut-off time will be updated in the statement on the next day. The system's Cut-off time may be changed by Vietcombank from time to time and notified in the Cardholder's statement. Cardholder is responsible for payment of fees and interest incurred if the statement is paid after the cut-off time of the proposed payment date.
- iv. In case the cardholder fails to pay or pays less than the minimum payment amount no later than the proposed payment date, the cardholder will bear a late fee for not paying the minimum payment amount on the minimum payment has not been paid.
- v. In case the Cardholder fails to pay or fails to pay in full the outstanding balance of the statement by the proposed payment date, the Cardholder will have to bear interest in accordance with Vietcombank's regulations in this Agreement.
- vi. In case the cardholder pays more than the current debit balance, the higher payment is recorded as a credit to the card account.
- vii. The formula for calculating the minimum payment amount:
Minimum payment amount = [(Balance at the end of statement period excluding installment x Minimum payment ratio)
+ Minimum unpaid amount of previous statement periods + Amount used in over limit in statement period (if any) + Installments (if any)]
- viii. Minimum payment ratio is regulated by Vietcombank for each credit card class and may change from time to time and is updated on Vietcombank's official website.
- ix. Credit card limit will be reinstated in proportion to cardholder's payment statement amount.

c. Order of payment of statement

- i. Vietcombank applies the order of priority in statement payment and card transaction payment before the statement date as follows and in the order of transaction time updated into the system: (1) Interests and fees; (2) Cash withdrawal transactions; (3) Payment transactions for goods and services. In which, for each type of fee, interest, card transaction, unpaid amount of the previous period will be paid first.
- ii. The above order of payment of statement may be changed by Vietcombank from time to time.
- iii. In case the Cardholder fails to pay or does not pay Vietcombank fully and on time as prescribed, Vietcombank may adjust the order of payment of the statement (in which the priority is to collect the principal first, collect fees/interest later) and will notify the Cardholder via email/message and/or other forms provided by Vietcombank from time to time.

d. Statement payment statement method

- i. Cardholder can actively pay the statement or request Vietcombank to process the Cardholder's statement payment by one of the methods (i) automatic debit, (ii) Payment at the counter services

- of Vietcombank, (iii) Payment through Vietcombank's ebanking channels and (iv) Other methods that Vietcombank accepts for payment from time to time.
- ii. For the automatic debit method, the account registered for automatic debit is the current account opened at Vietcombank, including Cardholder's account or other individual's account or corporate's account as registered by the Cardholder and the account holder. Unless otherwise agreed, the Cardholder/Account Holder must ensure the account balance of the account registered for auto debit always has the necessary balance for Vietcombank to debit. Vietcombank is entitled to debit the day before and/or on the proposed payment date. In case the balance in the registered account is not enough for Vietcombank to debit, Vietcombank will continue to debit the outstanding amount compared to the amount that the Cardholder has registered for automatic debit and the Cardholder shall bear the fees and interests incurred are regulated according to the fee and interest rate schedule published by Vietcombank on the official website of Vietcombank from time to time and in accordance with the law.

1.8 Card/PIN/mPIN/OTP management

1.8.1 Cardholder is responsible for receiving the Card within sixty (60) days from the date of Card issuance. After this period, the Card will be canceled and the Cardholder shall bear the issuance fee and the annual fee for the first year of the Card.

1.8.2 Cardholders can receive Card/PIN in the following ways:

- For physical Card: directly receives or authorizes another person to pick up at Vietcombank or at Cardholder's address registered with Vietcombank by post or receive electronic PIN on Digibank and/or other channels deployed by Vietcombank from time to time.
- For virtual Card: directly receives Card on VCB Digibank. Virtual Card's default status at issuance will be active. The cardholder's completion of the authentication of the virtual card issuance request means that the Cardholder agrees to activate the card at the time the card is issued. The Cardholder can request to create Card PIN through VCB Digibank according to Vietcombank's detailed instructions from time to time. This PIN is notified to the Cardholder only and the Cardholder is responsible for the security of the PIN.

1.8.3 The Cardholder agrees that the Card and/or PIN have been received when the Cardholder signed card receipt confirmation specified by Vietcombank in each of period or when the Card is activated in case the Card is sent to the Cardholder by post. The Cardholder commits to activate the Card according to the methods that Vietcombank applies from time to time (including but not limited to contacting the Call Center, sending messages SMS from the phone number of authorized individuals registered, activating via Digibank and other channels deployed and guided by Vietcombank from time to time) Cardholder is fully responsible for the transactions arising from the authorized individual's card activation.

1.8.4 Authorization letter for another person to receive the Card/PIN must be made in the Vietcombank's form and must be notarized and authenticated at competent state agencies or made in writing directly at Vietcombank. In case of authorizing the administrator to receive the Card/PIN, the Cardholder must bear all risks that may arise from this authorization.

1.8.5 When performing online card payment transactions via Internet, when registering for Card link and paying on mobile applications, on electronic channels provided by Vietcombank or other types of transactions as prescribed by Vietcombank, the Cardholder may be required to use the mPIN/OTP authentication code sent by Vietcombank via SMS, email or other channels deployed by Vietcombank from time to time.

1.8.6 In case the Card is still valid but is lost/stolen/information stolen, in order to avoid the risk that the Cardholder must pay for transactions not performed by him/herself, in addition to permanently locking/cancelling the Card, Vietcombank will put the Card on the List of Prohibited Cards and the Cardholder shall be responsible for paying the fee for notifying the stolen or lost card.

1.9 Ensure safety in card usage

1.9.1 The Cardholder takes full responsibility for managing Card and securing PIN/mPIN, OTP, Card information, transaction information, electronic signature and data used to establish electronic signature. The Cardholder must not transfer the Card or give the Card to others to use, not to disclose the Card information (front and back side)/ PIN/mPIN/OTP, password used for payment applications implemented by Vietcombank from time to time to anyone else in any case to avoid arising transactions not performed by the Cardholder.

1.9.2 The Cardholder must not disclose to anyone the OTP sent by Vietcombank to establish an electronic signature part. When becoming aware that the electronic signature may no longer be under the Cardholder's control, it is necessary to promptly lock the card and use the appropriate means to notify Vietcombank immediately.

1.9.3 The Cardholder is responsible for signing the sample signature in the signature box on the back of the Card immediately upon the receipt of the Card. When performing transactions at merchants, cash advance points at the counter, the Cardholder must sign on the sales slip with the similar signature provided except for transactions that do not require a signature.

1.9.4 The Cardholder do not use or allow any other person to use the Card and must 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 Terms and Conditions; (iii) The Card has been reported as lost or misplaced, but the Cardholder finds it later; (iv) Expiry of the validity period (if any) indicated on the Card. The Cardholder is responsible for any damage or loss suffered by Vietcombank due to the Cardholder's failure to comply with the provisions of this Term.

1.9.5 The Cardholder is responsible for registering for SMS Banking and Digibank services when issuing the Card in order to promptly manage card transactions and perform card transactions online.

1.9.6 Cardholder is responsible for notifying Vietcombank immediately on electronic channels, via Hotline 24/7 or at Vietcombank's transaction points when detecting transactions not made by himself/herself or when the Card is stolen, lost, disclosed information, abused, incurred unintentional contactless card transactions.... for Vietcombank to promptly handle in order to prevent and minimize loss/damage that may arise.

1.9.7 Vietcombank will lock the Card within one (01) hour after receiving the notice of the Cardholder about the Card being lost, stolen or revealed PIN/mPIN /disclose card information or incur unintended contactless card transactions and be responsible for financial losses incurred in case the Card is used after the time of Card locking.

1.9.8 In case the Card is disclosed or suspected of disclosing information and arising a fraud transaction, after Card was locked, the Cardholder needs to immediately perform the real transaction at any card accepting device/ATM to prove that the Card is not lost and is not present at the location where the fake transaction occurred if the Cardholder has not yet returned the card to Vietcombank.

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

1.9.10 The Cardholder is responsible for the risks arising (if any) related to the transactions made with the Cardholder's Card, except for the case where the card is exposed/forged due to objective reasons.

1.10 Electronic signature usage

1.10.1 An electronic signature established by the Cardholder will have the same legal validity as the the Cardholder's written signature on paper. The Cardholder cannot cancel, change, deny, renege on any transactions made with the established electronic signature.

1.10.2 Material, document, data relating to the provision of services and/or transactions between Vietcombank and the Cardholder certified and stored by Vietcombank's system will be the evidence of the Cardholder's transaction with Vietcombank and are legally valid and binding on the Cardholder.

1.11 Prohibited actions during card issuance and use

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

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

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

1.11.4 To infiltrate or attempt to illegally access, destroy programs or databases of the system of card issuance and payment, card switching, electronic clearing of card transactions.

1.11.5 Use the Card to perform transactions in violation of Vietcombank's embargo regulations or for purposes of fraud, money laundering, terrorist financing, financing the proliferation of weapons of mass destruction, transactions of buying and selling virtual currency, betting, online gambling, money transfer transactions/recharges to accounts/e-wallets in foreign countries... and other illegal acts as prescribed by law.

1.11.6 Payment of card statements with illegal funds.

1.11.7 To buy, sell, rent, lease the Card, and borrow the Card or card information, issue Card for other ones.

1.11.8 Using or facilitating others to use bank cards for illegal purposes.

1.11.9 Other prohibited acts as prescribed by law.

1.12 Card transactions refuse

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

1.12.1 Using the Card to perform card transactions which are prohibited in accordance with the law, Vietcombank, the State Bank, and the card schemes.

1.12.2 counterfeit card or card related to a counterfeit transaction.

1.12.3 Card is locked, card has been reported stolen or lost by Cardholder.

1.12.4 Card expired;

1.12.5 The card is terminated in accordance with Vietcombank's regulations and detailed amendments, supplements and instructions from time to time which are posted on Vietcombank's official website.

1.12.6 Card has been used in excess of the card limit granted.

1.12.7 The Cardholder fails to pay in full and on time the outstanding balance, interests and/or fees listed at transaction counters or publicly on Vietcombank's official website.

1.12.8 The Cardholder refuses/does not cooperate in providing information at the request of a competent state agency or in accordance with relevant legal regulations on identification, verification, information update, assessment on customer/transaction strengthening for anti-money laundering, counter-terrorism financing and proliferation financing compliance purposes.

1.12.9 The Cardholder violates the regulations of the State Bank, the regulations of Vietcombank, the Acquirers or the agreements between the Cardholder and Vietcombank in this Contract.

1.13 Seizing or terminating

Card shall be seized or terminated in these following cases:

1.13.1 Counterfeit card.

1.13.2 Card is used for the purpose that violating Vietcombank's embargo regulations or for the purposes of fraud, money laundering, terrorist financing, financing the proliferation of weapons of mass destruction and other illegal actions as prescribed by law.

1.13.3 Serving the investigation and handling of crimes or as prescribed by law.

1.13.4 Cardholders on the list of embargoes of the State Bank, card schemes and Vietcombank or within the scope of transaction restrictions according to Vietcombank's policy from time to time.

1.13.5 Cardholder violates any contract, commitment, agreement signed with Vietcombank.

1.13.6 Cards that generate counterfeit transactions.

1.13.7 Other cases of card seizure (if any) in accordance with Vietcombank's regulations and detailed amendments, supplements and instructions from time to time are posted on the official website of Vietcombank, the State Bank, Acquirers or other written agreements between the Cardholder and Vietcombank.

1.14 Temporarily lock the card

Vietcombank shall temporarily lock the card in the following cases:

1.14.1 The Cardholder notify Vietcombank of temporarily locking the card for a certain period of time by one of the contact methods: phone, email, texting with syntax, document. The Card that is temporarily locked at the request of the Cardholder will only be reopened after the temporary locking period in the notice of the Cardholder or in accordance with the request of the Cardholder from time to time and approved by Vietcombank.

1.14.2 The Cardholder violates regulations on Card usage or upon written decision/request of competent authority.

1.14.3 Cards generate transactions suspected of violating Vietcombank's embargo regulations or for the purposes of fraud, money laundering, terrorist financing, proliferation financing of weapons of mass destruction and other illegal activities as prescribed by law.

1.15 Cases of termination of Card usage

Vietcombank will terminate the use of the Card in the following cases:

1.15.1 The Cardholder violates the Vietcombank's regulations on card issuance and usage, or violate the provisions of the law, the State Bank of Vietnam, the International Card Schemes on the prohibitions and other regulations in the use of the Card.

1.15.2 Vietcombank detects that the information provided by the Cardholder to Vietcombank is incorrect, untruthful and false.

1.15.3 The Cardholder is prosecuted, investigated, adjudicated or the Cardholder is given a judgment, decision, or judgment that Vietcombank has grounds to determine that such events may seriously affect the Cardholder's ability to pay the debt.

1.15.4 The Cardholder is dead, missing or is declared dead or missing.

1.15.5 Cardholder's assets are blocked or seized by law enforcement, but Vietcombank has grounds to determine that such events may seriously affect the Cardholder's ability to pay debts.

1.15.6 Suspected cases related to the violations of Vietcombank's embargoregulations or for purposes of fraud, money laundering, terrorist financing, financing the proliferation of weapons of mass destruction series and other illegal acts as prescribed by law.

1.15.7 Other cases as prescribed by law.

1.16 Regulations on dispute and complaints

1.16.1 The Primary Cardholder is entitled to claim for errors (if any) arising in the process of using the Card within sixty (60) days from the date of transaction and must bear the chargeback fee (if the claim was wrong) and other costs and losses (if any) in the course of Vietcombank's investigation and dispute resolution in accordance with Vietcombank's regulations and/or International Card Schemes.

1.16.2 The Cardholder must provide Vietcombank with the transaction invoice or any relevant information as evidences of the complaint at the request of Vietcombank. For cases of fraudulent or counterfeit, the Cardholder is responsible for cooperating with Vietcombank in the process of investigating and providing relevant information to prove that the transaction was not made by him/her. For recurring transactions, the Cardholder needs to keep and provide cancellation proof of recurring payment service in case Cardholder stops using Card for such payment. Vietcombank has the right to

refuse complaints/reimbursement claims if the cardholder cannot provide evidence for the complaint upon request.

1.16.3 Cardholder cannot cancel or change any Card transaction that has been successfully performed and recorded by Vietcombank system with full information about Card number, account number, transaction code and other operational details.

1.16.4 Cardholders could make the dispute request via electronic channels, 24/7 Hotline (with recording, operating 24/24 hours a day, 7/7 days a week), at Vietcombank's transaction points during business hours, or other forms provided by Vietcombank from time to time.

1.16.5 Vietcombank has the right to record all communications of the Cardholder over the phone and/or any verbal communication between the Cardholder and Vietcombank when the Cardholder call Vietcombank to request a dispute.

1.16.6 Vietcombank will lock the Card when the Cardholder requests for the dispute of suspicion of fraud or counterfeit, and is responsible for any financial loss incurred if the Card is used after being locked. In case the Cardholder do not agree to lock the Card, Vietcombank has the right to refuse the request of the Cardholder, and the Cardholder shall be liable for all losses arising from the Card not being locked.

1.16.7 In case the Cardholder request for dispute via email, the Cardholder must submit written Dispute Request Form according to Vietcombank's form within five (05) working days. In case of authorizing another person to request the dispute, the Cardholder shall comply with the provisions of law on authorization.

1.16.8 Vietcombank has the right to refuse dispute request from the Cardholder for small value card transactions in accordance with the regulations of the International Card Scheme from time to time:

a. With Visa, Mastercard, Unionpay, JCB card product:

- (i) Transactions with a value of less than 25 USD or equivalent at merchants in the tourism and entertainment category (such as airlines, car rental services, cruise lines, trains, hotels, motels, travel agents).
- (ii) Transactions of less than 10 USD or equivalent at all other types of merchants.
- (iii) Transactions of less than or equal to the limit that do not require cardholder authentication as prescribed by card scheme from time to time.

b. With American Express Card Product:

- (i) Transactions with value/conversion value less than 25 USD at all merchants.
- (ii) Transactions of less than or equal to the limit that do not require cardholder authentication according to the regulations of the International Card Scheme from time to time.

1.16.9 Vietcombank has the right to refuse dispute transactions for the reason that the forgery exceeds the maximum number of tracing transactions for one (01) card in accordance with the regulations of the International Card Scheme from time to time:

a. With Visa card product: maximum of 35 dispute transactions

b. With Mastercard card product: maximum of 15 dispute transactions.

1.16.10 The time limit for Vietcombank to handle disputes and complaints of the Cardholder related to the Card usage is within a maximum of one hundred and eighty (180) working days from the date Vietcombank receives the request to investigate complaints via Digibank/Hotline 24/7 of Vietcombank or in writing from the Cardholder.

1.16.11 Vietcombank will refund the value of properly claimed transactions (transactions with losses arising not due to the fault of the Cardholder and/or not in other unavoidable circumstances as agreed in the Contract) within a maximum of five (05) working days from the date of notifying the results of the investigation or complaint to the Cardholder. In special cases, Vietcombank will have a specific notice to the Cardholder.

1.16.12 The Cardholder is entitled to request Vietcombank to hold the dispute transaction (except for the transaction arising due to the card being stolen or lost) so that the Cardholder can have not yet paid the statement and accrued interest on the dispute transaction while waiting for the results.

a. If the dispute results prove that the claim of the Cardholder is correct, the Cardholder is not required to pay the dispute amount along with interest incurred on the dispute amount during the unpaid statement period.

b. If the dispute results prove that the claim of the Cardholder is incorrect, the Cardholder is responsible for paying the transaction amount along with the interest incurred during the unpaid statement period.

1.16.13 In case there was with signs of crime, Vietcombank would notify the competent state agency in accordance with the law on criminal proceedings and report to the State Bank of Vietnam; at the same time, notify in writing to the Cardholder of the status of handling request for investigation and complaint. The handling of the dispute results falls under the responsibility of competent state agencies. In case the competent state agency announce that the settlement results do not contain criminal elements, within fifteen (15) working days from the date of the conclusion of the competent state agency, Vietcombank will discuss with the Cardholder on the plan to handle the results of the investigation and complaint.

1.16.14 In the event that the time limit for processing dispute requests has expired as agreed in the Agreement for the Issuance and Usage of Vietcombank Credit Cards and/or Vietcombank's regulations from time to time, but cause or fault of any party has not been determined, within the next fifteen (15) working days, Vietcombank will discuss with the Cardholder on the handling plan.

1.17 Regulations on debt classification and debt collection measures

1.17.1 Vietcombank is entitled to use the information provided by the Cardholder when issuing and using the Card to perform debt reminder measures including sending messages, sending emails, making phone calls, sending dispatches, working directly with the Cardholder... and other measures as prescribed by Vietcombank from time to time.

1.17.2 If the Cardholder fails to fully pay the minimum payment amount in two (02) consecutive statement periods, Vietcombank will temporarily block the Card with late payment at the proposed payment date of the next statement period and temporarily suspend all credit card accounts of the Cardholder until the Cardholder has fully paid the minimum payment amount of the latest statement period.

1.17.3 After the Payment Due Date, if the Cardholder fails to fully pay the prescribed minimum payment amount, the entire principal balance (including credit card outstanding balance and other balance) of the Cardholder at Vietcombank will begin to carry out debt classification according to the regulations of Vietcombank and the State Bank from time to time.

1.17.4 After the Payment Due Date, if the Cardholder fails to fully pay the prescribed minimum payment amount, or the Cardholder is determined to be a customer with a problem debt according to current regulations of Vietcombank on management and handling of problematic debts, the Cardholder agrees to give Vietcombank the right to:

a. Debt collection from the Cardholder's salary, income and/or collateral, and/or from the guarantor, and/or payment accounts, savings deposits, valuable papers, and/or any other assets of the Cardholder.

b. In case the account debited by the Bank is not available or has insufficient funds to pay for transactions, interest, fees and other financial obligations (if any), the Cardholder must immediately transfer cash and/ or transfer money to the Cardholder's current deposit account opened at Vietcombank and/or transfer money to the account designated by Vietcombank for Vietcombank to collect transactions, interest, fees and other financial obligations (if any).

c. Making a Collection Order to request banks to open accounts for the Cardholder to deduct money for debt collection.

d. Terminate the use of the Card concurrently with the termination of this Agreement and/or take other measures as prescribed by law to collect the debt (principal, interest, fees and related expenses) of Card holder.

1.17.5 For credit card accounts with bad debt classify, based on Cardholder's ability and willingness to repay, Vietcombank may change the order of statement payment (priority to collect principal first, collect fees, interest later).

1.17.6 Cardholder must pay expenses related to Vietcombank's implementation of measures to collect debt such as attorney fees, court fees, collateral handling fees, travel expenses, photocopy, notarize, translate documents, prepare procedural documents, judgment enforcement fees without supporting documents.

1.18 Regulations on the partner of Co-branded Card

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

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

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

b. The Cardholder is entitled to continue using the Co-branded Card as a normal Vietcombank credit card and/or loyalty card/membership card (depending on the affiliate's policy), however, the Cardholder is not entitled to benefit/privilege related to the Co-branded Card program between Vietcombank and its partner. Vietcombank is not responsible for resolving claims or risks/losses arising when the Cardholder continue using the Co-branded Card as loyalty card/membership card of affiliated partner.

1.19 Regulations related to card service offering providers

1.19.1 Cardholders are entitled to incentive programs for Cardholders in accordance with regulations of Vietcombank and/or Vietcombank's partners from time to time and published on Vietcombank's official website.

1.19.2 With respect to the incentive programs for Cardholders provided by third parties, Vietcombank is not responsible for disputes related to these preferential services, except for the case of definite errors arising from Vietcombank. Cardholders is responsible for working with the offering providers/insurance companies to resolve related claims, except for the case that the errors arising from Vietcombank.

1.20 Regulations related to the use of specialized cards for priority customers

1.20.1. Priority customers are individuals meeting the identification criteria of Vietcombank as announced periodically.

1.20.2. A specialized card refers to a credit card product designed for priority customers (including, but not limited to, Vietcombank Visa Infinite Credit Card, Vietcombank Visa Signature Credit Card, and other cards as specified by Vietcombank from time to time).

1.20.3. Vietcombank reserves the right to adjust the cardholder's credit limit, credit card limit, temporarily block, or terminate the use of specialized card in cases where (i) the cardholder violates obligations and commitments under this Vietcombank international credit card issuance agreement; (ii) the cardholder fails to maintain compliance with the identification criteria/priority customer classification conditions of Vietcombank, as specified in the regulations for issuing specialized cards announced by Vietcombank on its website from time to time.

1.21 Rights and obligations of the Cardholder

1.21.1 Rights of the Cardholder

a. To use the Card in accordance with the provisions of Article 1.1. Scope of use of the card - section B.I of these Terms and Conditions.

b. During the use of the Card, the Primary Cardholder has the right to request Vietcombank to re-issue the PIN, replace the Card, lock/unlock the Card and other requests related to the usage of Primary Card

and Supplementary Card(s) (if any) according to regulations of Vietcombank. On the basis of Vietcombank's acceptance, the requirements related to the issuance and usage by the Cardholder do not affect the Cardholder's responsibilities specified in this Agreement. Cardholder must pay related fees and expenses for request accepted by Vietcombank.

c. The Primary Cardholder has the right to unilaterally terminate the use of the Card by sending a written notice to Vietcombank. Vietcombank's receipt of the Primary Cardholder's written notice in this case is proof of the Primary and Supplementary Cardholders' termination of use, regardless of whether Vietcombank has revoked and/or locked the Card(s) or not. However, this termination does not cancel or change any unrealized, or improperly/incompletely performed payment obligations of the Cardholder towards Vietcombank. Vietcombank is not responsible for arising (if any) related to the Cardholder's unilateral notice to terminate the use of the Card, unless it is determined that it is due to Vietcombank's fault. The Primary Cardholder has the right to make a written notice to Vietcombank to terminate the Cards of Supplementary Cardholder(s) without consent of the Supplementary Cardholder(s).

d. Be entitled to participate in the installment program via credit card according to the specific terms of Vietcombank's installment incentive program updated on Vietcombank's official website from time to time.

e. Other benefits as agreed with Vietcombank in the Contract for Issuance and Usage of Credit Cards and regulations of the law.

1.21.2 Obligations of the Cardholder

a. Comply with the provisions of law, the provisions stated in this Contract, other regulations and notices of Vietcombank from time to time and announced on the official website of Vietcombank.

b. Commit the origin of money/assets, transactions and parties involved in transactions to comply with Vietcombank's embargo, comply with current laws of the Socialist Republic of Vietnam and/or host countries.

c. Fully and accurately provide necessary information at the request of Vietcombank and authorized organizations/individuals as prescribed by law when issuing the Card and in the process of using the Card. The Cardholder is responsible for the truthfulness of the information provided.

d. To be responsible for paying for the following transactions, fees and interests even in case the Card is temporarily locked/terminated in the Card Issuance and Usage Contract:

(i) All transactions with signature/unsigned/signature not matching the registered signature and/or using PIN/mPIN/OTP.

(ii) Transactions that Vietcombank can provide proof that the Cardholder's Card has performed the transaction without signature/PIN/mPIN/OTP.

(iii) Latecharge transactions in case Vietcombank provides proof that the Cardholder's Card has performed the transactions.

(iv) Collection transactions (public services, electricity and water, public administration, transportation, etc.) if the Cardholder has completed the registration for collection service with Vietcombank.

(v) Part or all of the service value, taxes and related fees as prescribed by each Merchant if the Cardholder to reserve the services but do not use that service and do not notify service cancellation within the time limit specified by the merchant.

(vi) Contactless card transactions arise out of the will of the Cardholders if the Cardholders does not perform or performs improperly and/or fails protection measures guided by Vietcombank.

(vii) Costs incurred for goods/services provided by third parties, if the goods/services are not included in the incentive package provided by Vietcombank.

(viii) Additional fees incurred by the Cardholder and accompanying guests (if any) for the use of the lounge and/or the lounge services provided by Card Schemes/the lounge service provider as regulated by Vietcombank and the lounge service providers in each period.

(ix) The transaction amount is updated into Vietcombank system and the fees and interest incurred.

- (x) The difference between the original transaction amount and the merchant's Refund/Reverse amount incurred due to the foreign currency conversion fee (if any).
- (xi) The amount of card dispute transactions, complaints and fees and interests arising in accordance with the regulations of the card scheme when the dispute transaction is entitled to submit to the arbitration committee of the card scheme and the arbitration committee of card scheme to decide that the Cardholder loses the lawsuit.
- e. Bear all possible risks if Cardholder's card transaction violates the embargo policy of the US and/or any country and/or any organization imposed.
- f. To be responsible for all transactions/requests/offers/orders arising on Vietcombank's e-banking channel that have been authenticated by the cardholder's e-signature according to the agreement with Vietcombank.
- g. To be responsible for resolving disputes arising separately between the Cardholder and the Merchant on matters related to the Cardholder's Card Transactions without delaying the payment as agreed in this Agreement.
- h. Agree for Vietcombank to debit Cardholder's credit card account for transactions Vietcombank refunded/over-credited/wrongly credited to Cardholder's credit card account due to errors in the processing process, system problems, the system of communication or dispute transaction at ATMs and merchants has been advanced to the Cardholder and other mistaken transactions where the Cardholder cannot prove the legal ownership.
- i. Other obligations as agreed with Vietcombank in the Contract for the issue and usage of individual credit cards and the provisions of law.

1.22 Rights and obligations of Vietcombank

1.22.1 Rights of Vietcombank

- a. Take no responsibility for force majeure cases and cases arising not due to Vietcombank's fault and in accordance with the law.
- b. Have the right to refuse transactions that are suspected to be related to violations of Vietcombank's regulations or for the purposes of fraud, money laundering, terrorist financing, proliferation of weapons of mass destruction series and other illegal acts as prescribed by law.
- c. Take no responsibility when the Card is not secured, the Card is used to withdraw cash, transfer money, pay for goods and services and/or other transactions in case the Card is stolen or disclosed, PIN/mPIN/OTP disclosure or loss that the Cardholder has not promptly informed Vietcombank, except for the case of identified errors arising from Vietcombank or errors arising from a third party which causes error is not caused by Vietcombank's fault.
- d. Take no responsibility for the quality of goods and services and for disputes arising in connection with the purchase of goods and services paid for by the Cardholder's Card, except for the case of identified errors 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 dispute, complaint handling, settling dispute of Card transactions or to serve other purposes in accordance with the provisions of law.
- f. Have the right to request the Cardholder to provide information and documents related to Card Transactions in order to verify the accuracy and legitimacy of these transactions. For Cardholder refund transactions, Vietcombank has the right to withhold the credit until the accuracy of the transaction is verified. In case the Cardholder does not provide the requested information, Vietcombank is entitled to refuse to perform the transaction.
- g. Have the right to display the list of valid Cards on VCB DigiBank for the Cardholder to choose cards and actively perform transactions on VCB DigiBank.

- h. To be entitled to debit the cardholder's payment account opened at Vietcombank or another individual's payment account or the organization's payment account if it has the written consent of that account holder to pay the statement in case the cardholder registers the active bank method of debiting the account.
- i. To be entitled to debit the Cardholder's credit card account for transactions Vietcombank refunded/credited excess/incorrectly to the Cardholder's credit card account due to errors in the processing process, system failures, information transmission system error or dispute transaction at ATMs and merchants has been advanced to the Cardholder and other mistaken transactions where the Cardholder cannot prove the legal ownership.
- j. Have the right to specify the validity period of the Card. The validity period of each type of Card is regulated by Vietcombank from time to time and published on the official website of Vietcombank. 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.
- k. Have the right to not provide transaction invoice for transaction without signature request (card payment transaction with value less than or equal to limit without cardholder authentication).
- l. Be entitled to authorize online transactions when the transaction is authenticated via OTP or other authentication methods implemented from time to time, even if the card is not registered for internet spending feature.
- m. Other benefits as agreed with the Cardholder in the Contract for issuance and usage of individual credit cards and in accordance with the law.

1.22.2 Obligations of Vietcombank

- a. To ensure the rights of the Cardholder in accordance with the law and the provisions of these Terms and Conditions.
- b. To keep confidential of information related to the Cardholder in accordance with the law and Article 1.2 Confidentiality of Cardholder information - item B.II of these Terms and Conditions.
- c. To be responsible for disposing of the Cardholder's security assets after 40 days from the effective date of the Cardholder's request to terminate the use of the Card, only if the Cardholder's disputes are investigated, the collateral is not secured for any other loan at Vietcombank and the security has not been processed to pay the Cardholder's obligations, except in the case of Vietcombank and Cardholder has another agreement. For collateral to increase the Temporary Credit Limit, Vietcombank will also release the mortgage after 40 days from the date the Temporary Credit Limit expires and the Cardholder has paid all expenses related to the Credit Limit is increased.
- d. To refund the credit balance in the statement and the credit(s) not yet be listed in the statement in accordance with Vietcombank's regulations from time to time.
- e. Other obligations as agreed with the Cardholder in the Contract for the issuance and usage of individual credit cards and the provisions of law.

II. OTHER PROVISIONS

1.1 Force majeure

1.1.1 Force majeure event means an event that occur 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, describes in detail the cause of the event, its effect on the performance of contractual obligations, and encloses the local government certifications on the occurrence of the force majeure event. Immediately 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 reasonably consider and decide on the content of the terms and conditions of the Agreement. In case of unsuccessful negotiation or conciliation, the parties have the right to bring the dispute to a competent People's Court in Vietnam in accordance with law.

1.2 Confidentiality of Cardholder information

The Cardholder agrees to Vietcombank the following items:

1.2.1 Purpose of collecting and using Cardholder information

The Cardholder in this Contract agree to Vietcombank's collection and using the Cardholder information for the purpose of research and evaluation to understand the Cardholder's needs for using banking products and services or banking operations or cooperate with third parties to provide products and services to the Cardholder.

1.2.2 Scope of collection and use of Cardholder information

Vietcombank only collects and requires the Cardholder to provide the Cardholder information that Vietcombank considers relevant and necessary to serve the purposes of collecting information as specified 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 collecting Cardholder information

Vietcombank collects Cardholder information directly from Cardholder or third party or through other legal methods. Vietcombank can use supporting method in the process of information collection such as through the website system, smartphone application and other methods if necessary.

1.2.4 Update Cardholder information

Information of the Cardholder may be regularly updated by Vietcombank during the period of establishing a relationship with Vietcombank through periodic updates or when Vietcombank detects that such information is incorrect and/or is no longer accurate and/or at the legal request of the Cardholder.

1.2.5 Storage of Cardholder information

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

1.2.6 Use of Cardholder information

Information of the Cardholder may be used by the relevant Organizations and/or Departments and/or individuals of Vietcombank on the basis of compliance with the internal regulations of Vietcombank and in accordance with the provisions of law. Information of the Cardholder is used in accordance with the collection purposes that have been publicly announced to the Cardholder as prescribed in Clause 1.2.1 above.

1.2.7 Transfer of Cardholder information

a. For information of the Cardholder which is provided by the Cardholder and information arising from the Cardholder transaction, Vietcombank transfers the information of Cardholder to a third party other than Vietcombank in case having the Cardholder's approval before or during or after the Cardholder uses banking products and services provided by Vietcombank or in cooperation with a third party and in a form consistent with the agreement between Vietcombank and the Cardholder.

b. The transfer information of Cardholder at the request of competent state agencies in accordance with the law shall comply with relevant laws and regulations of Vietcombank in each period.

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

d. In case Vietcombank needs to transfer information of Cardholder to a third party according to the agreement between Vietcombank and Cardholder, Vietcombank requests the third party to ensure the safety of the cardholder, manage, use and perform other acts for the information provided in accordance with Vietcombank's regulations and relevant provisions of law and/or the agreement between Vietcombank and the 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 Credit 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 via direct 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 enjoy the Vietcombank's incentive programs and 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. 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

1.4.1 The "Agreement for Vietcombank Credit Card Issuance and Usage" and annexes, amendments and supplements are governed by the Law of the Socialist Republic of Vietnam, regulation of usage and payment of International Card Scheme and Vietcombank.

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. In case no resolution is reached by such negotiation, the parties shall bring the dispute to the Vietnamese authorized Court to resolve by the law.

1.5 Amendments and supplements

Terms and Conditions for Issuance and Usage of Vietcombank Credit Card may be amended and supplemented by Vietcombank from time to time, ensuring that the content complies with the provisions of the law and protects the legitimate rights, benefits of the parties through Vietcombank notifying the Cardholder via email/message of the Cardholder registered with Vietcombank and announced by Vietcombank on Vietcombank's official website at least seven (07)) days from the effective date of the amendments and supplements to the Terms and Conditions for Issuing and Using Vietcombank Credit Cards, unless Vietcombank must immediately implement such amendments and supplements in

accordance with regulations of the Bank and/or at the request of a competent state agency. If the Cardholder continues to use the card after the effective date of the amendments and supplements to the Terms and Conditions for Issuance and Use of Vietcombank Credit Card, it is understood that the Cardholder accepts all the amendments and Vietcombank is not required to obtain any other approval from the Cardholder.

1.6 Trademarks and assignment

(Only applied for Amex branded cards)

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 Organization, in case Vietcombank is no longer an American Express card Issuer 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 Vietcombank 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 the bank at least 07 days before the effective date of the transfer. The Cardholder shall be deemed to consent to this transfer if the Cardholder continues to use the card and not to perform the card termination. In case the Cardholder disagrees, the Cardholder needs an official notice in writing to the Bank.

1.7 Termination and execution

1.7.1 This Vietcombank Credit Card Issuance and Usage Terms and Conditions is valid for the Cardholder's issuance and use of individual credit cards at Vietcombank.

1.7.2 The Primary Cardholder and Supplementary Cardholder(s) are responsible for the performance the Agreement on Issuance and Usage of Vietcombank Credit Cards for individual, including the Application form for Issuance of Vietcombank Credit Cards for individual Customers and this Terms and Conditions for issuance and use Card together with its amendments and supplements from time to time.

1.7.3 The Terms and Conditions for Issuance and Usage of Vietcombank Credit Card, Application form for Issuance Vietcombank Credit Card and attached annexes, amendments and supplements (if any) is an integral part of the Agreement on Issuance and Usage of Vietcombank Credit Card for individual, and takes effect from the date the Cardholder and Vietcombank sign the Application for the Issuance of Vietcombank Credit Card until termination of card usage (due to the Card's expiration date but Cardholder does not renew it or at the request of Vietcombank/Cardholder/competent authority) and all payment obligations of the Cardholder towards Vietcombank in accordance with this Contract has been completed, whichever is later, either party or both parties agree to terminate the Contract.

1.7.4 The Cardholder may not transfer or assign part or all of the Cardholder's rights and/or obligations arising under this Agreement and other relevant documents of the Contract, unless otherwise agreed by Vietcombank in advance in writing.

1.7.5 All or part of any provision of the Terms and Conditions for Issuance and Usage of Vietcombank Credit Card for individual is valid separately and independently of other terms. If any provision is void, illegal or otherwise unenforceable by law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions Issuance and Usage of Vietcombank Credit Card is not affected in any way.

1.7.6 Vietcombank or the Cardholder has the right to unilaterally request the termination of the Contract. In case the Cardholder unilaterally terminates the Contract, the Cardholder needs to notify Vietcombank in writing at least 30 (thirty) days in advance and ensure the fulfillment of obligations arising from the Contract.

1.7.7 This contract for the issuance and usage of this Vietcombank credit card is made in Vietnamese. If there is a foreign party involved, 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.

1.7.8 By signing the Vietcombank Credit Card Application form and Contract, the Cardholder and Vietcombank confirm that they have read, understood and committed to comply with the Terms and Conditions of issuance and usage of Vietcombank credit card mentioned above, the regulations and documents related to card issuance and usage, other regulations of Vietcombank, International Card Scheme as well as prevailing laws of Vietnam.