

TERMS AND CONDITIONS GOVERNING THE USE OF INTERNATIONAL DEBIT CARD

All the provisions of **THE TERMS and CONDITIONS GOVERNING THE USE of INTERNATIONAL DEBIT CARD** (hereinafter called the "Terms and Conditions") set out below together with "International Card Application and Agreement" will constitute an agreement for card issuance and use between Eximbank and the Cardholder.

Article 1: DEFINITIONS

In these Terms and Conditions, the following terms shall have meanings as indicated below:

"Vietnam Export Import Commercial Joint-Stock Bank" (hereinafter shortly called "Eximbank"): The Issuer and Acquirer consisting of Main Transaction Office, all branches and belonging transaction offices.

"Card": International debit card containing a magnetic stripe or a chip branded Visa Debit issued by Eximbank to the Cardholder in order to settle the goods/services payment and/or withdraw cash under these Terms and Conditions.

"Cardholder": The person(s) who is/are provided with the card by Eximbank, including the Principal Cardholder and Supplementary Cardholder.

"Principal Cardholder": The owner of the card account and the person who represents on "International Card Application and Agreement".

"Supplementary Cardholder": The person granted with the card at the Principal Cardholder's request and allowed to use the balance of the Principal Cardholder's account.

"Merchant": The organization/individual authorised to accept cards for goods/services payment or cash advance for the Cardholder.

"Automated Teller Machine" (ATM): The device by which the Cardholder could use for cash withdrawal or other automatic banking services offered by Eximbank or Acquirers.

"Cardholder Identification Number" (PIN): The confidential Personal Identification Number assigned to each card by Eximbank for use at ATM and/or other card reader devices.

"Card Transaction": The transaction in which the Cardholder uses the card(s) or related card information for payment of goods and services at the Merchant and/or for cash withdrawal.

"Visa Debit Card Account" (hereinafter shortly called "Card Account"): Vietnamese dong (VND) account of the Principal Cardholder opened by Eximbank to manage all card transactions. The Supplementary Cardholder uses the same account of the Principal Cardholder.

"Transaction Document": Any documents, papers bearing signature(s) certifying the card transaction by the Cardholder or his authorized person or any documents proving the use of the correct PIN or any documents evidencing the card transaction by the Cardholder without further requirement for his signature.

"Statement of Cardholder Account" (hereinafter shortly called "Statement"): The document shown details of all card transactions and fees incurred in connection with the card use has been issued by Eximbank monthly and sent to the Cardholder by post or through email upon request. Within seven (07) working days from the statement date, if Eximbank has not received any notification or enquiry on errors (if any) in the statement from the Cardholder, it is considered that the Cardholder has received such statement and agreed with the statement's information.

"Interest Rate on Account Balance": The VND demand deposit interest rate regulated by Eximbank from time to time.

"Overlimit Amount": The arising amount due to fees incurred larger than the credit balance on card account.

"Card Validity": The card use period is shown on the card. When the card expires, should the Cardholder have the demand for further use, the Cardholder has to apply for card extension.

Article 2: CARDHOLDER'S RIGHTS AND OBLIGATIONS

2.1. Cardholder's obligations:

- (i) Accept card transaction(s) which have been carried out and settle full of the overlimit amount indicated in the statement even in case Eximbank does not send the statement to the Cardholder due to certain reasons;
- (ii) Not to allow other person(s) using his/her own card, not to disclose his/her card information and PIN within the card validity;
- (iii) Not to have behaviors of identity concealment such as wearing hat, motorbike helmet, protective mask and/or sunglasses, hiding face by hands, etc. when performing transactions at ATMs.
- (iv) Notify Eximbank (in writing) of any changes of the Cardholder's permanent address or billing address, etc.;
- (v) Provide all necessary information fully and accurately per Eximbank's request within the card use;
- (vi) Inform Eximbank immediately in cases of loss, stealing of card or disclosure of PIN as specified in article 5 hereunder;

- (vii) Incur all financial loss (if any) before Eximbank's receipt of the Cardholder's official written notification of the loss, stealing of card or disclosure of PIN;
- (viii) Incur all financial loss related to chip card transactions in which the Cardholder assumes to be fraud.

2.2. Cardholder's rights:

- (i) Carry out card transaction without violation of laws of The Socialist Republic of Vietnam;
- (ii) Request Eximbank for card replacement (in case of card loss/theft, damage, leakage of information,...), extension of card validity (due to expiry of card) or termination of the card use as specified in article 6 hereunder;
- (iii) Request Eximbank to mail the card and PIN to the address indicated by the Cardholder at his/her own risk (if any);
- (iv) Request for Eximbank's assistance in handling disputes (if any) relating to card transaction(s).

Article 3: EXIMBANK'S RIGHTS AND OBLIGATIONS

3.1. Eximbank's obligations:

- (i) Keep confidential any information related to the Cardholder and his/her own account under the law;
- (ii) Answer or handle all enquiries and complaints from the Cardholder relating to the card issuance, use and repayment.

3.2. Eximbank's rights:

- (i) Make (with its own discretion) requirements in connection with the card use at any time and request the Cardholder to immediately comply with;
- (ii) Refuse to authorize payment, replace card, extend the card's validity or terminate the card use,... In any of the above mentioned cases, the Cardholder's obligations as stipulated in these Terms and Conditions shall not be affected;
- (iii) Refuse to investigate the claims in case cardholders have any of the behaviors stipulated in Article 2, clause 2.1, item (iii) hereof.
- (iv) Based on transaction document, debit transaction amount to the card account and/or charge to the card account for any loss(es), damage(s) arising in connection with the card use, other payable(s) (if any),...;
- (v) Stipulate, calculate (as stipulated in article 4) and debit the card account with service fees.

Article 4: SERVICE FEES

- **Issuance fee**: Charged for issuing a card at the first request.
- **Annual fee**: Paid annually by the Cardholder for the card's facilities.
- **Card replacement fee**: Arising when the Cardholder requests for card re-issuing.
- **PIN re-generating fee**: Arising when the Cardholder requests to re-generate the PIN.
- **Dispute Investigation fee**: Charged upon the Cardholder's irrelevant or inaccurate complaint on used card transactions.
- **Cash advance fee**: Arising when the Cardholder carries out cash withdrawal transactions or transactions considered as cash withdrawal by card (except for payment for goods and services). This fee excludes other charges (if any) collected by Acquirers or at ATMs.
- **Lost/stolen card fee**: Arising when the Cardholder notifies Eximbank in case of lost/stolen card.
- **Currency conversion fee**: Charged by the international card organization when the Cardholder carries out card transactions in foreign currencies other than VND.
- **Other fees (if any)**: Arising per the Cardholder's request such as statement retrieval fee, sales slip retrieval fee, confirmation fee, etc.

Fee schedule for issuance and use of card shall be regulated by Eximbank from time to time.

Article 5: LOST/STOLEN CARD, DISCLOSED PIN

- 5.1. If the Cardholder made the card mislaid/stolen (for any reasons) or the PIN disclosed to other person(s) or suspects that the card number or PIN has been disclosed, the Cardholder shall be responsible for immediately notifying Eximbank by the fastest possible means (by telephone, fax, email,...) and confirming with Eximbank in official writing then;
- 5.2. The Cardholder shall commit not to reuse the card found after declaring card loss/theft or PIN disclosure (previously informed to Eximbank) unless Eximbank's agreement (in writing).

Article 6: REPLACEMENT, VALIDITY EXTENSION, TERMINATION, COLLECTION OF CARD

- 6.1. The card replacement or validity extension shall not affect the Cardholder's obligations as specified in these Terms and Conditions;
- 6.2. In any cases, the card still belongs to Eximbank. Therefore, Eximbank (with its own discretion) has the right to temporarily stop, terminate the card use or pick up card at any time without prior notice to the

Cardholder. The Cardholder may also terminate the card use by a written notice to Eximbank;

- 6.3. Upon valid termination of the card use (by either Eximbank or the Cardholder), the card(s) cut in halves shall be returned to Eximbank; the overlimit amount (if any) and all fees have to be entirely settled; and complaints (if arisen) are clarified. In case of no returned cards, the Cardholder shall be charged the lost card fee regulated by Eximbank from time to time.

Article 7: FUNDS TRANSFER AND CARD USE

- 7.1. The Cardholder shall have to be charged the so-called “**no-shown charge**” if the Cardholder uses his/her card for “the reservation service” at the Merchant and afterwards cancels the service (for any reason whatsoever). This fee is equal to the amount previously stipulated by the Merchant and agreed by the Cardholder plus taxes and other related service fees;
- 7.2. The Cardholder can transfer funds into the card account several times in several forms (in cash, by cheque, transfer to, debit of funds from the account opened with Eximbank) to meet his needs. The Cardholder can transfer funds to his card account in VND or foreign currencies where they shall be converted into VND at the prevailing exchange rate. If the currency transfer is performed after 16:00 (from Monday to Friday) or 10:00 (on Saturday), the value date will be on the next working day;
- 7.3. In case the Cardholder requests Eximbank to debit his/her account opened with Eximbank to transfer to the card account, he/she must ensure that the account balance is sufficient for the internal transfer;
- 7.4. The credit balance on the card account shall earn Eximbank’s prevailing VND demand deposit interest rate. The interest shall be credited to the card account on a specific date of the month;
- 7.5. The credit balance on the card account shall be disbursed after 45 days from the valid termination date of the card use (by either Eximbank or the Cardholder) as stipulated in above article 6.3

Article 8: MODIFICATION, SUPPLEMENTATION

Eximbank at any time (with its own discretion) has the right to amend, modify and supplement any provisions hereunder by a 15-day prior notice (in writing by post, at Eximbank website, through email or by another ways in accordance with Eximbank’s decision) to the Cardholder. The Cardholder may refuse those amendments, modifications and supplementations by a written notice to Eximbank within the period or has the right to terminate the card use as specified in article 6 above.

Article 9: OTHER STIPULATIONS

- 9.1. Eximbank shall have no obligation in the following cases:
- (i) The quality of goods or services supplied to the Cardholder by the Merchant or the Merchant’s refusal of handling the card transaction for any reason;
 - (ii) The failure of the Card Authorization System, the Data Processing System or the Data Transmission System either directly or indirectly occurring beyond Eximbank’s control (such as war, Acts of God, earthquake,...);
 - (iii) Impact on the prestige, name, reputation,... of the Cardholder in case of termination of the card use as stipulated in article 6 above;
 - (iv) Card transaction(s) with the disclosed PIN before the Cardholder notifies Eximbank in writing.
- 9.2. The Cardholder’s outstanding amount paid to Eximbank shall not be affected by any claim or dispute arising (for any reason) between the Cardholder and the Merchant;
- 9.3. All the Cardholder’s requests to Eximbank shall be made in writing. However, Eximbank (at its own discretion) may accept and carry out the Cardholder’s request via telephone, fax, email,... with the assumption that it has been made by the Cardholder or by the other person authorized by the Cardholder and Eximbank shall not bear any responsibility for any damages which might occur due to the performance of such request(s) even if the request has not been made by the Cardholder in reality;
- 9.4. All the notifications sent to the Cardholder(s) shall be valid on the delivery date if such notification is delivered by hand or after 1 (on e) day if delivered by post (based on post office stamp), and on the sending date if delivered by fax. In case the Cardholder is not in the same province, city of Eximbank, notifications shall be valid after 3 (three) days if sent by post (based on post office stamp);
- 9.5. The Cardholder is not allowed to transfer any of his/her liability or assign his/her right on the card use to anyone;
- 9.6. In any case Eximbank has the right to refuse to authorize the card transaction regardless of the current balance on the card account;
- 9.7. In case the Cardholder carries out card transactions in foreign currencies, currency conversion fee shall be charged by the

international card organization. The foreign currency shall be converted into VND at Eximbank’s and the international card organization’s prevailing exchange rate;

- 9.8. If either one or any provisions or any part of these Terms and Conditions becomes illegal, invalid or unenforceable according to any applicable laws in any jurisdictions, it shall not affect the legitimacy, validity and enforceability of any other provisions of these Terms and Conditions within that jurisdiction and/or any other competence;
- 9.9. The fact that Eximbank has not yet performed or delayed in performing its rights and obligations hereunder shall not be considered as a waiver in whole or in part of its rights and obligations unless Eximbank expressly notifies such waiver to the Cardholder in writing;
- 9.10. These Terms and Conditions and International Card Application and Agreement shall be governed by and construed in accordance with the Laws of The Socialist Republic of Vietnam. In case of any dispute, the two parties shall resolve it in the spirit of mutual understanding and cooperation. If dispute can not be resolved by negotiation, the parties hereto agree to submit the case to the jurisdiction of a competent Court of the Socialist Republic of Vietnam for settlement which decision shall be final-bound to the both parties.