

## TERMS AND CONDITIONS FOR ISSUING AND USING DOMESTIC DEBIT CARD (V-TOP)/ PERSONALIZED PREPAID CARD

**Article 1:** In this Schedule of Terms and Conditions, the following terms shall be interpreted as follows:

“**Bank**”: Vietnam Export Import Commercial Joint Stock Bank (Eximbank).

“**Partner**”: The unit cooperating with the Bank to issue co-branded cards.

“**Card**”: Domestic debit card (V-TOP) or personalized prepaid card issued by the Bank to the Cardholder.

“**Cardholder**”: Person(s) to whom the Bank issues a card for use. Cardholders include the Principal Cardholder and Supplementary Cardholder (If any). Principal Cardholder is the person who undersigns the “Card Issuance Application Form” and simultaneously is the account owner. Supplementary Cardholder is the person to whom the Bank issues a card as per request of the Principal Cardholder.

“**Merchant**”: The unit who accepts cards for goods/services settlement or cash advance.

“**Automated Teller Machine**” (ATM): Equipment installed by the Bank (or by other banks in the Alliance) which the Cardholder may use for cash withdrawal or other services provided by these banks.

“**Personal Identification Number**” (PIN): The personal password assigned to each card by the Bank which allows the Cardholder to carry out card transactions. The Cardholder is the only person who knows the PIN and can change it at the Bank’ ATMs.

“**Card Transaction**”: Transaction(s) in which the Cardholder uses a card or related card information for payment of goods and services, funds transfer and/or for cash withdrawal.

“**Account**”: The Principal Cardholder’s personal deposit account opened with the Bank for card issuance. The Supplementary Cardholder (if any) shares this personal deposit account with the Principal Cardholder.

“**ATM systems in the Alliance**”: The ATM systems of the banks in the alliances which share the systems with the Bank’s and which allow Cardholders to carry out card transactions at such systems.

“**Card payment by Quick Response Code - QR Code**”: is the use of QR Code to pay for goods and services by cards to merchants; including Merchant-Presented QR Code and Consumer-Presented QR Code.

### **Article 2:** Cardholder’s rights and responsibilities

#### **2.1. The Cardholder’s responsibilities:**

- (i) To accept card transaction documents and/or card transaction(s) using the Cardholder’s PIN.
- (ii) To carefully keep and preserve his/her card. Not allow other people to use his/her card, not to disclose his/her PIN. To notify the Bank (in writing) of any changes of Cardholder’s permanent residence or contact address.
- (iii) Not to have behaviors of identity concealment such as wearing hat, motorbike helmet, protective mask, sunglasses, hiding face by hands, when performing transactions at ATMs.
- (iv) To provide the Bank with information, documents related to the use of the card, or information on the lost/stolen card, or the disclosed PIN, etc. Besides, the Cardholder must ensure the accuracy and authenticity of and be liable for the information provided to the Bank;
- (v) To bear all financial losses with respect to card transactions (including the damages arisen out of card transactions) performed prior to making notice to the 24/7 call centre or in writing at the banking units about the loss or theft of cards or PIN disclosure. Eximbank shall promptly lock the cards upon receipt of the cardholders’ notice to its 24/7 call centre or within 01 (one) hour from the written notice of the cardholders, take other necessary measures to prevent imminent damages and kept the shareholders updated.

Within 12 hours from making notice via the phone, Cardholders must personally arrive at Eximbank's banking units to confirm in writing.

- (vi) To check and verify the eligibility of the account transactions notified by the Bank through SMS, Internet Banking and monthly statements. Within 60 days from the date of transactions, if Eximbank receives no claims nor request for investigation from Cardholders, it shall be deemed that Cardholders have agreed with the accuracy of the arisen transactions.
- (vii) To promptly notify and coordinate with the Bank for handling upon detection of suspicious transactions, no later than 02 business days from such detection.
- (viii) Cardholders shall bear all incurred losses (if any) in the following circumstances:
  - Cardholders intentionally delay the notice to the Bank about suspicious or fraudulent transactions informed by Eximbank through SMS, monthly statements or Internet Banking, or
  - Transactions are erroneously performed by Cardholders, or
  - Cardholders are manipulated (at cardholders' mistakes) by others to make card transactions, or
  - Cardholders violate the provisions of these Terms and Conditions.

## **2.2. The Cardholder's rights:**

- (i) To request the Bank to replace card (due to loss, theft, damage, card information disclosure), or terminate the use of card due to disagreement with the changes in and supplementations to the terms and conditions or fee schedule of card use and only have to pay fees for the services having been executed;
- (ii) To request the Bank to mail the Card and PIN to the address designated by Cardholder at his/her own risks (if any) that the Cardholders shall bear.
- (iii) To request the Bank to resolve the disputes related to his/her card transaction(s) within 60 days from the transaction date.

## **Article 3: The Bank's rights and responsibilities**

### **3.1. The Bank's responsibilities:**

- (i) To resolve the Cardholder's requests related to the use of card;
- (ii) To provide supporting services for convenient card payment of the Cardholder within the Bank's competence;
- (iii) To secure customer information in accordance with law, and to only provide information to Third parties upon consent of customers or request of competent state agencies.

### **3.2. The Bank's rights:**

- (i) To set up requirements (with caution) in connection with the verification, request for provision of information and transaction documents related to the card use and request the Cardholder to timely observe with such requirements within his/her ability;
- (ii) To refuse card payment authorization, card replacement, or new card issuance, or to terminate the card use by Cardholders if Cardholders violate the provisions defined in these Terms and Conditions; or in force majeure events mentioned in **Article 8: Force majeure**. In all cases, the refusal for authorization or replacement, or termination of card use as above shall not impair Cardholders' responsibilities set out in Article 2.
- (iii) To debit account directly for service fee(s) and amount(s) related to Cardholder's Card Transactions;
- (iv) To immediately lock cards upon receipt of being aware that the cards are abused to do transactions, or card information is suspected to be disclosed so as to ensure safety and restrict

losses, and cooperate with related parties to take other necessary measures to prevent imminent damages, and keep cardholders updated. Eximbank shall be responsible for all financial losses incurred to Cardholders from any use of the cards after being locked.

- (v) In case Cardholders do not allow Eximbank to lock the cards right upon their notice of suspicious transactions, Cardholders shall take full responsibility in the arisen transactions after the time of notice.

#### **Article 4: Services provided upon card using, scope and term of card use**

Cardholder uses his/her Card to carry out card transactions at card acceptance points (including branches, ATMs system, Merchants and/or other services implemented by Eximbank such as Internet Banking, Mobile Banking, SMS Banking) and ATM systems in the alliances. The Bank does not limit the card use period.

Cardholders may also use cards to receive funds transferred to by cardholders or account owners of other banks in Vietnam through ATMs system, Internet Banking, Mobile Banking, SMS Banking provided by Eximbank and/or allied banks.

#### **Article 5: Service fees**

Based on the services registered and used by Cardholders, the Bank shall automatically collect fees from the card account or in cash as per the schedule of service fees issued by the Bank from time to time and shall not collect any other fees out of such schedule;

The schedule of card service fees is issued by Eximbank in accordance with law regulations from time to time and posted on Eximbank website;

In case of any change in the fee schedule, Eximbank will notify Cardholders at least 07 (seven) days before its effect.

#### **Article 6: Investigation and claims**

- (i) Cardholders are entitled to make claims against their transactions through such channels as: phone (*with recording, and 24/7 operation*), Eximbank's banking units, and email;
- (ii) If the information is received through its call centre, Eximbank shall, if deemed necessary, ask cardholders to further provide the request for investigation or claim as per the form and within the period specified by Eximbank to serve as the formal basis to handle the request for investigation and claim.
- (iii) In case of authorizing others to request for investigation and claim, Cardholders follow law regulations on authorization;
- (iv) The time for Eximbank to handle the claims is 45 business days upon first receipt of the request for investigation and claim from Cardholders;
- (v) The time of making investigation is subject to change as may be notified by Eximbank from time to time in correspondence with regulations of SBV, card organizations and law.
- (vi) No more than 05 business days from the day of informing the results of investigation and claim to customers, Eximbank shall reimburse Cardholders the losses incurred not by Cardholders' mistakes and/or not among the force majeure events as agreed in the agreement;
- (vii) Expiring the time for handling the investigation or claim, if the cause or the violating party is yet to be identified, Eximbank shall, within the next 15 business days, agree with customers on a treatment or temporarily reimburse the loss to customers until there is a final conclusion by competent agencies which clearly defines the parties' mistakes and responsibilities.
- (viii) If Eximbank, Cardholders and related parties fail to reach an agreement and/or disagree with the results of handling the investigation or claim, the dispute settlement shall be subject to law regulations.

- (ix) If the claimed incident shows criminal sign, Eximbank shall inform competent State agencies in accordance with law on criminal procedure and report to the State Bank of Vietnam; and notify cardholders in writing about the status of handling the request for investigation and claim. The handling of the investigation and claim is responsible by competent State agencies. Within 15 business days from the conclusion of State agencies, Eximbank shall inform and exchange with cardholders on the method of handling the results of investigation and claim.

**Article 7: Modification, supplementation**

The Bank is, at any time (with cautious consideration), entitled to amend, modify and supplement these Terms and Conditions. The Bank will announce on its website and inform in writing or such direct forms as SMS or email to Cardholders at least 7 days before their effect. After this period, if the Bank receives no response from Cardholders, it is considered that Cardholders have accepted such amendments, modifications and supplements.

**Article 8: Force majeure**

(i) Force majeure events consist of:

- Earthquake, flood, act of God, war, or power failure, which is beyond Eximbank's control.
- Breakdown/errors of ATM/POS or any other machines or equipment for operations of cards, data system, communication/Internet system, or information exchange service.
- Order of competent State agencies, or change in law.
- Other events beyond the control of Eximbank.

(ii) Upon occurrence of force majeure events:

- Eximbank shall announce on its website or notify in writing or such other direct forms as SMS or email to Cardholders.
- Eximbank is exempted from responsibilities in case of force majeure.
- Eximbank reserves the right to suspend the service as may be notified in case of force majeure.

**Article 9: Other stipulations**

When the Bank accepts the request for card issuance and issues a card to a customer, the Card Issuance Application Form enclosed with the Terms and Conditions of Card Issuance and Use shall become the Card Use Agreement between the Bank and the customer (Cardholder).

In case the Cardholder uses the card to make card transactions from a foreign currency account, such card transaction's amount shall be converted into Vietnamese dong at the Bank's exchange rate publicly quoted at the transaction time

If any one or several terms and conditions become illegal, invalid or unenforceable according to any applicable laws in any jurisdiction, the legitimacy, validity and enforceability of other terms and conditions shall not be affected.