

REGULATIONS ON USING ONLINE SETTLEMENT SERVICE BY BANK PAYMENT CARDS

Article 1. Definitions

- 1.1 **Bank payment cards:** are the cards issued by Eximbank and eligible for service execution as stipulated by Eximbank.
- 1.2 **Eximbank:** is Vietnam Export Import Commercial Joint Stock Bank – the institution offering the online payment service by bank payment cards.
- 1.3 **Customers:** are the cardholders registering to use Eximbank’s online settlement service.
- 1.4 **Goods and services suppliers:** are the goods and services businesses associating with Eximbank and/or its partners to accept the payment service by cards issued by Eximbank, for example restaurants, hotels, shops, etc. These businesses are equipped with machines and techniques to connect to the online settlement system of Eximbank and/or its partners.
- 1.5 **Online settlement service (service):** is the service enabling customers to use cards issued by Eximbank to directly pay for goods and services on the website of goods and services suppliers connected to the online settlement system of Eximbank and/or its partners.
- 1.6 **One Time Password (OTP):** is the password provided by Eximbank to verify customers, used only once for the outstanding transaction and expired after a defined period of time (5 minutes). Customers input the OTP provided by Eximbank via SMS to the registered cell phone number to confirm the transaction execution.

Article 2. Service content

- 2.1 Eximbank and/or its partners provide the service to facilitate customers in their payment for online purchase of goods by bank payment cards.
- 2.2 By registering to use the service, customers agree to allow Eximbank to execute the payment orders made by the customers on the website of goods and services suppliers. Upon the customers’ setting up of payment orders, Eximbank will debit their card accounts and credit to the goods and services suppliers the amounts required by customers on the transaction date.
- 2.3 The payment must be guaranteed not to exceed customer’s service using limit and card account balance at the time of transaction execution.

Article 3. Rights and Responsibilities of customers

3.1 Rights of customers:

- Using the services provided by Eximbank as committed.
- Directly contacting Eximbank’s service support section or banking units for inquiries response or solution of arising problems during transaction execution.
- Requesting for investigation of or complaining about online settlement transactions within 90 days since the date of transaction.

- Terminating service using at any time by sending a written request for service termination (as per form of Eximbank) to Eximbank's banking units.

3.2 Responsibilities of customers

- Complying with registration procedures, transaction processes, instructions and regulations of Eximbank; using the information provided by the service for the right purposes.
- Keeping confidential card information and/or other identification factors provided by Eximbank; preserving the usage of cell phones; not unintentionally or intentionally allowing others to abuse such card information, cell phone numbers and/or other identification factors provided by Eximbank to carry out frauds in this online settlement service.
- Accepting all payment transactions which fully and accurately have necessary identification factors (card information, OTP, etc.)
- Notifying in writing in the shortest possible time to Eximbank in case card information and cell phone numbers are stolen, lost or suspected to be abused.
- Being held responsible for damages which are caused by unintentionally or intentionally disclosed OTP resulting in abusiveness of payment accounts.
- Taking all reasonable measures to ensure the safety and compatibility of machines, connection equipment, system software or application software, etc. upon connecting to or accessing the service to control, prevent and stop illegal usage or access of the service.
- Executing all of the above responsibilities upon suspension or termination of the service.

Article 4. Rights and Responsibilities of Eximbank

4.1 Rights of Eximbank

- Debiting customers' accounts the amounts as per their request and arising expenses (if any) to pay for suppliers based on customers' online payment orders.
- Refusing to execute customers' payment orders if their card accounts do not have enough balance, are closed or illegible; services suppliers refuse payment by electronic means; transactions are not within the payment limit as defined by Eximbank, etc.
- Refusing customers' requests for payment order cancellation when the transactions have been successfully executed. The cancellation is only accepted upon request of goods and services suppliers.
- Altering, suspending or terminating the service provision at any time without the consent of customers.
- Refusing responsibilities for damages or losses directly or indirectly borne by customers, resulting from or by:

- a. the service using by authorized persons of customers.
 - b. causing the card information, registered cell phone numbers and/or identification factors provided by Eximbank to be lost, stolen or disclosed.
 - c. the interruption, delay, lateness or unavailability of service using or any breakdowns during the service provision due to causes beyond Eximbank's reasonable control, including but not limited to the interruption for the service to be upgraded or repaired; transmission line errors of Internet or telecommunication service providers; interruption errors of online goods and services suppliers.
 - d. disputes between customers and suppliers on the payment amounts, time, goods and services quality and other issues at any time, even before, during and after Eximbank has remitted to the accounts of suppliers.
 - e. customers' requests for investigation of and complaints about online settlement service after over 90 (ninety) days since the execution of such online settlement transactions.
 - f. any force majeure including without limitation to natural disasters, strike, or any requirements of the Government or State competent agencies as stipulated by laws.
- Other rights in accordance with law regulations.

4.2 Responsibilities of Eximbank

- Ensuring the safety and stability of the system
- Complying with law regulations on provision of online services
- Settling customers' requests for investigation and complaints relating to service using
- Being held responsible for losses or damages resulting from Eximbank's faults.
- Other responsibilities in accordance with law regulations.

Article 5. Service fee

Service fees are announced by Eximbank from time to time at its banking units nationwide and on its website (<http://www.eximbank.com.vn>). Eximbank is entitled to automatically debit any accounts opened with Eximbank to collect service fees (if any).

Article 6. Modification and supplementation

Eximbank is, at any time (with cautious consideration), entitled to revise, modify and supplement this regulation by providing customers with notice (in writing, on the website, by email or any other forms at its own discretion) 15 days prior to the effective day of such amendments. After such period of time (15 days), if Eximbank fails to receive any response from customers, it is regarded that customers have accepted the revision, modification and supplementation of the terms and conditions of the online settlement service by bank payment cards and such revisions, modifications and supplementations shall take immediate effect.

Article 7. Dispute Settlement

In case of disputes, the parties shall settle on the spirit of understandings and cooperation and in accordance with regulations of the card alliance of which Eximbank is a member. Failure of this, the parties are entitled to submit to a competent court of the Socialist Republic of Vietnam and the Court's decisions shall be final and binding on the parties