

**TERMS AND CONDITIONS GOVERNING THE USE OF
BUSINESS INTERNATIONAL CREDIT CARD
(EFFECTIVE FROM 25/12/2020)**

All the provisions of **THE TERMS and CONDITIONS GOVERNING THE USE of BUSINESS INTERNATIONAL CREDIT 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: INTERPRETATIONS

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.

“Corporate”: The entity requesting Eximbank to issue the cards for its employees and mainly responsible for the repayment of card transaction amount, interests and fees related to card use.

“Card”: International business credit card containing a magnetic stripe or a chip branded Visa Business or MasterCard Business issued by Eximbank to the Cardholder in order to settle the goods/services payment and/or withdraw cash under these Terms and Conditions.

“EMV-Chip card” (shortly as Chip card): is the card product embedded with a micro computer e-chip having multi-functions and applications, and capable of storing important encoded information with high security.

“Contactless chip card”: is the card using contactless technology.

“Cardholder”: The employee of the Corporate for whom the card is issued per the request in accordance with the Credit Limit Contract for Business Credit Card Issuance between Eximbank and the Corporate.

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

“Contactless card accepting device”: is the device integrated with contactless technology, which enables to accept, other than regular cards, contactless cards and other wireless devices.

“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.

“Contactless card transaction”: is the transaction paying for goods or services performed by tapping or placing contactless cards to or near a contactless card accepting device.

“Online card transaction” (shortly as Online transaction): is the use of cards to pay for goods, services directly on Merchants’ websites connected to the online payment network of Eximbank and/or its counterparties.

“Online transaction authentication service for international cards” (shortly as 3D-Secure service): is the safety enhancement service for Cardholders upon performing Online transactions on the websites supporting the authentication function of international card organizations by requesting Cardholders to input OTP for each Online transaction for the purpose of Cardholder authentication.

“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.

“OTP”: is the one time password which is only valid for a definite period of time, provided by Eximbank through Cardholders’ mobile phone number or email address having been registered with Eximbank for the sake of Online transaction authentication service for international cards.

“Card Payment Account” (shortly as “Card account”): is the account in Vietnamese Dong (VND) of Primary Cardholder opened by Eximbank to control Card transactions. Supplementary Cardholder shares the same account with Primary Cardholder.

“Card transaction Document”: are any papers or documents signed by Cardholders to verify the performance of the card transactions or give authorization to another person, or documents using the PIN or any documents evidencing the performance of the card transactions by Cardholders without their signature.

“Payment invoice for Cardholders” (shortly as “Statement”): is the document prepared by Eximbank, listing all card transactions and arisen costs connecting to the use of card(s) in the month, and sent to Cardholders by post or email on demand. Within 07 (seven) business days from the statement date, if Eximbank does not receive any notice or inquiry from Cardholders about any mistakes (if any) in such statement, Cardholders shall be deemed as having received and agreed with the information stated in the statement.

“Outstanding Balance on Card Account” (hereinafter shortly called “Outstanding Balance”): Total amount has to be paid to Eximbank including amounts of card transaction(s), financial charge, fees incurred, any other payables in connection with the card use, which are still unpaid to Eximbank by the Corporate and/or the Cardholder and indicated in the monthly statement.

“Minimum payment due”: The minimum amount must be paid to Eximbank in the monthly statement including a part of Outstanding Balance as stipulated by Eximbank, total debts exceeding the card usage limit and unpaid minimum payment amount of the previous statement(s) (if any).

“Due date”: The last date at when the Corporate and/or the Cardholder must pay the Outstanding Balance to Eximbank as regulated.

“Credit Limit”: The maximum amount that the Cardholder can use upon acceptance of the Corporate and Eximbank in accordance with the Credit Limit Contract.

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

Article 2: RIGHTS AND RESPONSIBILITIES OF CARDHOLDERS

2.1. Responsibilities of Cardholders:

- (i) To accept all executed card transactions and fully pay for the Over-limit amounts specified in the statement even in cases where Eximbank fails to send statements to Cardholders for any reasons;
- (ii) Not to allow other persons to use the cards, and not to disclose card information and PIN to others during card validity;
- (iii) To preserve the use of mobile phone number and email address registered with Eximbank for card use and receipt of transaction password; not to accidentally or willfully allow other persons to use such card information, mobile phone number or email address to conduct fraudulent acts in online payments;
- (iv) Not to conceal identity when performing transactions at ATMs such as wearing hat, helmet, mask, sunglasses, or using hand to hide the face, etc.;
- (v) To inform Eximbank (in writing or other channels if offered by Eximbank for each service) about changes in the permanent residential address, contact address, mobile phone number or email address to receive the password for online transaction verification, etc.;
- (vi) To fully and accurately furnish information as required by Eximbank during the card use;
- (vii) To promptly notify Eximbank about cases of cards being lost, stolen or PIN being disclosed in accordance with Article 5 hereunder;
- (viii) To bear all financial losses before Eximbank receives the written notice from Cardholders about case(s) of cards being lost, stolen or PIN being disclosed;
- (ix) To bear all financial losses from Chip/Chip Contactless card transactions and/or online transactions using online authentication for international cards;
- (x) To undertake to perform card transactions in correspondence with current law stipulations and Ordinance on foreign exchange.

- (xi) To check and verify the validity of the transactions arisen through accounts as informed by the Bank via SMS, statements, etc. 10 days after the statement date, if no claims are made by cardholders, it shall be considered that cardholders have agreed with the accuracy of such transactions;
- (xii) To immediately inform and cooperate with the Bank for handling upon detection of any suspicious transaction, by no later than 2 business days. Cardholders shall cooperate with Eximbank in the investigation of fraudulent transactions with connection to card accounts, information about the card usage or about Cardholders' relatives, etc. as may be requested by Eximbank;
- (xiii) Cardholders shall bear all costs arising from the delay or failure to promptly inform the Bank about the occurrence of suspicious transactions despite having received the notification of such occurrence from SMS, statements or Internet Banking.
- (xiv) To activate the received cards only by text message or e-banking services (Internet Banking/Mobile Banking) or otherwise as may be regulated by Eximbank from time to time.
- (xv) To bear all financial losses arisen out of the card activation via text message or e-banking services (Internet Banking/Mobile Banking).
- (xvi) Upon settlement of a secured loan at Eximbank, Cardholders shall settle the entire outstanding balance of the card granted against such secured loan (if any) at Eximbank's request.
- (xvii) For periodical (monthly, quarterly or yearly) payment transactions, Cardholders shall inform Merchants and retain evidences (messages, electronic information and/or relevant supporting documents, etc.) upon termination of service use. Eximbank reserves the right to reject claims if Cardholders fail to furnish the evidences having been informed to Merchants.

2.2. Rights of Cardholders:

- (i) To perform card transactions in accordance with law of the Socialist Republic of Vietnam; and to request for Eximbank's consideration of credit limit increase or adjustment;
- (ii) To request Eximbank for card replacement (due to being lost, stolen, broken or card information being leaked, etc.), card renewal (due to expiry) or termination of card use as regulated in Article 6 herein;
- (iii) To ask Eximbank to send the card and PIN via post to the address designated by Cardholders at their own risks (if any);
- (iv) To request the Bank to settle claims connecting to card transactions within 60 days from the transaction date;
- (v) To request Eximbank for information about account balance, card transaction history and other necessary information.

Article 3: RIGHTS AND RESPONSIBILITIES OF EXIMBANK

3.1. Responsibilities of Eximbank:

- (i) To keep confidential information connecting to Cardholders and card accounts in accordance with law;
- (ii) To settle or respond to Cardholders' claims or inquiries relating to card issuance, use and settlement;
- (iii) To provide at the request of Cardholders information about card balance, card transaction history and other necessary information.

3.2. Rights of Eximbank:

- (i) To set requirements (upon careful consideration) on the use of cards at any time which Cardholders must follow immediately;
- (ii) To refuse payment authorization, card replacement or renewal, or termination of card use by Cardholders, etc. In all of such cases, obligations and responsibilities of Cardholders provided herein shall not be affected;

- (iii) To refuse investigation of claims when Cardholders make one of the behaviours defined in item (iii) Clause 2.1 of Article 2 of this Agreement;
- (iv) To rely on Card transaction document(s) to debit card accounts and/or loss(es) or damage(s) arisen from the use of cards, and other payable(s) (if any), etc.;
- (v) To issue, charge (as per the method stated in Article 4) and debit card accounts for service fee(s);
- (vi) To debit Cardholders' accounts opened with Eximbank at any time without their prior consent to settle the overdue amount(s) owed by Cardholders.
- (vii) To 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;
- (viii) To reject or only support to handle cardholders' claims in case cardholders do not allow the Bank to lock their cards, or delay or fail to promptly inform the Bank about any suspicious transaction or card information leakage, etc. Being detected despite having received the notification from SMS, statements, or Internet Banking.
- (ix) To decline the authorization on commercial websites and points of sale (POS) with respect to the methods contrary to Vietnam's law and SBV regulations on foreign exchange control, online gambling, illegal cash withdrawal from POS's and money laundering prevention, etc.
- (x) To take initiative in increasing or decreasing the credit limits and/or changing the Card types of Cardholders in correspondence with Eximbank's regulations.
- (xi) To record all exchanges with Cardholders on the phone and/or any oral communications between Cardholders and Eximbank during the card usage.
- (xii) Eximbank has the right to lock/temporarily lock Cardholders' Cards and conduct debt recovery measures in case of adverse news which may, as assessed by Eximbank, affect the Cardholders' solvency.
- (xiii) To use the information pertaining to Cardholders and their loan(s) for public disclosure or information supply to third parties, including mass media, organizations and individuals (upon Eximbank's judgment) relating to Cardholders with respect to their breach of repayment obligations. Eximbank shall bear no responsibility in any harms to Cardholders' honor and reputation while performing the said measures.
- (xiv) Eximbank is entitled to debit Card accounts for the transaction amounts paid by Cards whether the goods or services have been delivered, received or executed, or are not in the right quantity or quality.
- (xv) Eximbank shall not be held liable for the disputes or claims pertaining to the special offers provided to Cardholders by any third parties.
- (xvi) Eximbank takes no responsibility in case of Cards' information insecurity, or loss/missing/disclosure as stated in Article 5 hereunder.

Article 4: SERVICE FEES

- **Issuance fee:** is the fee charged when customers apply for card issuance.
- **Annual fee:** is the fee to be annually paid by Cardholders to use card utilities.
- **On-demand card replacement fee:** is the fee charged when Cardholders apply for card re-issuance.
- **PIN reissuance fee:** is the fee charged when Cardholders request for re-issuance of PIN.
- **Complaint fee:** is the fee applied when Cardholders make wrong or incorrect complaints about the card transactions having been used.
- **Cash withdrawal fee:** is the fee applied when Cardholders withdraw cash or perform transactions considered as cash withdrawal by cards (not payment for goods, services). This fee excludes other fees (if any) as may be required by banks or ATMs.
- **Advising fee for lost or stolen card:** is the fee applied when Cardholders inform their cards are lost or stolen.
- **Financial charge (lending interest) on goods, services payment transactions (for passbook credit cards: to apply the same financial charge as cash withdrawal):**

- (i) By the due date for payment, if Cardholders fully pay the outstanding balance as shown in the statement, Eximbank shall exempt interest for all transactions arisen in the respective period of Cardholders.
 - (ii) By the due date for payment, if Cardholders do not fully pay the outstanding balance as at the term end (including the cases having agreed on the minimum payment amount), Eximbank will charge interest to all transactions from the date of their entry to Eximbank's system to the date of Cardholders's full payment. Interest shall be calculated over the actual outstanding amount and debt incurrence period (per day), which is cumulative and shown in the following statement period.
- **Financial charge (lending interest) on cash withdrawal:** cash withdrawal transactions are subject to interest computation from the date of their entry to Eximbank's system. Interest shall be calculated over the actual outstanding amount and debt incurrence period (per day), which is cumulative and shown in the following statement period.
 - **Late payment charge:** if, at the due date for payment, Cardholders fail to pay or pay a smaller amount than the minimum payment due, a late payment charge which is computed on the unpaid minimum payment due shall be applied.
 - **Over limit fee:** is the fee applied when the outstanding balance is used in excess of the stipulated credit limit.
 - **Currency exchange fee:** applicable to cardholders when making transactions with currencies other than VND.
 - **Processing currency transaction fee in VND at acquirer bank's merchants with other country codes than VIETNAM:** applicable to cardholders when making transactions at acquirer bank's merchants with country codes other than VIETNAM.
 - **Others (if any):** are the fees arisen as per request of Cardholders such as: fee for sending statements, issuing copies of transaction documents, confirming the card use, etc.

The schedule of card service fees is regulated by Eximbank from time to time.

Article 5: CARD LOSS OR THEFT; PIN DISCLOSURE

- 5.1. In case of loss/missing/disclose/misuse by others (for whatever reasons) of Cards/Card-related information/PIN/OTP at Cardholders' faults and/or negligence and/or other factors beyond the control of Eximbank; or in case of suspicion of Card/password/PIN/OTP loss/missing/disclosure/misuse by others without their consent, Cardholders shall inform Eximbank at the shortest possible time (by phone, fax, email, etc.) and then send an official document to Eximbank for confirmation of the same.
- 5.2. Cardholders guarantee not to use the lost, stolen cards or disclosed PIN which are then found (upon having prior informed to Eximbank in writing) unless agreed (in writing) by Eximbank.

Article 6: CARD REPLACEMENT, RENEWAL, TERMINATION AND REVOCATION

- 6.1. Card replacement or renewal shall not affect Cardholders' responsibilities as stated herein;
- 6.2. In any cases, the cards remain the property of Eximbank. Therefore, Eximbank (upon careful consideration) reserves the right to terminate the card usage or revoke the cards at any time without prior notice to Cardholders. Cardholders may stop to use the cards by a written notice to Eximbank;
- 6.3. The termination of card use (whether by Eximbank or Cardholders) shall only be valid when Cardholders return the half-cut card(s) to Eximbank and pay for all Over-limit amounts (if any) and complaints of Cardholders (if any) have been fully settled. If the half-cut card(s) is not returned to Eximbank, Cardholders are subject to the advising fee for lost or stolen cards as specified by Eximbank from time to time.
- 6.4. Before their expiry, Eximbank may consider automatically renewing the cards on the conditions and at suitable time as defined by the Bank. Eximbank will notify Cardholders about such renewal by phone/SMS/otherwise at its own discretion. In case Cards are eligible for renewal,

they will be renewed only when Eximbank receives no objection from Cardholders upon its notice, and sent to Cardholders without their request for renewal.

- 6.5. If Cards are renewed/replaced, the Application for issuance cum agreement on use of international credit cards previously executed and this Agreement shall be automatically extended until the effect of card use termination.

Article 7: PAYMENT AND USE

- 7.1. Cardholders must pay to Eximbank a so-called “**No-show charge**” if Cardholders make “reservation service” by cards at Merchants but then cancel the service (for whatever reasons). This charge shall be the amount already set by the Merchants plus other relevant taxes and service charges;
- 7.2. Cardholders may make payment for debts or fees to Eximbank by cash, cheque, wire transfer or deduction of their account with Eximbank. Actual payment amounts received by Eximbank after 16.00 p.m. (Mondays to Fridays) or after 10.00 a.m. (Saturdays) shall be counted to the following business day;
- 7.3. In case Cardholders request Eximbank to debit their accounts opened at Eximbank for payment of the card Outstanding balance, they must ensure sufficient balance thereon for such deduction at any time from the statement date to the (business) day prior to the due date. Otherwise, Cardholders are obliged to pay Eximbank the due amount together with arisen fees or interests (if any);
- 7.4. Eximbank shall only release the security deposit, collateral or credit balance on card accounts 60 days after the effect of the card use termination (whether by Eximbank or Cardholders) as stipulated in Article 6.3 above;
- 7.5. Upon termination of card use, Cardholders may request Eximbank for debiting the security assets (security deposit, savings book or other mortgage or pledge, etc.) to settle the Outstanding balance in the statement. The remaining security value (if any) shall be released in accordance with Article 7.4 above.

Article 8: INVESTIGATION AND CLAIMS

- 8.1 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;
- 8.2 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.
- 8.3 In case of giving authorization to another person to make request for investigation or claim: cardholders follow law regulations on authorization;
- 8.4 Eximbank shall settle the claims within 55 business days from the date of first receiving the request for investigation and claim from cardholders;
- 8.5 Time of investigation may be changed subject to Eximbank’s notice from time to time in accordance with regulations of SBV and card organizations;
- 8.6 No more than 05 business days from the notice date of the investigation, claim results to customers, Eximbank shall make reimbursement to cardholders for the losses incurred not at their faults and/or not among the force majeure cases as agreed in the Agreement;
- 8.7 Expiring the time for investigation but the causes or the party making mistakes are yet to be identified, Eximbank and cardholders shall, within 15 business days, together discuss the treatment;
- 8.8 In case Eximbank, cardholders and concerned parties cannot reach an agreement and/or disagree with the results of investigation or claim, the dispute settlement shall be subject to law regulations;
- 8.9 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. Eximbank shall be responsible for all financial losses incurred to Cardholders from any use of the cards after being locked.

- 8.10 If the claims show criminal signs, the notification of results to cardholders shall be made within 15 business days upon receipt of the conclusions from State agencies;
- 8.11 When making claims against transactions suspicious of frauds and asserted not to have been performed by Cardholders while the Cards are still in their possession, Cardholders shall have to hand over the Cards to Eximbank.
- 8.12 Cardholders shall take initiative in working with Merchants on the Transactions requiring investigation or claim before escalating to Eximbank and bear responsibility in directly settling the concerned issues with Merchants. Eximbank shall not be responsible for the delivery and receipt, quantity, or quality of the goods/services for which Cardholders have paid by Cards, as well as the arisen fees and interests charged to the Cardholders' cancellation of the transactions or return of goods or services to Merchants.

Article 9: DEBT RECOVERY

9.1. Order of debt repayment:

Eximbank conducts the debt recovery by the date of transactions and prioritizes the outstanding balance settlement as follows:

- (i) Fees and interests;
- (ii) Cash withdrawal and goods, services payment transactions.

9.2. Debt recovery:

- (i) If, from the date due for payment, Cardholders fail to pay or pay smaller amounts than the Minimum payment due, Eximbank is entitled to conduct debt recovery measures at its own discretion, including card lock, until Cardholders have made the full payment required by Eximbank.
- (ii) If Cardholders still fail to pay the whole Outstanding balance indicated in the statement, Eximbank shall carry out the debt claiming right (sale, liquidation, disposal or any forms at Eximbank's discretion) from any assets of Cardholders (such as deposit account, savings card (book), security deposit opened at Eximbank or other mortgage or pledge, etc.) without their confirmation. If the security assets are not sufficient for debt recovery, the remaining amount (after Eximbank has partly recovered debts from the security assets) shall be fully paid by Cardholders to Eximbank.

Article 10: AMENDMENT AND SUPPLEMENTATION

Eximbank shall, at any time (with prudent consideration), be entitled to amend, modify and supplement the terms and conditions of this Agreement by a notice (in writing, on its website, by email or other means at Eximbank's discretion) to Cardholders 15 days prior to such changes. In case of not agreeing with any request for changes, Cardholders reserve the right to terminate their use of cards as stipulated in Article 6 above.

Article 11: OTHER PROVISIONS

11.1. Eximbank takes no responsibility in the following circumstances:

- (i) Failure of the payment authorization system, data processing system or data transmission system directly or indirectly occurring beyond control of Eximbank (such as war, natural disasters, earthquake, etc.);
- (ii) Cardholders' prestige, name, reputation, etc. in case of card use termination as specified in Article 6 above;
- (iii) Card transactions with disclosed PIN before Cardholders inform Eximbank (in writing).

11.2. If Cardholders have any claims or disputes with Merchants for any reasons, their liabilities to Eximbank shall not be respectively affected;

11.3. Cardholders' requests to Eximbank must be made in writing. However, Eximbank may (upon careful consideration) accept and handle such requests by phone, fax, email, etc. if Eximbank

believes that such request(s) is made by Cardholders or their authorized persons and Eximbank shall not be responsible for any possible damages arisen from the performance of such request(s) whether the request(s) is made by Cardholders or not;

- 11.4. All notices to Cardholders are valid on the delivery date if delivered by hand or after 01 (one) day if sent by post (based on the post stamp), and on the transmission date if sent by fax. In case Cardholders are not in the same province or city with Eximbank, notices to these Cardholders shall be valid after 03 (three) days if sent by post (based on the post stamp);
- 11.5. Cardholders are not allowed to transfer any responsibilities or assign their rights on card use to any other persons;
- 11.6. In all cases, Eximbank is entitled to refuse to approve (authorize) the execution of card transactions regardless of the current credit balance on card accounts;
- 11.7. If Cardholders use their cards to perform card transactions in foreign currencies, the currency exchange fee of card organizations shall apply and the transactions shall be then converted to VND at the exchange rate issued by Eximbank and international card organizations from time to time;
- 11.8. In case one or more provisions of this Agreement or any part hereof becomes illegal, invalid or unenforceable according to any applicable law in any jurisdictions, such provision shall not affect the legality, validity and enforceability of the remaining provisions of the Agreement within that jurisdiction and/or any other jurisdictions;
- 11.9. Any non-performance of or delay in performing the rights and obligations of Eximbank according to this Agreement shall not be deemed as a waiver in whole or in part of its rights and obligations unless expressly waived by Eximbank in a written notice;
- 11.10. This Agreement and the Application for issuance cum agreement on use of international cards are governed and construed by law of the Socialist Republic of Vietnam. In case of disputes, the parties together settle in the spirit of understanding and cooperation. Otherwise, the parties hereto agree to refer to competent courts of the Socialist Republic of Vietnam and the Court's decision shall be final and binding to the parties.