

AGREEMENT ON USE OF INTERNATIONAL DEBIT CARDS (EFFECTIVE FROM 25/12/2020)

Terms and conditions of the **AGREEMENT ON USE OF INTERNATIONAL DEBIT CARDS** hereunder (the Agreement) together with the “Application for issuance cum agreement on use of international cards” constitute an agreement on card issuance and usage between Eximbank and cardholders.

Article 1: INTERPRETATIONS

In this Agreement, the terms used hereunder are understood as:

“**Vietnam Export Import Commercial Joint Stock Bank**” (shortly as “**Eximbank**”): is the card issuing and acquiring bank, including its branches and transaction offices.

“**Cards**”: are international debit cards bearing names of international card organizations issued by Eximbank at the request of cardholders to pay for goods, services and/or withdraw cash in and out of the territory of Vietnam under this Agreement.

“**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**”: is the person provided with the card by Eximbank for use, including primary cardholder and supplementary cardholder.

“**Primary Cardholder**”: is the owner of the international debit card account and the named person in the “Application for issuance cum agreement on use of international cards”.

“**Supplementary Cardholder**”: is the person having card issued at the request of and allowed to use the money in the current account of Primary Cardholder and Primary Cardholder undertakes in writing to perform all obligations pertaining to Card usage by Supplementary Cardholder in accordance with the agreement on issuance and use of Card.

“**Merchants**”: are the entities or individuals authorized to accept payment for goods, services and/or advance cash to Cardholders.

“**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**” (shortly as ATM): is the device that can be used by Cardholders for cash withdrawal or some other services supplied by Eximbank or acquirers.

“**Cardholder identification number**” (shortly as PIN): is the confidential personal identification number assigned to each card by Eximbank for use at ATMs and/or other card reader devices.

“**Card transaction**”: is the transaction where Cardholders use the card or card-related information to pay for goods, services and/or withdraw cash.

“**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.

“Current account”: is Primary Cardholder’s demand account (in VND or foreign currencies) held with Eximbank, which is linked to Card as designated by Primary Cardholder and used for Card issuance as permitted by Eximbank under the “Application for issuance and agreement on use of international debit cards”. Supplementary Cardholder shares the same account with Primary Cardholder.

“Card transaction documents”: 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.

“Card statement”: is a statement detailing card transactions including cash withdrawal, purchase of goods or services, or arisen fees (if any) connecting to Card use by Cardholders within a period of time defined by Eximbank.

“Available balance”: is the amount entitled by customers to conduct cash withdrawal, payment for goods and services from Current account linked to Card. Available balance is the outstanding amount after deducting the required minimum balance, frozen amount (if any) and card transaction amount(s) being held on Current account.

“Interest rate on credit balance”: is the demand deposit interest rate fixed by Eximbank from time to time.

“Out of balance amount”: is the used amount (for card transactions or fees) in excess of the balance on Cardholders’ Current account.

“Card expiry”: is the period of time that cards are usable and printed on cards. Upon card expiry, Cardholders perform renewal procedures for Eximbank’s consideration if in need.

“SMS Alert”: is the phone banking service offered utilities to holders of international Cards by text messages (SMS), including notification of transactions arisen out of and lock/unlock of international Cards, and other features according to Eximbank regulations from time to time.

“SMS Banking”: is the utility service enabling Cardholders to look up account information and receive the most up-to-date information from the Bank via mobile phone, including notification of balance movements or inquiry of information (account balance, 5 most recent transactions, interest rate, exchange rate, ATM location, and Eximbank’s operating network) etc., and other features according to Eximbank regulations from time to time.

“Internet Banking/Mobile Banking”: is the e-banking service provided by Eximbank to customers.

“Debit”: is to make deductions from Current account.

“Credit”: is to make additions to Current account.

Article 2: RIGHTS AND RESPONSIBILITIES OF CARDHOLDERS**2.1. Responsibilities of Cardholders:**

- (i) To check and accept Card transactions listed in the monthly Card statement sent by Eximbank via email, Internet Banking/Mobile Banking, or by post (if requested). If Eximbank receives no information or inquiry from Cardholders regarding any discrepancies (if any) within 07 working days from the statement date, Cardholders shall be deemed as having received the statement and agreed with its content;
- (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 wilfully 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 promptly inform and work with the Bank for settlement if any suspicious transaction is found, no later than 02 working days. Cardholders shall cooperate with Eximbank during the investigation of fraudulent transactions arisen out of Current account by providing relevant information about their Current account, Card usage, or relatives, etc. upon Eximbank's request;
- (xii) To bear all losses caused by their delay in informing the Bank of suspicious transactions despite having received transaction notifications by SMS, Card statement, Internet Banking/Mobile Banking or otherwise as regulated by Eximbank from time to time;
- (xiii) 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.
- (xiv) To bear all financial losses arisen out of the card activation via text message or e-banking services (Internet Banking/Mobile Banking) or otherwise as regulated by Eximbank from time to time.
- (xv) 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.
- (xvi) In case of Card transactions made out of Current account balance for whatever reasons, Cardholders shall be obliged to fully pay the excess to Eximbank regardless of being informed or requested or not.

- (xvii) Card transaction successfully made at ATMs and merchants and recognized on Eximbank system with full information about Card number, Current account number, transaction code, and otherwise are unable to cancel or change.

2.2. Rights of Cardholders:

- (i) To carry out Card transaction not opposite to the law of the Socialist Republic of Vietnam within Available balance of Current account;
- (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 Eximbank to handle charges against Card transactions within 60 days from the underlying 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 temporarily freeze Current account by the transaction authorization amount, expected fee or Out of balance amount. Such account shall be unfrozen when Card transactions are debited/credited to Current account or customers place deposits to their account for payment accordingly.
- (v) To debit/credit Current account against Card transaction data, fees and interests automatically transferred from merchants, ATMs, or card organizations' systems, etc. whether Cardholders agree or not or whether Current account is out of balance;
- (vi) To provide for, calculate (in the method specified in Article 4) and debit Current account for service fees.
- (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, Card statement, Internet Banking/Mobile Banking or otherwise as defined by Eximbank from time to time;

- (ix) Allow to decline the authorization of performing payment transaction that contrary to VietNam's law on foreign exchange control and money laundering prevention.
- (x) 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.
- (xi) Eximbank shall not be held liable for the disputes or claims pertaining to the special offers provided to Cardholders by any third parties.
- (xii) Eximbank is entitled to debit Current account 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.
- (xiii) Eximbank takes no responsibility in case of Cards' information insecurity, or loss/missing/disclosure as stated in Article 5 hereunder.
- (xiv) To furnish competent authorities with information about accounts, transactions and Cardholders for review or settlement of claims, charges or disputes of Card transactions or other investigations in accordance with law.

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.
- **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 Card 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.** Eximbank is entitled to seize Cards during their usage for the following reasons:
- (i) Fake Card number;
 - (ii) Unauthorized use;
 - (iii) Investigation and disposition of criminal offenses according to law;
 - (iv) Other Card seizure (if any) shall be subject to regulations of Eximbank, SBV, Card acquiring organizations or other written agreements between Cardholders and Eximbank.
- 6.5.** Eximbank shall terminate the use of Cards if requested by Cardholders or upon Card expiry.
- 6.6.** Eximbank shall temporarily lock, seize or invalidate Cards in the following circumstances:
- (i) Loss of Cards or leakage of Card information, which is informed by Cardholders to Eximbank in one of the communication forms (by telephone, email, or in writing, etc.) or otherwise as specified by Eximbank from time to time;
 - (ii) Suspicion by Eximbank or Cardholders of any unauthorized use of Cards or Card information;
 - (iii) Overspending of Current account balance by Cardholders without Eximbank's consent;
 - (iv) Non-payment by Cardholders of the overspent amount;
 - (v) Violation by Cardholders of any conditions or provisions set out in the agreement on card use signed with Eximbank;
 - (vi) Other cases according to regulations of Eximbank, SBV, Card acquiring organizations or other written agreements between Cardholders and Eximbank.
- 6.7.** Cases where Cards are unlocked:
- (i) Cards temporarily locked at Cardholders' request shall only be unlocked once Cardholders have duly made request in one of the communication forms (by telephone, email, or in writing, etc.) or otherwise as specified by Eximbank from time to time and obtained the Bank's approval;
 - (ii) Cardholders pay for Out of balance amount;
 - (iii) Other cases according to regulations of Eximbank, SBV, Card acquiring organizations or other written agreements between Cardholders and Eximbank.

Article 7: FUND TRANSFER 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 different transfers to Current account in various forms (in cash, by check or transfer or deduction from accounts at Eximbank) for their Card using demands. Such transfers can be in VND or foreign currencies which shall be translated into VND at the exchange rate at the time of account recognition;
- 7.3. The currency of Cardholders’ payment to Eximbank is Vietnamese Dong. In case of foreign currency Current accounts (applicable to customers eligible for making transactions out of foreign currency accounts), Eximbank shall buy the foreign currencies therein (at the published exchange rate at the time of debiting/crediting to Current accounts) for Cardholders to pay for their Card transactions to Eximbank in Vietnamese Dong.
- 7.4. The credit balance in Current account enjoys the interest rate applied to VND demand deposits by Eximbank from time to time. Such interest amount shall be credited to Current account on a fixed date in the month;

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. 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.
- 8.10. 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;

- 8.11.** 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: 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 10: OTHER PROVISIONS

- 10.1.** Primary Cardholders should be individuals who are:
- (i) 18 years of age and older with full civil act capacity in accordance with law.
 - (ii) 15 to 18 years of age without having lost or restricted civil act capacity.
- 10.2.** Supplementary Cardholders may use Cards as per specific instructions of Primary Cardholders to the following extent only:
- (i) Persons from 18 years old or older and having full civil act capacity as prescribed by law;
 - (ii) Persons from 15 to less than 18 years old and not having lost or restricted civil act capacity;
 - (iii) Persons from 6 to less than 15 years old and not having lost or restricted civil act capacity upon a written authorization by his/her legal guardian for Card use via the Application for Card issuance supplementary to Primary Cardholder (Supplementary Cardholders aged under 15 are not allowed to withdraw cash and shall only use Cards for payment purposes agreed herein).
- 10.3.** If the persons identified in clauses 10.1 and 10.2 of this Article are foreigners, they should be permitted to reside in Vietnam for 12 months or longer.
- 10.4.** Cardholders shall receive SMS notifications about any Card transactions that arise (if they have registered for SMS Alert). When Eximbank debits/credits Current account for Card transaction amounts, fees, or interests, the account balance movements shall be notified to Cardholders (if they have registered for SMS Banking).
- 10.5.** 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).

- 10.6.** If Cardholders have any claims or disputes with Merchants for any reasons, their liabilities to Eximbank shall not be respectively affected;
- 10.7.** 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;
- 10.8.** 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);
- 10.9.** Cardholders are not allowed to transfer any responsibilities or assign their rights on card use to any other persons;
- 10.10.** In all cases, Eximbank is entitled to refuse to approve (authorize) the execution of card transactions regardless of the current credit balance on Current account;
- 10.11.** 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;
- 10.12.** 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;
- 10.13.** 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;
- 10.14.** 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.