

## TERMS AND CONDITIONS

### OF ISSUANCE AND UTILIZATION OF INTERNATIONAL CREDIT CARD

#### Article 1: Definitions

As used in these Terms and Conditions, the following terms shall have the following meanings:

- 1.1. “IVB” means INDOVINA BANK LIMITED, including its head office, branches, transaction offices and subsidiaries.
- 1.2. “Card” means the type of Visa Credit Card with logo of the International Card Organization, issued by IVB. The Card shall allow the Cardholder to perform transactions within a credit limit as agreed with IVB.
- 1.3. “Chip Card” means encoded electronic chip card in the EMV standard (Europe Master and Visa) with high security.
- 1.4. “Cardholder” means an individual or organization to whom a Card bearing his/its name is issued by IVB, including the Primary Cardholder and the Supplementary Cardholder. The Primary Cardholder is an individual requesting the issuance of the Card on his behalf or under a guarantee granted by an organization. The Supplementary Cardholder is an individual authorized by the Primary Cardholder to use the Card in compliance with the agreement on utilization of the Card between the Primary Cardholder and IVB.
- 1.5. “Correspondent Bank” (CB) means a Bank authorized or patronized by IVB to supply some card services under an agreement on IVB’s card service agency
- 1.6. “Card Payment Organization” (CPO) means a financial and credit institution duly authorized to supply card payment services via the Merchants and/or cash advance units and/or ATMs.
- 1.7. “International Card Organization” (ICO) means an agent providing services on connecting processing system of international card transaction.
- 1.8. “Merchant” means any organization or individual who accepts the Card as a mode of payment of goods and services, cash recharge, cash advance via the Card.
- 1.9. “Cash Advance Unit” (CAU) means a unit, CB or CPO at which the Cardholder may use the Card for cash advance. The CAU is deemed as a specific Merchant.
- 1.10. “Automatic Teller Machine” (ATM) means an automatic teller machine, deemed as a CAU, at which the Cardholder may use the Card for cash advance or other services provided by the bank.
- 1.11. “Personal Identification Number” (PIN) means the Cardholder’s confidential personal identification number, used for cash withdrawal or other Card Transactions. It shall be deemed as the Cardholder’s signature under electronic transactions.

- 1.12. "Card Account" means the payment account of the Cardholder opened at IVB for managing card transactions, interests and issues arising out of or in relation to the utilization of the Card. The Primary Cardholder and the Supplementary Cardholder shall jointly use one Card Account.
- 1.13. "Card Transaction" means any transaction performed by the utilization of the Card (cash transfer, cash recharge, cash advance, payment of goods and services), utilization of other services at a Merchant, CAU, ATM, on the internet and/or in any other manner under IVB's regulations.
- 1.14. "Transaction Bill" (Bill) means an instrument certifying Card Transactions performed by the Cardholder at a Merchant. A Bill shall be considered as duly issued if the information indicated in such Bill matches the personal information on the Card.
- 1.15. "Secured Assets" means assets duly owed by the Cardholder/ the Mortgagor and consented by IVB to be used as security for the issuance and utilization of the Card.
- 1.16. "Credit Limit" means a revolving credit limit indicating the maximum debt balance assigned by IVB to the Cardholder for a given period.
- 1.17. "Daily Limit" means the maximum amount or the maximum number of times which the Cardholder shall be permitted to perform transactions on purchase of goods or services and/or cash advance by the utilization of the Card within a day.
- 1.18. "Term of Card" means the term of the utilization of the Card which is embossed in the Card.
- 1.19. "Statement" means a detailed record of Card Transactions, reimbursement, repayment, payment of interest and arising fees relating to the Cardholder's utilization of the Card for a given period as assigned by IVB. The Statement shall be made and furnished to the Cardholder each month as a basis of payment.
- 1.20. "Ending Debt Balance" means the payable amount owing by the Cardholder including transactions' value, fees and interests relating to the utilization of the Card indicated in the monthly Statements of the Cardholder.
- 1.21. "Minimum Payment" means the minimum payable amount owing by the Cardholder to IVB for each Statement Period.
- 1.22. "Statement Period" means the period beginning on the date of a monthly Statement and ending on the date of the next monthly Statement.
- 1.23. "Day" means a calendar day. "Business Day" means any day, except Saturday, Sunday and any legal holiday in Vietnam.
- 1.24. "Transaction Date" means the date of the Card Transaction/ interests or fees arising out of the Card Transaction of the Cardholder.
- 1.25. "Transaction Processing Date" means the date on which the Card Transaction is processed/ updated by the card management system of a ICO and/or IVB.
- 1.26. "Payment Due Date" means the last day on which the payment of ending debt balance in a Statement Period owing by the Cardholder to IVB is considered as on time. The payment expiration date is the date falling 15 days from the date of the Statement. If any such date is not a Business Day, the Payment Due Date which would otherwise fall on that day will fall on the next succeeding Business Day.

## **Article 2: Securities**

- 2.1. For debt recovery, IVB shall be entitled to enforce any existing security. The changes of any security shall not have effect on the others. The release/change of any security, Secured Asset of any securing party (including the Cardholder, the Mortgagor / the Pledgor, the Guarantor) shall not have effect on the rights and obligations of other securing parties. IVB shall be entitled to decide the order of enforcement of security for debt recovery.
- 2.2. In case the issuance of the Card by IVB is guaranteed by fidelity guarantees, the Cardholder undertakes that:
  - 2.2.1. The Cardholder shall make collateral securities as required by IVB at any time they are considered as necessary by IVB.
  - 2.2.2. The Cardholder shall make prepayment to IVB in case of failure to grant collateral securities as required by IVB.
  - 2.2.3. In case of debt recovery, IVB shall be entitled to enforce any asset duly owed by the Cardholder for debt recovery.
  - 2.2.4. In case the Cardholder fails to perform any undertaking to IVB, the Cardholder shall pledge or mortgage the Cardholder's assets to IVB. Such pledge or mortgage shall be considered as in effect as of the occurrence of the Cardholder's failure and IVB shall have the right to enforce such pledge or mortgage for debt recovery.
- 2.3. The release of securities or release of deposit balance shall be subject to the satisfaction of the following conditions:
  - 2.3.1. It is performed 45 days after the termination of the utilization of the Card; and
  - 2.3.2. All claims (if any) relating to the utilization of the Card have been settled; and
  - 2.3.3. The Cardholder has fulfilled all obligations in relation to the utilization of the Card to IVB.

## **Article 3: Credit Limit**

- 3.1. The Credit Limit is assigned by the issuance of the Card to the Cardholder, applied to perform transactions on purchase of goods, services and cash advance. The Credit Limit is assigned by IVB and independent on the Secured Assets' value. The term of the Credit Limit is the Term of Card.
- 3.2. IVB reserves its right (but not obligation) to vary, terminate the Credit Limit assigned to the Cardholder or consent on any Card Transaction exceeding the Credit Limit according to its assessment on its credit risk or credit risk of the Cardholder or the third party without any prior notice to the Cardholder and the Cardholder shall bear all responsibilities for any of the Cardholder's transaction in compliance with these Terms and Conditions.
- 3.3. In all cases, IVB may accept or reject the transactions performed by the Cardholder without considering the Credit Limit assigned to the Cardholder in order to ensure legal rights and interests of IVB and the Cardholder.

## **Article 4: Transactions, fees, interests, exchange rate and method of calculation of interests, fees:**

- 4.1. IVB shall be entitled to debit into the Card Account the following amount:

- 4.1.1. Any Card Transaction performed by the Cardholder or any other person authorized by the Cardholder or as a result of disclosure of the card number or PIN by the Cardholder or lost Card or other cases arising out of the Cardholder's utilization of the Card;
  - 4.1.2. Interests, fees are under the applicable Tariff of interest rates and fees on services issued by IVB from time to time.
- 4.2. The exchange rate which is applied to convert any Card Transaction in a foreign currency into VND at the time the Card Transaction is debited to the Card Account shall be the exchange rate applied by the ICO.
- 4.3. All Card Transactions' value, fees, interests outstanding in a period shall be compounded to the beginning debt balance in the succeeding period. IVB reserves its rights to debit to the Card Account notwithstanding whether the existing debt balance exceeds the Credit Limit.
- 4.4. The interest rates, fees and method of calculation of interests and fees are stipulated in the Tariff of interest rates and fees on services issued by IVB from time to time. The Tariff of interest rates and fees on services shall be an integral part hereof. IVB shall be entitled to vary the Tariff of interest rates and fees on services during the Cardholder's utilization of the Card and give notice to the Cardholder by methods as stipulated in Article 13 hereof. The time such changes come into effect shall be indicated in the notice.

#### **Article 5: Card security**

- 5.1. The Cardholder agrees that the Card and the PIN may be sent by post mail or third party. Upon the receipt of the Card, the Cardholder shall endorse the document attached thereto and return the same to IVB and immediately contact the Customer Care Department of IVB at the phone number (84.08) 383421048 for activating the Card.
- 5.2. The Cardholder is obligated to give a written notice to IVB immediately upon any change of the occupation, office address, address or any other contact information of the Cardholder.
- 5.3. The Cardholder is responsible for Card security, information of the Card and the PIN of the Cardholder. Therefore, the Cardholder shall not transfer or assign the Card to other persons or disclose or reveal the Cardholder's PIN.
- 5.4. The Cardholder is responsible for the use of all Credit Card utilities assigned by IVB to the Card or to all Card Transactions performed by the Cardholder (whether voluntary or involuntary) and all relevant fees.
- 5.5. In case the Cardholder suspects the Card is stolen, lost or the PIN is disclosed, the Cardholder must immediately notify the Customer Care Department of IVB at the phone number (84.08) 383421048. After giving such notice, the Cardholder shall:
  - 5.5.1. immediately notify IVB via the phone and give written affirmation of such notice within 2 Business Days;
  - 5.5.2. furnish information of the time, the place at which the Card is lost, the last transactions and other information as required by IVB.
- 5.6. The Cardholder shall be responsible for any damage and indemnify IVB or any other third party (if any) for any damage arising out of the Card Transactions in the following cases:
  - 5.6.1. The Cardholder manages or uses the Card or the PIN in fraud or negligence, including that the Cardholder allow the Card or the PIN to be used by any other person;

- 5.6.2. The Cardholder fails to immediately notify IVB of the lost Card under Article 5.5 above;
- 5.6.3. The Card has been used prior to IVB's written affirmation of settlement of the notice on lost Card furnished by the Cardholder to IVB.
- 5.7. In case the Card is lost or the PIN is disclosed, the Cardholder shall notify and furnish an application for re-issuance of the Card (if any) in writing to IVB. IVB shall consider and make decision on re-issuance of the Card. The Cardholder shall pay fees on lost Card and re-issuance of the Card in compliance with IVB's regulations upon the re-issuance of the Card. In case the lost Card or the disclosed PIN which has been notified to IVB is retrieved or recovered by the Cardholder, the Cardholder shall immediately cut it in half and return it to IVB without using it.
- 5.8. In the event that the Card is hold by an ATM / a Merchant of other banks, the Cardholder shall apply for re-issuance of the Card and change of the PIN.

## **Article 6. Statement**

- 6.1. The Cardholder shall be furnished a Statement each month, indicating the Card Transactions, fees, accrued interests in the preceding Statement Period, adjustments (if any), total debt balance, paid amount, beginning debt balance, ending debt balance, Minimum Payment, the date of Minimum Payment and other information.
- 6.2. The Statements shall be made on the 20<sup>th</sup> day of months (to Visa Credit Card) and sent automatically to customers via email or post mail at the address as provided by the customers. If IVB does not receive any written notice from the Cardholder within seven (07) Days from the date of the Statement, the Cardholder shall be considered as receipt the Statement.
- 6.3. The Statement shall be the evidence proving that the Card Transactions, fees, interests (if any) and debit amounts and credit amounts indicated in the Statement are true and effective, and the Cardholder agrees to pay for such transactions, fees, interests within the period as stipulated in the Statement. In case IVB receives any claim of the Cardholder within forty five (45) days from the date the transaction is debited, IVB shall settle such claim in accordance with Article 10.1 below except as any claim of the Cardholder delivered to IVB after the date falling 30 days from the date of the Cardholder's receipt of the Statement.

## **Article 7. Payment**

- 7.1. The Cardholder shall pay the debt balance in the amount at least equal to the Minimum Payment indicated in the Statement on its due date.
- 7.2. The Cardholder may pay such amount in cash, by remitting funds or by debiting to the Payment Account. A payment in cash or by remitting funds shall only be considered as valid as of the time IVB receives credit advice at the actual credited amount. If a payment is made after 16:00 (on Monday to Friday) then it shall be deemed to be made on the next Business Day.
- 7.3. The Cardholder may authorize IVB to automatically debit to the Cardholder's flexible deposit payment accounts opened at IVB by signing up to use the automatic payment service in order to pay the Credit Card debt balance. In the event that on the Payment Due Date, the balance of the Cardholder's deposit payment account is not sufficient to pay the debt balance, the designation of automatic payment shall be invalid and the Cardholder shall be responsible to pay overdue interests, late charges (if any). Concurrently, after the Payment Due Date, if the Cardholder desires to pay the debt balance by any method, the Cardholder shall give a prior notice to IVB. IVB shall have the right (but not obligation) to debit to the Cardholder's deposit payment account(s) for payment of the remaining debt balance.

- 7.4. In case the request on payment of the debt balance has been completely processed and updated by IVB, any request on cancellation of payment order/ automatic debit submitted by the Cardholder (if any) shall not be accepted.
- 7.5. Payment of debt balance shall be made in following order: (i) management fees/ Card issuance fees/ annual fees; (ii) late charges, interests, cash withdrawal fee and other service fees; (iii) cash withdrawal transactions; (iv) transactions on purchase of goods and services; or in any order deemed to be appropriate by IVB without consulting with the Cardholder.
- 7.6. In case the Credit Limit is exceeded as a result of a request to reduce the Credit Limit submitted by IVB or the Cardholder, the Cardholder shall be responsible to pay immediately the debt balance exceeding the Credit Limit and prepay transactions of the Cardholder which have not yet debited to the Card Account. The Cardholder shall be responsible to pay interests, fees arising out of the exceeding Credit Limit.
- 7.7. In case the Cardholder discontinues using the Card as a result of the expiration of the Card and/or otherwise, the Cardholder shall continue to perform payment obligations in compliance herewith, with the amendments, supplementations hereof, the Statements, other covenants and documents attached hereto and thereto (if any) until the fulfillment of obligations to pay the debt balance, interests, fees, penalties and other charges not subject to the Term of Card.
- 7.8. In case the Cardholder's claim submitted to IVB within the period as set out in Article 6.3 above is in process, the Cardholder shall be obligated to pay all transactions (**whether claimed or not**), **fees and interests arising in accordance with the monthly Statements**. Upon the settlement of such claim, IVB shall adjust the claimed transactions in compliance with IVB's regulations, the laws of Vietnam, the international practices, regulations of the International Card Organizations and relevant interests and fees (if any).

#### **Article 8: Overdue debt conversion, overdue interest calculation and treatments for breaches:**

In case the Cardholder fails to fulfill the corresponding Minimum Payment at the end of the Payment Due Date and has not obtained IVB's approval on payment reschedule, IVB shall be entitled to lock the Card and converse all debt balance to overdue debt in accordance with the applicable regulations of IVB and the State Bank of Vietnam without prior notice to the Cardholder; to the Card secured by collateral securities, IVB shall enforce the securities in accordance with the laws and its regulations for debt recovery.

#### **Article 9: Replacement, auto renewal and termination of utilization of Card**

- 9.1. In case the Card is lost or stolen or the Cardholder desires to replace the Card, the Cardholder may submit a request on replacement of the Card to IVB and shall pay fees on replacement or reissuance of the Card to IVB.
- 9.2. Before the expiry date of the card, IVB will review the card's history of use, payment, and other financial factors to perform the auto renewal of the Card. IVB will notify the Cardholder about the extension and with the Cardholder's consent, IVB may request the Cardholder to take specific steps in case the Cardholder fails to meet IVB requirements for auto renewal;

If the Cardholder is eligible to extend the Card automatically, and the Cardholder agrees to continue using the Card, IVB will automatically renew the Card and issue a new Card to the Cardholder without request for providing the required document;

If the Cardholder is not eligible for the extension of the Card and wish to continue using the Card, the Cardholder should directly come to IVB filling out the "Card Renewal Request" before the expiration date of the Card; IVB will process the request and respond to Cardholder within 5 working days.

- 9.3. In case of termination of the utilization of the Card as per request of IVB, the Cardholder or the competent authorities or the Cardholder's failure to register for renewal of the Term of Card upon the expiration of the Card, the total debt balance on the Card Account shall immediately become due and the Cardholder shall be responsible to pay all arising expenses until the fulfillment of such amount. Upon the termination of the utilization of the Card, the Cardholder shall return the Card which has been cut in half, perforated into Chip and magnetic tape (in case of return by post mail to IVB) and terminate the utilization of the Card for payment of goods and services including transactions via internet, phone or mail, otherwise, the Cardholder shall be responsible to fulfill payment of such transactions performed after the termination of the Card. In case the Cardholder fails to return the Card to IVB, the Cardholder shall bear fees on lost or stolen Card under IVB's regulations.
- 9.4. IVB shall be entitled to lock the Card / the Card Account / terminate the utilization of the Card prior to the expiration of the Card without prior notice to the Cardholder in the following cases:
- 9.4.1. the transactions are considered as unusual by IVB to secure the Card Account of the Cardholder;
  - 9.4.2. the maintenance of Credit Limit assigned to the Cardholder, at IVB's consideration, may cause IVB's violation of the laws or regulations of the State Bank of Vietnam.
  - 9.4.3. the Cardholder and/or the securing party (if any) breaches IVB's regulations on issuance, payment, utilization and providing of card operation support services, the Regulations on Lending of the State Bank; the Cardholder and/or the securing party is involved in legal proceedings that at IVB's consideration might have an effect on most of assets of the Cardholder and/or the securing party / the Cardholder and/or the securing party breaches these Terms and Conditions, security agreements or any other agreement, covenant or undertaking to IVB;
  - 9.4.4. the Cardholder and/or the securing party provides untrue information, including information provided before the Credit Limit is assigned;
  - 9.4.5. the Cardholder or the securing party dies without leaving a heir accepted by IVB;
  - 9.4.6. the changes of exchange rates or other prices causes the Credit Limit to exceed the value of Secured Assets / secured obligations in case the Credit Limit is in a currency other than that in which the value of Secured Assets / secured obligations is determined.
  - 9.4.7. the Cardholder and/or the securing party is missing, has lost the capacity for acts or has the capacity for acts restricted or is criminal initiated / prosecuted / adjudicated; the institutional securing party is dissolved, bankrupt, has its license revoked, falls in termination of its operation, division, merg, consolidation, conversion, equitization, changes of ownership, there is consecutive decrease or significant decrease in its financial criteria; the legal representative or the manager of the institutional securing party is criminally initiated / prosecuted / adjudicated;
  - 9.4.8. upon the securing party's request unless the Cardholder grants additional securities approved by IVB;
  - 9.4.9. upon requests, judgements, decisions or instructions of the competent authorities, under the laws or regulations of the International Card Organizations;
  - 9.4.10. other risks, at IVB's consideration, might affect the capabilities of debt payment of the Cardholder;
  - 9.4.11. the Primary Cardholder submits request on termination of the Supplementary Cardholder's utilization of the Card;

- 9.5. The termination of the utilization of the Card shall not affect the validity of these Terms and Conditions and the provisions herein shall be binding upon the parties.

## **Article 10: Rights and obligations of Cardholder**

- 10.1. The Cardholder shall have the right to:

- 10.1.1. use the Card for payment of goods, services at any Merchant or cash withdrawal at any Merchant or ATM;
- 10.1.2. request IVB to perform any service provided by it in relation to the utilization of the Card;
- 10.1.3. be furnished with monthly Statement or provided with irregular information in relation to the Card Transactions and balance, limits relating to the utilization of the Card under IVB's regulations;
- 10.1.4. submit claims or requests for tracing to IVB within 45 (fourty five) days from the date a Card Transaction is debited in case such Card Transaction indicated in the Statement is mistaken or may be mistaken. Upon the expiration of such period, IVB shall be entitled to reject claims of the Cardholder;
- 10.1.5. request IVB to automatically debit to the Cardholder's deposit account / Card Account opened at IVB for payment of debt balance indicated in the Statements;
- 10.1.6. submit written request to IVB on the replacement of the Card (in case the Card is lost, stolen or damaged or the Card's information is disclosed...), renewal of the Term of Card or termination of the utilization of the Card. The replacement or renewal of the Term of Card shall not have any effect on the Cardholder's obligations and responsibilities hereunder;
- 10.1.7. take legal actions against IVB in case of IVB breaches these Terms and Conditions in accordance with the law.

- 10.2. The Cardholder shall have the obligation to:

- 10.2.1. not perform any transaction violating the laws, regulations of IVB, ICO and the jurisdiction in which the transaction is performed. The Cardholder undertakes to bear all responsibilities for these illegal transactions;
- 10.2.2. provide sufficiently and accurately necessary information and documents as required by IVB upon the Cardholder's request on issuance of the Card and during the utilization of the Card, be responsible for the accuracy of the provided information, documents;
- 10.2.3. bear all financial damages arising out of the Chip Card Transactions which are considered as unauthorized by the Cardholder;
- 10.2.4. pay IVB any Card Transaction performed by Cardholder's Card even in case the Cardholder does not endorse the invoices;
- 10.2.5. pay the debt balance on time to IVB;
- 10.2.6. promptly notify IVB any change of the income used for payment of debt of the Cardholder and/or the securing party, any dispute arising which might have effect on capabilities of debt payment, conditions of the Secured Assets, any change of the liaison address / residence address / workplace, the credit information of the Cardholder at IVB and other credit institutions and be responsible for any damages as a result of failure on giving such notice;



- 10.2.7. if there are more than one Cardholder and/or securing party, all of them shall be jointly responsible for performance of obligations undertaken to IVB hereunder, and other covenants, documents attached hereto and thereto (if any);
- 10.2.8. in case the Cardholder registers to use the Card for transactions performed via the internet, mail, phone or any transaction without card present, the Cardholder shall bear any risk (if any) arising in relation to such transactions;
- 10.2.9. give IVB consent and authorization to perform the escrow and automatically debit to the deposit accounts of all types opened at IVB or receive directly the income paid by the Cardholder's employer for debt recovery in case of breaches hereof by the Cardholder;
- 10.2.10. be responsible for the receipt of goods / services and the qualities of goods / services purchased with the Card, settlement of disputes with the Merchants;
- 10.2.11. use the Card and comply with agreements hereunder, under the amendments, supplementations hereof, security agreements, and other covenants, documents attached hereto and thereto (if any).

## **Article 11: Rights and obligations of IVB**

- 11.1. IVB shall have the right to
  - 11.1.1. be exempt from responsibilities in case of failure of machines, data processing, telecommunication, natural disaster or any other events which are out of control of IVB or as a result of fraud, unauthorisation;
  - 11.1.2. be exempt from responsibilities in case of forging or substandard delivery, quality of goods or services which are purchased with the Card. In addition, IVB shall be entitled to debit to the Card Account the value of Card Transactions notwithstanding whether or not the goods, services are delivered or performed;
  - 11.1.3. request the Cardholder to pay Card Transactions and relevant interests, fees in a period no later than the Payment Due Date;
  - 11.1.4. in case the Cardholder fails to make prompt payment to IVB in compliance with the regulations, IVB shall be entitled to recover the debt by enforcing securities or requesting the guarantor's payment or requesting the employer or managing organization of the Cardholder to deducts the Cardholder's income or enforcing any other assets of the Cardholder without the Cardholder's consent which is endorsed by the Cardholder's signature or seal. In case IVB recovers the debt by debiting to the deposit accounts or passbooks of the Cardholder, such accounts or passbooks shall be deemed as flexible. IVB shall be exempt from responsibilities for the change of deposit term of the Cardholder;
  - 11.1.5. be exempt from responsibilities in case the Card is not protected or the PIN is disclosed or the Card is stolen as a result of the Cardholder's negligence;
  - 11.1.6. be exempt from responsibilities for risks arising out of or in relation to the Cardholder's payment for goods, services on the internet with Card;
  - 11.1.7. reject any claim of the Cardholder on any Card Transaction less than 10USD or equivalent at all types of Merchants, or less than 25USD or equivalent at travel and entertainment Merchants (T&E- Travel and Entertainment) in accordance with the Visa ICO's regulations (i.e. aviation, ships, trains...);

- 11.1.8. be provided with information of the Cardholder and the Cardholder's transactions, lock the Card or terminate the utilization of the Card of the Cardholder upon requests of the competent authorities without any notice to the Cardholder;
- 11.1.9. in case IVB identifies any unusual or strange Card Transaction, it may request the Cardholder to contact it and / or suspend wholly or partially the utilization of the Credit Card until it has verified such performances;
- 11.1.10. take legal actions against the Cardholder and/or the securing party in accordance with the laws upon the breaches of undertaken obligations by the Cardholder and/or the securing party;
- 11.1.11. in case there are more than one Cardholder and/or securing party, IVB shall be entitled to request one, some or all of them to perform the obligations undertaken to IVB hereunder, under the amendments, supplementations hereof, proposals and other covenants, documents attached hereto and thereto (if any).

**11.2. IVB shall have the obligation to:**

- 11.2.1. settle or respond to claims, requests for tracing of the Cardholder relating to the utilization of the Card in compliance with the ICO's regulations;
- 11.2.2. provide the Cardholder with information of interest rates, payable fees and other changes in relation to the utilization of the Card of the Cardholder;
- 11.2.3. duly perform the agreements hereunder, under amendments, supplementations hereof, security agreements and other covenants, documents attached hereto and thereto (if any);
- 11.2.4. be exempt from responsibilities for any dispute or claim on preferential services provided to the Cardholder by third parties.

**Article 12: Relationship between Primary Cardholder and Supplementary Cardholder:**

- 12.1. The Primary Cardholder may request for issuance of up to two (02) Supplementary Cards to the parties authorized by the Primary Cardholder.
- 12.2. The Credit Limit shall only be assigned to the Primary Cardholder. The Primary Cardholder and the Supplementary Cardholder(s) shall jointly use one Card Account with the Credit Limit as assigned to the Primary Cardholder. The primary and supplementary card transactions shall be indicated in one Statement and furnished to the Primary Cardholder for payment.
- 12.3. In case a company authorizes a person to use its Card or the Card is issued under a guarantee granted by a company, supplementary card shall not be issued. Concurrently, the company shall be responsible to pay all debt balance of the person authorized or guaranteed to use the Card.
- 12.4. The Primary Cardholder shall be responsible for any primary or supplementary card transaction. In case the Primary Cardholder dies, is missing, has lost the capacity for civil acts or has the capacity for civil acts restricted, the Supplementary Cardholder and the legal heirs of the Primary Cardholder shall be responsible to pay all debt balance arising out the utilization of the primary and supplementary card.
- 12.5. The Primary Cardholder shall be entitled to submit written request to IVB on termination of the utilization of the supplementary card(s) without the consent of the Supplementary Cardholder(s). In case of termination of the utilization of the primary card, the utilization of the supplementary card(s) shall also be terminated. The Supplementary Cardholder agrees that the Primary Cardholder shall, on the Supplementary Cardholder's behalf, execute the Request on issuance of International Credit Card

which is also deemed as an agreement and other relevant documents attached thereto, give notice on lost Card, register for renewal of the Term of Card, acquire the Card, PIN and activate the Card of the Supplementary Cardholder.

- 12.6. The Primary Cardholder and Supplementary Cardholder(s) shall be jointly and severally responsible for implementation of provisions hereunder. The invalidity, unenforceability or waive of the Primary Cardholder's obligations shall not have effect on the Supplementary Cardholder(s)'s obligations and vice versa.

### **Article 13: Notices**

- 13.1. The Cardholder undertakes that the place of residence indicated in the Request on issuance of International Credit Card or the security agreements is the current legal place of residence of the Cardholder to which IVB shall deliver all documents, instruments relating to the transactions during the performance hereof and the competent authorities shall deliver written invitations, notices, serve, publish a notice in order to request the Cardholder to perform the Cardholder's obligations to IVB. The Cardholder shall notify IVB any changes of the permanent address, temporary address, liaison address or place of residence. IVB shall not be responsible for damages as a result of the Cardholder's failure on such notices.
- 13.2. IVB shall be entitled to furnish information to the Cardholder by its website or via messages, email, phone to the cell phone number, home phone number as indicated by the Cardholder.
- 13.3. All documents, instruments relating to the transactions shall be deemed to be receipt by the Cardholder:
- 13.3.1. within 03 (three) days from sending (date of postmark), by post mail; or
  - 13.3.2. on sending date, by fax; or
  - 13.3.3. on receiving date, by automatic messages, emails, direct phone calls; or
  - 13.3.4. on the publishing date, by IVB's official website; or
  - 13.3.5. on the publishing date by IVB, by other methods.
- 13.4. Any notice, confirmation, request, requirement furnished by the Cardholder to IVB and/or relevant third parties shall be in writing, signed by the Cardholder, delivered to IVB and confirmed by IVB on receipt. However, IVB shall have the right (but not obligation) to accept and implement such requests furnished via fax, phone or email which is believed by IVB to be furnished by or on behalf of the Cardholder notwithstanding such requests or notices might not furnished by or on behalf of the Cardholder.

### **Article 14: Governing Law and Forum**

- 14.1. These Terms and Conditions shall be governed by the laws of Vietnam and regulations on issuance and utilization of international credit card.
- 14.2. Any dispute arising out of or in relation to these Terms and Conditions shall be settled by negotiation between the parties. In case the parties fail to reach an agreement, the dispute shall be settled by the competent court in Vietnam.
- 14.3. In case any terms or conditions herein or each part thereof is invalid, illegal or unenforceable under the jurisdiction to any extent permitted by the laws; the validity, legality and enforceability of the remaining terms and conditions herein shall not in any way to be affected or impaired to that extent and/or to any other extent.

- 14.4. No failure of delay by IVB in exercising its rights and performing its obligations hereunder shall be deemed as waiver thereof except as otherwise noticed in writing by IVB.
- 14.5. In case the Cardholder and/or the securing party fails to give notices on the changes of the permanence address, temporary address, place of residence in accordance with Article 13 hereof and/or deletion of permanent residence registration and/or going on board for more than six (06) months without notice on new address, place of residence; the Cardholder and/or the securing party shall be deemed as hiding the address to evade the payment obligations. In this case, the place of residence indicated herein, in security agreements shall be deemed as their last place of residence; IVB shall be entitled to request the court to hear the case in their absence; the Cardholder and/or the securing party shall agree that the case may be heard in their absence, notwithstanding there is not their testimony.

#### **Article 15: Languages**

- 15.1. The main language used herein, in the Request on issuance of International Credit Card and relevant documents, instruments among IVB and the Cardholder, the securing party is Vietnamese.
- 15.2. In case of involving foreign elements, the parties may use common foreign language together with Vietnamese. In the event of discrepancy between the two versions, the Vietnamese version shall prevail.

#### **Article 16: Miscellaneous**

- 16.1. These Terms and Conditions and documents attached hereto (if any) are integral parts of the “Request on issuance of International Credit Card” and shall be in effect from the signing date to the termination of the utilization of the Card (upon the expiration of the Card without renewal of the Term of Card or requests of the Bank / the Cardholder / the competent authorities) and fulfillment of all payment obligations owing by the Cardholder to IVB. Upon the execution of the “Request on issuance of International Credit Card”, The Cardholder and IVB verify that they have read, understand and undertake to duly perform these Terms and Conditions, other regulations of IVB and the applicable laws of Vietnam.
- 16.2. The Cardholder agrees that the bank, the Cardholder’s company or any other organization or individual shall be entitled to provide information of the Cardholder as per IVB’s requests at any time without the Cardholder’s consent.
- 16.3. Any notice (if any) on changes of any term or condition herein furnished by IVB to the Cardholder in accordance with Article 13 hereof shall be an integral part hereof.
- 16.4. In case the Cardholder and/or the securing party fails to perform or duly perform the payment obligations, in addition to debt recovery measures as specified herein or in accordance with the laws, IVB shall be entitled to publish, provide information on such failure to third parties, including mass media, organizations, individuals relating to the Cardholder, the securing party.
- 16.5. Issues which are not specified herein shall be governed by the laws of Vietnam, other rules and regulations of IVB and agreements, covenants between the Cardholder and IVB.

*For detailed advice, please contact:*

**(084) 28 39421048 or (084) 1900588879**