

We would like to express our sincere thanks to our distinguished customer for opening and using of IVB Premium card.

It is very important for you to read this Terms and Conditions when you register for usage of the Premium card service provided by IVB. You hereby agreed that once you have registered to use the service at IVB, then you have read, understood and legally bound by this agreement.

**Article 1: Scope of application:**

The contents of the Terms & Conditions for issuance and usage of Premium domestic debit card together with the application for local debit card cum agreement (individual) forming the contract for issuance and usage of Premium Domestic Debit Card of IVB (hereafter referred to as contracts).

This Terms & Conditions of Issuance and Usage of Premium Card applies to individual cardholders issuing and using Premium Domestic Debit Card at IVB.

**Article 2: Explanation of words:**

The terms used in this Terms and Conditions are understood as follows:

- 2.1. "Bank": means INDOVINA LIMITED (IVB) which organizes and implements card issuance and payment, including head office, branches, transaction offices and affiliated business units.
- 2.2. "SBV": The State Bank is the central bank of the Socialist Republic of Vietnam and an agency of the Government performing the functions of state management of currency and banking activities, as a money issue bank, bank of credit institutions, bank do currency services for the government.
- 2.3. "Cardholder": means an individual issued a card by the Bank for use, named on the card. Cardholder includes both Primary Cardholder and Supplementary Cardholder. Primary Cardholder is the owner of the personal account which is opened at the bank, signs the contract of issuance and card usage of the Bank and holds the last responsibility for the Bank. The Supplementary cardholder is an individual who is authorized by the Primary cardholder to use the Card and the Primary Cardholder undertakes in writing to perform all obligations arising out of the use of the Card under the contract.
- 2.4. "Card Issuing Organization" ("CIO"): means a credit institution, a foreign bank branch that is issued cards in accordance with current law and international card organizations.
- 2.5. "Card Payment Organization" ("CPO"): means a credit institution or foreign bank branch that is authorized to make card payments in accordance with current laws and international card organizations.
- 2.6. "Card Accepting Unit" (Merchants): Organizations and individuals that accept payment for goods and services by card under card payment contract signed with CPO, provides services of top up, cash advance through cards.
- 2.7. "Automatic Teller Machine" (ATM) is an automatic teller machine where the Cardholder can use the card to send, top up, withdraw cash, transfer money, pay bills, service, inquiry account, change PIN, inquiry card information or other services provided by the Bank.
- 2.8. "Debit Card" means is a card that allows cardholders to make card transactions within the amount and overdraft limit (if any) on the cardholder's current account opened at the bank.

- 2.9. "Premium Domestic Debit Card": is a debit card issued by IVB, which allows cardholders to make card transactions within the territory of Vietnam.
- 2.10. "Contactless Card": a card that uses contactless communication between the Card and the card accepting device to make card transactions.
- 2.11. "Card accepting device at point of sale": include Point of Sale (POS), Mobile Point of Sale (mPOS) and other card acceptance devices are card readers, terminals installed and used at merchants where cardholders can use the card to pay for goods, services. POS can be installed at branches and transaction offices of CPO to provide cash to cardholders under the agreement between CPO and CIO.
- 2.12. "Account": is a current account of the cardholder opened at the bank to be issued PREMIUM card and to serve for card transactions of the Cardholder.
- 2.13. "Customer Service 24/7": IVB's customer care center, operating 7 days a week and 24 hours a day.
- 2.14. "Personal Identification Number" (PIN) is a security code issued by the Bank to a Cardholder for the first time and then changed by the Cardholder in accordance with the Bank procedure defined for use in Card transactions.
- 2.15. "Card transaction" means a transaction made by card (deposit, top up, cash withdrawal, fund transfer, payment for goods and services), and using other services at Merchants, ATMs, on internet and / or other commerce channels as regulated by the Bank.
- 2.16. "Transaction receipt": is a document confirming the Card transaction performed by the Cardholder at the Merchant. The transaction receipt is regarded valid when information on the transaction receipt matches with ones personalized on the card
- 2.17. "International card organization" (ICO) is an organization established, operated in a foreign country in accordance with the provisions of the law of foreign countries, having agreements with CIO, CPO and other related parties for cooperation of card issuance and payment with code of issuance organization issued by ICO, in accordance with the provisions of Vietnamese law and international commitments.
- 2.18. "Transaction Day": is the date on which the Cardholder makes Card Transaction/ incur transaction fees because of Card transaction of Cardholder.
- 2.19. "Transaction implementation Date" is the date on which the Card Transaction is processed / updated by the card management system of ICO and / or IVB.
- 2.20. "Contract for card issuance and usage" means a written agreement between the Bank and the Cardholder on the issuance and card usage.
- 2.21. "Contract for card payment" means a written agreement between a bank and a Cardholder or with CPO (if any) on delivery of card payment.

### **Article 3: Rights and responsibilities of Cardholder**

#### **3.1. Rights of the Cardholders**

- a. Use Premium Card to make Card transactions.
- b. Require IVB to perform its services which is relating to the card usage.
- c. Require IVB to provide information on account balance, card transaction history and other necessary information related to the Card (including Primary Card and Supplementary Card)
- d. Check and complain against card transactions, terminate Contracts for issuance and cards usage according to the provisions of termination article in the contract.

- e. Fulfill other rights as stipulated in the Contract of issuance and card usage and provisions of law.

### **3.2. Responsibility of the Cardholders**

- a. Provide complete and accurate information required by the Bank when signing the Contract of card issuance and usage and be responsible for the truthfulness of the information that he / she provides.
- b. Come to the Bank by himself/herself for receiving card or authorize the Bank to send the card and notify the PIN by mail or by a third party. If the card is sent by mail or by a third party, the Cardholder needs to sign in the attached form when receiving card, send it to Bank, accept the risk and give no complaints to the Bank.
- c. Individuals who are authorized by the cardholder to use the card of the Bank must maintain the card; keep PIN, other cardholder identification numbers, card information and transaction information in security manner; not to disclose card information; inform and coordinate with the Bank to deal with the occurrence of card loss, investigation request and complaint. Cards are not allowed to be transferable by the Cardholder.
- d. Be fully responsible for all card facilities issued by the Bank for the card or for all Card transactions that made by the Cardholders made (whether voluntary or involuntary) as well as all related fees that might occurred.
- e. Effect payment to the Bank for all expenses related to Card transactions made by Cardholder, even in case that the Cardholder does not sign for confirmation on Transaction receipt.
- f. In case the Cardholder registers to use the Card to conduct transactions via the internet, via email, telephone or using transaction that in the status of No Card Present such as online payment service (E-commerce) or other contactless payment services, Cardholder is fully responsible for any arising risks (if possible) occurred from these transactions.
- g. Responsible for receiving goods / services and the quality of goods / services which is paid via the card; responsible for resolving disputes with Merchants.
- h. Undertake to inform personal identification documents, providing complete, timely, accurate information on any changes that is different from the information registered with the Bank and / or at the request of the Bank to serve the process of card transactions, to verify the data, to settle disputes and complaints related to card transactions.
- i. Give notice by fastest means to the Bank when card is stolen, lost, when PIN code is revealed or in the suspicion of card being exploited by directly contacting to the nearest branches or hotline telephone 1900588879. After that, the cardholder must submit the request (form of the Bank) within 5 working days since the date the Cardholder gave offer to check through the Call Center, so that the Bank might serve at the basis for processing the investigation.
- j. Maintain the minimum balance on the account as regulated by the Bank from time to time, which is posted at the Bank transaction office address or publicized on the Bank's website or notify the Cardholder by means among one of these notification methods in Article 4 of this Terms and Conditions; and at the same time the Cardholder is responsible for full payment of fees related to card transactions according to the Table of Fees for Card Service, stipulated by the Bank from time to time.
- k. Other responsibilities as stipulated in the contract for issuance and card usage and the provisions of law.

## Article 4: Rights and Responsibilities of Bank.

### 4.1. The right of the Bank

- a. The Bank has the right (but not the obligation) to take necessary measures including blocking or refusal of card transactions, temporary locking of accounts and / or to take other measures, in the following circumstances:
  - Card transactions are not made by the Cardholder himself/herself;
  - Due to Anti-money laundering provisions in accordance with the law;
  - At the request of a competent government agency;
  - In suspicion of card fraud or lost;
  - To protect card account and / or to prevent damage to the Bank and / or Cardholder;
  - Card transaction is found to contain having contents in contrary to law or in contrary to the practice of card usage;
  - Cardholder violates any contract, agreement or commitment signed or committed to the Bank;

The Bank will inform the Cardholder immediately after the implementation of these above measures.

- b. Debits from the Cardholder's account corresponding to the value of each Card transaction and any arising fees. Collects fees from cardholder according to the Table of Fee for Card Service, which being posted publicly or published by notice on the Bank's website.
- c. To be exempt from liability in case of counterfeit or poor quality of goods delivery, quality of goods or services paid by card. In addition, IVB is entitled to debit Card accounts for transactions made by the Card; regardless whether the goods or services are delivered.
- d. To be exempt from liability in case of risks relating to the card payment of goods purchase, service via internet of the Cardholder.
- e. Terminate the use of the card if the cardholder violates the "Terms and conditions of issuance and usage of PREMIUM card", using fake cards and / or suspected counterfeit cards.
- f. Exempt in the event of a power malfunction, data processing, telecommunication, disaster or any other incidents that may have resulted out of the Bank's control; the events that proved not to be mistake of the Bank or that is resulted from fraudulent, fake.
- g. Other rights as regulated in the contract of card issuance and usage and provision of law.

### 4.2. Responsibility of the Bank

- a. Comply with regulations on card issuance and payment.
- b. Respect the rights of the Cardholder.
- c. Comply with the law on personal data protection, personal privacy, confidentiality of information related to cardholders, confidentiality of documents, card information, card transactions and account of the owner card, unless required by the competent authority.
- d. Apply two ways of receiving information for checking and complaining from the Cardholder including: via telephone (028) 39421048 or 1900588879 (with sound recording, 24 hours operation, 7 days a week) and via transaction offices of the Bank; in order to ensure the authentication of the information that the Cardholder has provided to the Bank.
- e. Immediately take measures of locking the card after receiving request by the Cardholder due to suspected fraud or loss and take full responsibility for the total amount of money incurred to cardholder, due to the usage of the card after the time card has been locked. At

the same time, the Bank will cooperate with related parties to implement other necessary measures to prevent possible damages since the receipt of the Cardholder's notice of the card being lost, stolen, PIN revealed or suspected of being used.

- f. To be responsible for problem solving of card inquiries and complaints from Cardholder relating to card usage.
- g. Release the card swallowed in the ATM to the Cardholder or authorized individual within 05 working days since the date of receiving the Cardholder's notice.
- h. Other responsibilities as stipulated in the contract of card issuance and card usage and in provision of the law.

#### **Article 5: Currency used in Card transactions and some specific regulations with Premium Domestic Debit Card linked accounts:**

- 5.1. Withdrawals and other transactions using the Premium Domestic Debit Card must be made in Vietnam Dong.
- 5.2. Cardholders are obliged to open a payment account to link with the Card at IVB.
- 5.3. Cardholders are entitled to change the payment account opened at IVB to connect to the card during the use of the card.
- 5.4. IVB has the right to refuse card transactions if the available balance on the Cardholder's Account is insufficient to perform the transaction.
- 5.5. IVB has the right to temporarily lock the Card in case the available balance on the Cardholder's Account is insufficient to pay the annual fee and card account maintenance fee for 12 consecutive months.
- 5.6. IVB has the right to actively cancel the validity of the card including the Primary Card and the Supplementary Card(s) directly connected to the account in the following cases:
  - a. The Account holder has a written request to close the Primary Cardholder's account to IVB.
  - b. All accounts (primary and supplementary) connected to the Card have zero balance over 12 months from the date of the last card transaction.
  - c. IVB has the right to recourse, deduct (debit), temporarily lock the Cardholder's Account for fees, payments, cash withdrawals and incorrect and invalid credits to the Cardholder's Account in connection with the use of the Card.

#### **Article 6: Regulations on fees:**

- 6.1. IVB has the right to collect fees and debit cardholders' card accounts in the following charges:
  - a. New issuance fee: collected upon card issuance.
  - b. Fast issuance fee: collected when cardholder requests a quick card or a quick reissuance/replacement.
  - c. Annual fee: collected on per card on a yearly.
  - d. Card replacement fee due to expiration: collected when the Card expires and the customer needs to replace the card for further use.
  - e. Lost or stolen card replacement fee: collected when the Cardholder notified IVB when the Card is lost or stolen, the cardholder needs to replace the card to continue using it.
  - f. Magnetic to chip card conversion fee: collected when the Cardholder requests to convert the magnetic card to chip card.

- g. Supplementary card issuance fee: collected when the Primary Cardholder requests the issuance of the secondary card
  - h. Cash withdrawal fee: collected when using the Card for cash withdrawal.
  - i. Balance Inquiry fee: collected when using the Card to look up card account balance.
  - j. Mini statement fee: collected when Cardholder uses Card to print statement at ATM
  - k. PIN change fee: collected when cardholders using card currently change PIN at ATM.
  - l. Fund transfer fee: collected when cardholders use the Card to make a transfer money at an ATM.
  - m. PIN reissuance fee: collected when the Cardholder requests the reissuance of the PIN.
  - n. Fees due to false claims: collected when the Cardholder's complaint is deemed incorrect or inaccurate.
  - o. Special service fee: collected when the Cardholder requests the special or additional work that IVB has agreed to perform.
  - p. Other fees as prescribed by IVB in each period.
- 6.2. Details of fees are specified in IVB's fee schedule (Tariff) applicable to the Card and form an integral part of these Terms and Conditions. Cardholders can refer to the current Fee Schedule at IVB's website or at any IVB Branches or Transaction Offices or by calling IVB's 24/7 Customer Service.
- 6.3. When there is any change in fee rate, fee type and method of fee collection, IVB will notify the Cardholder in the manner specified in Article 15 of these Terms and Conditions at least 07 days before the date of the Fee Schedule effective.

#### **Article 7: Card usage limit:**

Cardholder can use the Card within the limit of card usage corresponding to each type of transaction as prescribed, including: cash withdrawal limit, transfer limit, payment limit, daily limit, limit each transaction and other limits prescribed by IVB.

- 7.1. Card usage limit per day: is the maximum amount and/or number of transactions for cash withdrawal/payment for goods/services/transfer... that the Cardholder can use the Card to make transactions in a day.
- 7.2. Limit per transaction: is the maximum amount in a transaction that the Cardholder can use the Card to withdraw cash/pay for goods/services/transfer.
- 7.3. Payment limit: is the total maximum amount that the Cardholder is allowed to use the Card to pay for goods and services.
- 7.4. Transfer Limit: is the total maximum amount that the Cardholder is allowed to use the Card to transfer money.
- 7.5. Cash withdrawal limit: is the total maximum amount that the Cardholder is allowed to use the card to withdraw cash.
- 7.6. Other types of limits as prescribed by IVB from time to time and published on IVB's official website.
- 7.7. The above limits will be determined by IVB from time to time according to different card products and card classes that the Cardholder has registered to use. Customers can also apply for a daily transaction limit when filling out the card issuance request, but this limit must not be larger than the limit specified by IVB for each type of cash withdrawal, transfer or transaction payment for goods and services.

## **Article 8: Scope of card usage:**

- 8.1. Premium domestic debit cardholders are allowed to use the card to make payment transactions for goods at merchants, buy and pay for goods on online shopping websites, withdraw cash, query balances, print copies statement, PIN change, transfer at ATM and other transactions as agreed between IVB and Cardholder.
- 8.2. Supplementary cardholders from full 6 years old to less than 15 years old are not allowed to withdraw cash and can only use it for payment for the right purposes as determined in accordance with the written agreement between IVB and the Primary cardholder.

## **Article 9: Prohibited acts:**

- 9.1. Making, using, transferring and circulating counterfeit cards.
- 9.2. Performing, organizing the performance or creating conditions for others to perform fraudulent or forged card transactions; short payment transactions at merchants.
- 9.3. Stealing, colluding to steal card information, disclosing and providing card information, Cardholders and card transactions in contravention of the law.
- 9.4. Infiltrating or attempting to illegally infiltrate, destroy the program or database of the system of card issuance, payment, card switching, clearing electronic of card transactions.
- 9.5. Use the Card to make transactions for the purposes of money laundering, terrorist financing, fraud, fraud and other illegal acts
- 9.6. Buy, sell, rent, lease the Card or Card information and issue Cards to others.
- 9.7. Other acts as prescribed by law.

## **Article 10: Declining card payment:**

Premium domestic debit card is refused payment in the following cases:

- 10.1. Using the Card to perform transactions is prohibited in accordance with the law and IVB's regulations.
- 10.2. Counterfeit Cards or Cards are used to carry out the acts of money laundering, terrorist financing,... and the prohibited acts specified in Article 9 of this Terms and Conditions.
- 10.3. The card has been previously reported to be stolen or lost by the cardholder to IVB.
- 10.4. Card is expired, card is locked, card is invalidated.
- 10.5. The available balance on the Cardholder's account is insufficient to make the transaction
- 10.6. The Cardholder violates IVB's regulations as set out in the Terms and Conditions for Issuance and Use of Premium Domestic Debit Card signed by the Cardholder and IVB.
- 10.7. Other cases as specified in the Terms and Conditions and the law.

## **Article 11: Cases of temporary locking, seizure or invalidation of the Card:**

IVB will temporarily lock the Card, seize or invalidate the Card in the following cases:

- 11.1. The cardholder shall notify IVB of temporarily locking the card for a certain period of time by one of the contact methods: phone, email, text message, or written form.
- 11.2. Cards that are temporarily locked at the request of the Cardholder will only be re-opened after the temporary locking period in the Cardholder's notice or at the Cardholder's request from time to time and approved by IVB.
- 11.3. The Cardholder violates the regulations on using the Card and managing the Account of IVB or when there is a written decision/request from an authority state agency.

- 11.4. Cardholder has not used the card for 12 consecutive months from the latest transaction date including cash withdrawal transactions at ATM, card transactions on internet banking, mobile banking and other transactions and card is not used to link with E-wallets. The period of temporary locking of the Card shall comply with IVB's regulations promulgated from time to time, and be informed in advance to the Cardholder through the forms specified in Article 15 of these Terms and Conditions.
- 11.5. The card is temporarily locked when it is issued for more than 90 days from the date of card issuance but the cardholder has not yet activated the card.
- 11.6. In case the card is temporarily locked and the cardholder does not contact the bank to unlock it until expiry date, the bank will close the card.
- 11.7. Fake card.
- 11.8. Cards are used for money laundering, terrorist financing, cheat, fraud and other illegal activities.
- 11.9. At the request of an authority State agency as prescribed by law.
- 11.10. Cardholder and/or card information is on the black list of the Ministry of Public Security, the warning list of the State Bank, the prohibited transactions list according to IVB's regulations from time to time.
- 11.11. Cards that generate fraudulent or forged transactions or are suspected of fraud or forgery.
- 11.12. IVB could not recover fund from Cardholder due to insufficient in Cardholder's Account.
- 11.13. Other cases of Card seizure (if any) in accordance with IVB's Regulations and detailed amendments, supplements and instructions from time to time are posted on the IVB's official website, the SBV, the CPO or other written agreements between the Cardholder and IVB.
- 11.14. Other cases as specified in these Terms and Conditions and the law.

#### **Article 12: Measures to ensure safety and security in using the Card:**

- 12.1. Cardholder is responsible for Card management and security of PIN, OTP, Card information, transaction information. The Cardholder may not transfer the Card or give the Card to others to use, must not disclose information on the Card (front, back)/PIN/OTP to anyone, under any circumstances to avoid arising fraudulent transactions.
- 12.2. Cardholder should sign the back of the Card immediately after receiving the Card. When performing transactions at merchants, the Cardholder must sign on the payment invoice similar to the sample signature except for contactless transactions, which do not require the Cardholder's signature.
- 12.3. The Cardholder may not use or allow any person to use the Card and must destroy the Card by shredding the Card or putting it in a cutter immediately after one of the following events occurs: (i) Card is replaced, damaged. broken; (ii) Card is terminated, canceled or terminated in accordance with the provisions of these Terms and Conditions; (iii) The Card has been reported as lost or misplaced but found out by the Cardholder afterwards; (iv) Expiry of validity period (if any) indicated on the Card. The Cardholder will be responsible for any damage or loss suffered by IVB due to the Cardholder's failure to comply with the provisions of these Terms.
- 12.4. The Cardholder is responsible for registering for SMS Banking and Mobile Banking services when issuing the Card to promptly manage Cardholder's card transactions and receive the newest information from IVB.



- 12.5. The Cardholder is responsible for immediately informing IVB about Card transactions that the Cardholder does not perform but still receives messages from IVB or when the Card is stolen, lost, disclosed, incurring unexpected contactless card transactions... by actively locking the Card on IVB's Mobile Banking, Internet Banking or contacting IVB's 24/7 customer service (with recording) to request staff temporarily lock card.
- 12.6. In the event that the Card is disclosed PIN/ Card information /lost/stolen, or an unexpected contactless card transaction occurs that is not caused by IVB's fault, the Cardholder shall be responsible for paying all transactions arising before the time IVB locks the card.
- 12.7. The Cardholder is responsible for the risks (if any) related to transactions on the Internet/mobile applications made by Cardholder's Card, except for the case arising from IVB.

#### **Article 13: Regulations on dispute resolution:**

- 13.1. The primary cardholder is entitled to complain about errors (if any) arising in the process of using his/her Card and the supplementary cardholder(s).
- 13.2. The cardholder is entitled to request a trace or complaint to IVB within 100 days from the transaction date.
- 13.3. When requesting a trace or complaint, the Cardholder needs to fill in and sign the Investigation Request form in accordance with IVB's regulations.
- 13.4. IVB receives cardholder's inquiry and complaint information via the 24/7 Customer Service Hotline (with recording, operating 24 hours a day, 7/7 days a week) and through IVB's branches and transaction offices during working hours.
- 13.5. IVB will temporarily lock the Card when the Cardholder requests to investigate and complain with suspicion of fraud.
- 13.6. Within a maximum of 45 working days from the date IVB receives the Cardholder's first investigation request, IVB will notify the Cardholder about the results of the investigation via email or phone in case of disagreement to refund for the complaint transaction. If IVB agrees to refund the transaction, IVB will directly credit the Cardholder's card account with the transaction fee (if any) within a maximum of 05 working days from the date of notification of the dispute resolution result to the Cardholder according to the regulations of IVB, CPO.
- 13.7. In case the expiration of the time limit for handling the investigation request as agreed in this Agreement, but the cause or fault of which party has not yet been determined, within the next 15 working days, IVB will agree with the cardholder on the plan to handle or temporarily reimburse the cardholder for the loss until the final conclusion of the authority State agency clearly defines the fault and responsibilities of the parties.
- 13.8. In case of having signs of crime, IVB will notify the authority state agency in accordance with the law on criminal proceedings and report to the State Bank (Payment Department, SBV branches of provinces, cities in the locality); at the same time, notify in writing of the processing status of the investigation request to Cardholder.
- 13.9. In case IVB, Cardholder and related parties fail to reach agreement and/or disagree with the processing of the investigation request, the dispute settlement shall comply with the provisions of law.

#### **Article 14: Force majeure circumstances:**

- 14.1. Force majeure includes events such as: natural disasters; war; electrical breakdown; the damage/fault of ATM, POS or any other machinery or equipment to serve the operation of the Card or data processing system or telecommunications/internet system or information

exchange service; at the request of a competent state agency; change of law; other events beyond the control of either party. When a force majeure event occurs, the two parties will suspend the performance under the Contract,

- 14.2. IVB will notify the Cardholder by one of the methods specified in Article 15 and will not incur any liability to the Cardholder or the third party. After termination of the force majeure event, the parties will continue to perform the obligations to provide the services stated in the Contract.

#### **Article 15: Notification**

- 15.1. In the event of any change in the Table of Fees for Card Service and / or any condition of this terms and conditions, the Bank will make publicize available information in one of the following ways: (i) of NH, (ii) mass media; (iii) posting up at the Bank's address; (iv) send information to the Cardholder via post, email, fax, message, registered phone; (v) other methods as agreed by the Cardholder.
- 15.2. All these changes are considered as receipt by the Cardholder:
- Within 03 (three) days since the date of sending (by postmark), if sent by mail; or
  - On sending date if sent by fax; or
  - On receiving date if sent via means of automatic message, email, direct phone.
  - For changes in Table of Fees for Card Service: the time duration from the Bank's notice to the applicable changes in fee is 07 (seven) days and the changes will take effect on the date specified in the notice.
- 15.3. In case the cardholder does not agree with the changes, he/she has the right to terminate the use of the card to the bank. If the Cardholder continues to hold for the card usage, Card transactions incurring after the time of the Bank notice is considered as that the Cardholder accepts the changes of the Table of Fees and / or this Terms and Condition.
- 15.4. Any notice, confirmation, request from the Cardholder to the Bank must be made in writing form, and Cardholder must sign and send to the Bank. However, the Bank may (but is not obliged to) accepts and executes such requests by fax, telephone or email which the Cardholder has registered or notified in writing to the Bank from time to time.
- 15.5. All notifications (if any) of changes to any terms and conditions of this Terms and Conditions will be notified by the Bank to the Cardholder under this Terms and Conditions, and shall become an integral part of this Terms and Conditions.

#### **Article 16: Settlement of disputes**

- 16.1. These Terms and Conditions are governed by the laws of Vietnam.
- 16.2. In the course of implementing this Terms and Conditions, if any dispute arises, the both parties shall reach an agreement within 30 (thirty) working days since the date of arising of the dispute. In case that the dispute between the Cardholder and the Bank cannot be resolved by negotiation, the dispute shall be referred to the competent authority for settlement in accordance with the laws of Vietnam.
- 16.3. In case any one or more of the terms and conditions of this Terms and Conditions or any part of these Terms and Conditions become illegal, invalid or unenforceable under any applicable law in any jurisdiction; it will not affect the legality, validity and enforceability of the remaining terms and conditions of this Terms and Conditions within that jurisdiction and / or any other jurisdiction. .
- 16.4. The failure or delay of exercising the rights and obligations of the Bank under this Terms and Conditions shall not be considered as a waiver of all or part of the rights and

obligations of the Bank, unless the Bank informs in writing of the denial of rights and obligations.

#### **Article 17: Implementing Provisions**

- 17.1. The Cardholder and the Bank confirm that they have read, understood and agree to the above terms and conditions, commit to strictly comply with the conditions and terms stated in these terms and conditions, as well as the current laws of Vietnam.
- 17.2. The contents not being stipulated in this Terms and Conditions will be applied in accordance with the laws of Vietnam as well as the agreement between the Cardholder and the Bank.

*For further information, please do not hesitate to contact:*

***IVB Call Center: (084) 1900588879***