

TERMS AND CONDITIONS OF ISSUANCE AND UTILIZATION OF INTERNATIONAL DEBIT 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 Debit Card with logo of the International Card Organization, issued by IVB. The Card shall allow the Cardholder to perform transactions within a debit 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 debit 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. "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.
- 1.16. "Term of Card" means the term of the utilization of the Card which is embossed in the Card.
- 1.17. "Day" means a calendar day. "Business Day" means any day, except Saturday, Sunday and any legal holiday in Vietnam.
- 1.18. "Transaction Date" means the date of the Card Transaction/ interests or fees arising out of the Card Transaction of the Cardholder.
- 1.19. "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.

Article 2 Transactions, fees, exchange rate and method of calculation of interests, fees

- 2.1. IVB shall be entitled to debit into the Card Account the following amount:
 - 2.1.1. 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;
 - 2.1.2. Fees are under the applicable Tariff of interest rates and fees on services issued by IVB from time to time.
- 2.2. 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.
- 2.3. 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 Debit Limit.

2.4. The fees and method of calculation of interests and fees are stipulated in the Tariff of fees on services issued by IVB from time to time. The Tariff of fees on services shall be an integral part hereof. IVB shall be entitled to vary the Tariff of fees on services during the Cardholder's utilization of the Card and give notice to the Cardholder by methods as stipulated in Article 8 hereof. The time such changes come into effect shall be indicated in the notice.

Article 3 Card security

- 3.1. Upon the receipt of the Card, the Cardholder shall endorse the document attached and immediately contact the Customer Care Department of IVB at the phone number (84.08) 383421048 for activating the Card.
- 3.2. 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.
- 3.3. 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.
- 3.4. The Cardholder is responsible for the use of all Debit 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.
- 3.5. 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:
- 3.5.1. Immediately notify IVB via the phone and give written affirmation of such notice within 2 Business Days;
 - 3.5.2. Furnish information of the time, the place at which the Card is lost, the last transactions and other information as required by IVB.
- 3.6. 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:
- 3.6.1. 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;
 - 3.6.2. The Cardholder fails to immediately notify IVB of the lost Card under Article 3.5 above;
 - 3.6.3. 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.
- 3.7. 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.
- 3.8. In the event that the Card is held by an ATM / a Merchant of other banks, the Cardholder shall apply for re-issuance of the Card and change of the PIN.

Article 4 Replacement, reissuance and termination of utilization of Card

- 4.1. 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.
- 4.2. Prior to the expiration of the Card, IVB shall give a notice to the Cardholder on the expiration of the Card and procedures for registration of renewal of the Term of Card. That the Cardholder fails to perform the procedures for registration of renewal of the Term of Card in accordance with IVB's regulations shall be automatically considered as termination of the utilization of the Card and the Cardholder shall retain the obligations to fulfill all payment owing by the Cardholder to IVB hereunder.
- 4.3. In case of unilateral termination of the utilization of the Card, the Cardholder shall give a written request to IVB. The Cardholder's request on termination of the utilization of the Card shall only be in effect and accepted by IVB upon the fulfillment of debt balance and other obligations and responsibilities of the Cardholder hereunder.
- 4.4. 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 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). 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.
- 4.5. 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:
- 4.5.1. The transactions are considered as unusual by IVB to secure the Card Account of the Cardholder;
 - 4.5.2. The issuance of Debit Card to the Cardholder, at IVB's consideration, may cause IVB's violation of the laws or regulations of the State Bank of Vietnam.
 - 4.5.3. The Cardholder breaches IVB's regulations on issuance, payment, utilization and providing of card operation support services,
 - 4.5.4. The Cardholder breaches these Terms and Conditions, security agreements or any other agreement, covenant or undertaking to IVB;
 - 4.5.5. The Cardholder provides untrue information, including information provided before the issuance of Debit Card;
 - 4.5.6. The Cardholder dies without leaving a heir accepted by IVB;
 - 4.5.7. The Cardholder is missing, has lost the capacity for acts or has the capacity for acts restricted or is criminal initiated / prosecuted / adjudicated.
 - 4.5.8. Upon requests, judgements, decisions or instructions of the competent authorities, under the laws or regulations of the International Card Organizations;
 - 4.5.9. The Primary Cardholder submits request on termination of the Supplementary Cardholder's utilization of the Card;

4.6. 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 5 Rights and obligations of Cardholder

5.1. The Cardholder shall have the right to:

- 5.1. The Cardholder shall have the right to:
 - 5.1.1. Use the Card for payment of goods, services at any Merchant or cash withdrawal at any Merchant or ATM;
 - 5.1.2. Request IVB to perform any service provided by it in relation to the utilization of the Card;
 - 5.1.3. 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;
 - 5.1.4. 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;
 - 5.1.5. Take legal actions against IVB in case of IVB breaches these Terms and Conditions in accordance with the law.

5.2. The Cardholder shall have the obligation to:

- 5.2.1. Not perform any transaction violating the laws, regulations of IVB, ICO and the jurisdiction of the country in which the transaction is performed. The Cardholder undertakes to bear all responsibilities for these illegal transactions;
- 5.2.2. 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;
- 5.2.3. Bear all financial damages arising out of the Chip Card Transactions which are considered as unauthorized by the Cardholder;
- 5.2.4. Pay IVB any Card Transaction performed by Cardholder's Card even in case the Cardholder does not endorse the invoices;
- 5.2.5. Promptly notify IVB any change of the Cardholder
- 5.2.6. 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;
- 5.2.7. Be responsible for the receipt of goods / services and the qualities of goods / services purchased with the Card, settlement of disputes with the Merchants;
- 5.2.8. 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 6 Rights and obligations of IVB

6.1. IVB shall have the right to:

- 6.1. IVB shall have the right to:
 - 6.1.1. 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;
 - 6.1.2. 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;
 - 6.1.3. 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;
 - 6.1.4. 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;
 - 6.1.5. 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...);
 - 6.1.6. 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;
 - 6.1.7. 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 Debit Card until it has verified such performances;
 - 6.1.8. 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;

6.2. IVB shall have the obligation to:

- 6.2.1. 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;
- 6.2.2. Provide the Cardholder with information of interest rates, payable fees and other changes in relation to the utilization of the Card of the Cardholder;
- 6.2.3. Duly perform the agreements hereunder, under amendments, supplementations hereof, security agreements and other covenants, documents attached hereto and thereto (if any);
- 6.2.4. Be exempt from responsibilities for any dispute or claim on preferential services provided to the Cardholder by third parties.

Article 7 : Relationship between Primary Cardholder and Supplementary Cardholder

7.1. The Primary Cardholder may request for issuance of up to two (02) Supplementary Cards to the parties authorized by the Primary Cardholder.

7.2. The Primary Cardholder shall be responsible for any primary or supplementary card transaction.

7.3. 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 "Application for Debit Card cum Agreement" 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.

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

Article 8 Notices

8.1. The Cardholder undertakes that the place of residence indicated in the "Application for Debit Card cum Agreement" 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.

8.2. 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.

8.3. All documents, instruments relating to the transactions shall be deemed to be receipt by the Cardholder:

8.3.1. Within 03 (three) days from sending (date of postmark), by post mail; or

8.3.2. On sending date, by fax; or

8.3.3. On receiving date, by automatic messages, emails, direct phone calls; or

8.3.4. On the publishing date, by IVB's official website; or

8.3.5. On the publishing date by IVB, by other methods.

8.4. 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 be furnished by or on behalf of the Cardholder.

Article 9 Governing Law and Forum

9.1. These Terms and Conditions shall be governed by the laws of Vietnam and regulations on issuance and utilization of international debit card.

9.2. 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.

9.3. 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 be affected or impaired to that extent and/or to any other extent.

9.4. 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.

Article 10 Languages

10.1. The main language used herein, in the "Application for Debit Card cum Agreement" and relevant documents, instruments among IVB and the Cardholder, the securing party is Vietnamese.

10.2. 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 11 Miscellaneous

11.1. These Terms and Conditions and documents attached hereto (if any) are integral parts of the "Application for Debit Card cum Agreement" 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 "Application for Debit Card cum Agreement", 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.

11.2. 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.

11.3. Any notice (if any) on changes of any term or condition herein furnished by IVB to the Cardholder in accordance with Article 8 hereof shall be an integral part hereof.

11.4. 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)028 39421048 or **1900588879**