

FORM 11/00355/2022/QĐ-TTT
TERMS AND CONDITIONS
FOR ISSUANCE AND USE OF VRB CREDIT CARD
(Effective since 15/04/2022 on)

GENERAL AWARENESS

Content of these below Terms and Condition enclosed with Request on VRB credit card issuance (hereinafter referred as “Request”) constitute a Contract of card issuance and usage among VRB and cardholders (hereinafter referred as “Contract”). By signing the Request as an evidence for participating this Contract, cardholders and VRB have already bound themselves to comply with the Terms and Conditions governing the card issuance and usage.

VRB accepts Cardholder to make transactions within the scope of granted credit limit as agreement between the both parties in accordance with Terms and Conditions of the Contract.

Cardholders are responsible for reviewing and read thoroughly the contents of Terms and Conditions before using cards.

Article 1. Definitions

1. **ATM:** is the Automated Teller Machine which cardholder can use their cards to perform some transactions such as: cash deposit, adding, withdrawal; fund transfer; goods and services bill payment, account inquires, PIN change, card transactions inquiries or other services.
2. **VRB** is Vietnam- Russia Joint Venture Bank.
3. **Card Issuing Branch (IB):** is Branches/Transaction Offices of VRB that process card issuing operations.
4. **Statement period** is the period between the two consecutive statement dates.
5. **Card holder** is the individual that VRB issues card to use, including primary and supplementary card holders.
6. **Primary card holder** is the person named in the card registration form, sign card issuance and usage contract with VRB.
7. **Supplementary card holder** is the individual permitted by the primary cardholder to use card and main cardholder commit in writing to obey all obligation arising related to the card usage under the agreement on using card between the primary and supplementary cardholder.
8. **Cash advance spot (CAP):** is unit that card holder can advance cash according to the law and signed contract with the Bank.

9. **Request on card issuance:** is the document filled by cardholder for detail information of cardholder in order to make request on VRB card issuance, in which includes all information of cardholder.

10. **Acquiring Merchant (merchant):** is the organization or individual accepting the payment of goods and services by card under Card acquiring contract signed with bank.

11. **Closing statement balance** is the card account closing outstanding balance till the end of the statement date.

12. **Opening statement balance:** is the closing outstanding balance of the previous statement period.

13. **Minimum payment value** is the minimum amount the Cardholder must repay for VRB in each statement as VRB regulations.

14. **Monthly spending limit** is the maximum outstanding balance that the card holder is allowed to use in each statement period.

15. **Using limit:** is the maximum amount the card holder that allowed to use as prescribed on VRB's regulation correspondent with each card type and transaction type.

16. **Credit limit:** is the total maximum balance of credit card account that cardholder is allowed to use in the validity period of card.

17. **Contract of credit card issuance and usage:** including the Request on VRB credit card issuance, Terms and Conditions for VRB credit card issuance and usage and amended, supplemented documents in each period.

18. **Issuing Bank** is VRB

19. **Acquiring Bank** is the member of Card Organization processing card acquiring operations.

20. **Payment due date** is the last date that card holder must repay all credit outstanding balance or minimum amount in a statement period.

21. **Statement day** is the day that VRB creates statements for primary cardholders.

22. **PIN (Personal Identification Number)** is a personal number to authenticate cardholders when making transactions.

23. **Statement** is the list of arising amount in the statement period (including payment, cash withdrawal and the fee and interest, repayment); closing outstanding balance, minimum payment, payment due date and some other information of card/cardholder. The statement is sent to Cardholder after the statement date of each month as a base for repayment. The method of statement delivery depends on the registration of the customer and VRB provision for each period.

24. **Card account** is the account opened by VRB to manage all spending, cash advance and fees, interest of cardholders.

25. **Individual card** is the card issued for individual.

26. **Credit card (card)** is a card issued by VRB that allows cardholder to make transactions within the credit limit granted as agreement with VRB.

27. **Card organization** are the domestic and abroad associations, card issuing banks and Acquirer Company that VRB is a member or participate in cooperation.

Article 2. Scope and limit of using card

1. Scope of using card

Cards are used to pay for goods and services at merchants, on the Internet/mobile applications and/or perform cash withdrawals, bill payments and/or other transactions in accordance with VRB's regulations at ATMs and/or other transaction channels in accordance with VRB's regulations, in accordance with the provisions of law published by VRB on the official website or other appropriate communication channels in each period.

2. Limit of using card

a) Cardholder can use the Card within the prescribed usage limit, including: withdrawal limit (domestic/overseas), purchase limit for goods and services, online payment limit and other limits specified by VRB in VRB's credit card product documents. Card usage limit is published on VRB's website.

b) In case the customer wishes to change the card's transaction limit, the customer should contact VRB to request the change according to VRB's regulations from time to time.

c) Card limit types will be regulated by VRB from time to time according to each service package and/or card prefix that customers register to use.

Article 3. Rights and responsibilities of card holder

1. Rights of card holder

a) Using card to make payment for goods and services at Merchant outlets and cash advance transactions at valid CAPs and ATMs domestically or/and internationally. Particularly for supplementary cardholders under 15 years of age, the card cannot be used to withdraw cash, only used for payment for the correct purposes as determined according to the written agreement between VRB and the main cardholder.

b) Authorize VRB to keep the issued card. During card using process, cardholders have the rights to request VRB to:

- Block card status (when card is stolen, lost, fraudulent or doubted to be fraudulent);
- Replace, reissue card (when card is stolen, lost, fraudulent or doubted to be fraudulent, erroneous);
- Reissue PIN (forgot/lost PIN);
- Reactivate card status;
- Extend card (when card is expired);
- Change card credit limit (temporary or permanent);
- Change personal information;

- Temporarily stop using card;
- Stop using card;
- Other requests as agreement of VRB and cardholders.

c) Have the right to request VRB to provide periodic information via card account statement, or to be provided at any time with information about Card transactions and balances, and limits related to card use in accordance with VRB's regulations.

d) Do complaints for transactions which card holder is construed to be not rational at any Issuing branch of VRB. Card holder must do 1st complaints within 70 days from the transaction date.

e) Make debt payment (in term) at any branch of VRB with optional payment value.

f) Request the bank to debit current account of card holder at VRB to pay for closing balance of the statement period.

g) Receive the positive amount in credit card account in cash or fund transfer after deducting service fee (if any) as VRB regulation in each period.

2. Responsibilities of card holder

Besides other responsibilities regulated at other terms of this Term and conditions, the customer is responsible for:

a) Provide sufficiently, correctly the necessary documents and information as required by VRB when requesting on card issuance and during the use of VRB credit card. Immediately notify VRB in writing of changes in information provided when requesting card issuance or other information required by VRB.

b) Directly go to branches of VRB to receive card. In case card holder cannot go to VRB branches, card holder can authorize other person to receive card. Authorization form is made in writing directly at VRB or must be notarized and made under VRB's regulation. In case of authorization on card receipt/PIN/card activation, cardholder must take all the risks which may occur, except for the cases of VRB faults.

c) Within 60 days since the date of card issuance, the cardholder is responsible for coming to take cards and confirming to activate card. After this time, inactivated card will be destroyed and cardholder must be in charge of issuing fee and/or other fees since the card issuing date as VRB regulation in each period.

d) Be responsible for managing card and securing PIN. Cardholder is not allowed to franchise card or give card to others to use, not to reveal the PIN to anyone.

e) Sign in the signature box at the back of card right after receiving card. Each time card holder use card to withdraw money at CAP or pay for goods and services, card holder must sign the bill with the same registered signature, except for transactions made by mail order/telephone order (MOTO), e-commerce which can allow no signature of card holder and must be allowed by VRB.

f) Directly go to the Branch of VRB when requesting on stopping and/or canceling/keeping the implementation of transactions made by mail order/telephone

order (MOTO), e-commerce. Card holder only can do these transactions with permission of VRB and take full responsibilities arising from making the above transactions.

g) Cardholder is responsible for informing to VRB by the fastest way in case card is stolen, lost, and fraudulent or doubted to be fraudulent on phone number: 1800 6656 or +8424 39429365.. or other contact of VRB Call Center in each period or any VRB nearest branches/transaction offices. Card holder must provide exact information under VRB's request for VRB to block card status and directly come to VRB Branch to fill in Announcement on lost card within 01 working day from the date of losing card (if informed to VRB by other method), at the same time pay all fees as VRB regulations. Time for VRB to block card status is maximum 02 hours since receiving information that card is stolen, lost, and fraudulent or doubted to be fraudulent from customers or members of Card organizations. Card holder is responsible for all transactions made by card before the Bank receives information on stolen, lost, and fraudulent or doubted to be fraudulent cards.

h) Acknowledge all receipt, documents related to card transactions recorded and provided by Banks system. Card holder is responsible for paying all transactions with signature and/or using PIN, and other transactions if the Bank provides evidences proving transactions done by card holder without card holder's signature.

i) Card cannot be used to transfer money; to top up or credit the payment account, domestic debit card or prepaid card of the customer or a third party (not the merchant); do not use the card to pay for short sales at merchants (without the purchase and sale of goods and provision of services) for the purpose of cash withdrawal; at the same time do not use the card to pay for payments related to prize-winning games, gambling, betting, foreign exchange business, securities, virtual currency, electronic money... and/or transactions other illegal according to the provisions of current law.

j) Refund immediately and unconditionally for VRB as VRB request regarding the redundant withdrawal amount, beyond credit limit withdrawal/payment, amount credited with mistakes into cardholder account, claim transactions at ATM and Merchant which has been advanced for cardholder and other mistaken transactions that cardholders cannot prove legal ownership. Agree that VRB can auto debit, temporarily block and deduct money on current/credit/savings account opened at VRB for these amount collection without informing to client.

k) Primary card holder is responsible for card use of supplementary card holders.

l) Take full responsibilities for handling conflict with Merchants regarding the problems relating to card transactions without delaying payment at the due payment date.

m) Take full responsibilities for risks (if any) relating to card transactions via Internet.

n) Inform VRB in writing within 05 days when there are changes in information declared in Request on card issuance. Card holder is fully responsible for any problem arising due to the delay in providing information.

o) In case of extending card, VRB shall send an email/a letter or by any other suitable methods of Request on confirming the extension of card to cardholder. Cardholder must reply to confirm the extension during the time informed by VRB.

p) All requests of card holder arising in the time of using card must be made in writing at issuing branches as VRB's regulations. In each case, VRB can accept and implement requests via telex, fax, telephone; and VRB is not responsible for damages of card holder due to the implementation via telex, fax or telephone.

q) After card reissuance, if cardholder finds the lost, stolen card, cardholder is responsible for returning card to VRB and does not use that card.

r) In case of blocking card status, card holder must inform VRB. In case card holder is abroad, card holder can inform to members of international card organization.

s) Monthly, after the statement date, card holder will receive VRB's statement. Card holder is responsible for using monthly income to pay the outstanding balance, paying at least minimum payment value and at due date of the statement period at the latest. In case, due to some reasons beyond VRB's control, card holder do not receive statement, card holder is still responsible for paying all arising amounts. When card is expired, is revoked or stop using card, card holder is responsible for paying total balance until finishing all payment and return card (both primary and secondary cards, if any) to the bank. In case cardholder has disputes that relate to card transactions recorded in the statement, Cardholder is responsible for paying the statement outstanding balance on time, even while VRB has been handling the disputes.

t) Authorize unconditionally and irrevocably for VRB to require customers' companies to transfer salary/income of cardholder or debit any accounts of card holder at the Bank to pay for outstanding balance if the card holders do not pay; or/and make Transfer collection order to require the banks who open accounts for card holders to get money for original debt, interest collection, in case the original debt, interest of customers are moved into Overdue debt group. The authorization is only invalid when card holder pay all arisen original debt, interest at the Bank.

u) Cardholder agrees that all request on disputes resolution on card services, he/she is in charge of implementing request (if any) in writing within 70 days since the transaction date or since the date that rights and responsibilities of cardholder are violated in one of these method: (i) via phone operator (records, operating 24/24 hours per 7/7 days in week) or in writing at VRB transaction offices. In case the client send request on claim retrieval via phone operator, the customer is responsible for sending request as VRB form within 01 working day for the official base to handle the dispute. After the above time, VRB still supports to resolve the dispute, however, the result depends on the goodwill of related parties and customers must be liable for all the loss arisen due to late dispute. VRB shall refuse all claims if VRB does not receive the dispute retrieval of client within 70 days since the transaction date.

v) Commit to inform VRB before 07 days since the date of quitting the job at current company.

w) Pay the disputed card transaction amount and other arising fees and charges according to regulations of international card organizations when the dispute is handled by International Arbitration and the International Arbitration define to lose.

- x) Cardholder does not perform these prohibited activities:
- Making, using, transferring and circulating fake cards
 - Perform fraudulent transaction; short trading at merchants (without the purchase and sale of goods and provision of services).
 - Stealing, colluding to steal card information; providing cardholder information and card transaction not following the law.
 - Infiltrating or attempting to illegally infiltrate, destroy the program or database of the system of card issuance, payment, card switching, electronic clearing of card transactions.
 - Use the card to make transactions for the purposes of money laundering, terrorist financing, fraud, fraud and other illegal acts.
 - Buy, sell, rent, lease a card or card information, open the card for you (except for anonymous prepaid cards).
- y) Other responsibilities as prescribed in these Terms and Conditions and relevant provisions of the Law. The cardholder is fully responsible before the law for improper use of the credit card limit.

Article 4. Rights and Responsibilities of the bank

1. Rights of the bank

- a) VRB is exempted from liability in case of abnormal processing system, communicating system... or for any reasons beyond control of VRB.
- b) Collect information on card holder from other banks and other organizations.
- c) Require cardholder to provide sufficiently necessary information and documents during card using process.
- d) Have the right to record all exchanges of the cardholder by phone and/or any verbal information between the cardholder and VRB during the card use. And these audio communications may be used by VRB or any third party, including as evidence in any dispute resolution or administrative proceeding.
- e) Have the right to provide competent authorities and other authorized organizations and individuals with information about the Cardholder, customer code, statement and card transactions in accordance with the provisions of the Law; provide the Cardholder's Card transaction information via the Call Center when the requester provides correct information that the cardholder has registered at the Request on Credit Card Issuance.
- f) Have the right to Debit cardholder's account value of all card transactions, arising fees and interest related to card issuance, use and payment according to the tariff stipulated by the Bank for each period, the regulations of the Law and agreement at this terms and conditions on credit card issuance and usage.
- g) Have the right to require cardholder to pay all expense via card and fees, interest related to card issuance, use and payment.

h) Have the right to Increase and decrease credit limit and/or converse card type of card holder under VRB's regulations.

i) Have the right to lock the Card/card features when receiving a notification that the card is stolen, lost, revealed PIN according to the phone number/email address as agreed in the Terms and Conditions on card issuance and use and phone calls from the VRB Switchboard; or the Bank suspects that the Card/Card information is being misused; or when the Bank receives a notice from the Card Association, the domestic and foreign card organizations suspect that the Card/Card information is being abused and/or other cases as assessed by the Bank to ensure safety for cardholders.

j) Be exempted from liability for damage or loss caused by:

- Merchants refuse to accept card for any reason.
- Break-down, mistakes, error of ATMs and other machines in the acquiring network.
- VRB does slowly or does not fulfill responsibilities under the Contract due to the mistakes of machines, data processing, telecommunication, natural calamity or any circumstances beyond VRB's control or is the consequences of fraud and fake.

k) Do not take responsibility for the case that card holder does not receive statement or other notice of VRB because card holder gives the wrong address or due to the fault of express courier service. All notices of VRB will be sent to card holder in writing to customer's address registered in Request on Credit Card Issuance or to primary card holder's address which is informed in writing. All notices will come effective and is construed to be received by card holder after 05 (five) days from the date of sending (basing on post mark on the envelope).

l) Do not take responsibility for delivery, quality of goods and services paid by card. Have rights to debit on card account for transaction value, fees, interest whether goods are delivered or services are implemented.

m) Have rights to require the company who card holder works for to transfer salary/income of cardholder or debit any accounts of card holder at the Bank to pay for outstanding balance if the card holders do not pay; make Transfer collection order to require the banks who open accounts for card holders to get money for original debt, interest collection, in case the original debt, interest of customers are moved into Overdue debt group.

n) Collect from legal asset of card holders in VRB (deposit, savings account, current account of VRB debit card, saving books, collaterals...) or any other asset of card holder and cardholder's family even without card holder's signature or marks in case card holder does not pay in due for VRB as regulated. In case VRB collects from current account or savings deposit of card holder, current account or deposit of card holder is implicit to be not defined term. VRB absolves with breaking deposit of card holder. Collection is still made when:

- Using card stopped/is stopped
- Balance is not or is over the credit limit.

o) VRB is entitled to temporarily lock/lock/unilaterally terminate the cardholder's use of the card in the following cases:

- Cardholder does not receive card on time
- After 10 days from the payment due date, card holder pays less than the minimum payment value.
- Card holder spends over credit limit without VRB's permission.
- Card holder violates commitment on this contract or violates the prevailing laws which cause effect on usage of card.
- VRB detects that the documents and information provided by the cardholder are inaccurate, untruthful and untrue.
- Cardholder violates debt repayment obligation (including principal, interest, fees and other costs incurred) with VRB and/or with any other third party
- Cardholder is involved in lawsuits or cases that, in VRB's opinion, may seriously affect the cardholder's ability to repay debts
- Cardholder is arrested, prosecuted, examined for penal liability or served a criminal sentence
- Cardholder is dead or missing; declared dead/missing by a competent state agency;
- Cardholder divorces or divides the marital property during the marriage;
- Cardholder's assets are distraint, blockaded or impounded;
- Cases related to resignation, income change or failure to meet the card usage conditions as prescribed by VRB;
- Cases related to tampering and risk management
- Other events that, according to VRB's assessment and consideration, are likely to affect the Cardholder's ability to pay debts in full and on time
- Cardholder performs prohibited acts as prescribed in Point x Clause 2 Article 3 of these Terms and Conditions
- Other cases as prescribed by VRB and law;

p) For credit cards issued for pay-roll customers at VRB, VRB has the rights to block/temporarily block the cards and implement the debt collection in case the units, whom the clients work for, have the signs as VRB assessment that affect the income source and ability to repay sufficiently and on – time of the customers (late salary payment, uncertain credit history, stop VRB payroll service, difficulties in business...).

q) Has the rights to contact with wife/husband/reference person of the cardholder that was mentioned on Request on card issuance in necessary situations.

r) To have the card revoked and/or invalidate the card during card use at any time by notifying the cardholder of this revocation or through the card payment institutions or merchants in the in case the cardholder violates the provisions of law, of

VRB, of the International Card Organization or violates the agreements in these Terms and Conditions, or suspected cases of card counterfeiting or forgery. In this case, VRB is not responsible for any damage to the honor and reputation of the cardholder in the withdrawal of the Card.

s) Having the rights to refuse card payment and provide card services in these situations:

- Using card to perform prohibited transaction according to the rules of VRB and the law.

- Lost card has been informed by cardholder

- Card was expired

- Card is blocked

- The credit limit of the card is not enough to cover the payment

- Cardholder violates the regulations of the Bank in the agreements between the cardholder and the Bank specified in these Terms and Conditions.

- Other situations are out of control of VRB.

t) Other rights are in accordance with this terms and conditions on card issuance and usage and other related regulations of the Law.

2. Responsibilities of the bank

a) Comply with the regulations on issuance and payment of credit cards of the laws of Vietnam and the Corporation; ensure the cardholder's interests in accordance with the Terms and Conditions of card use, and keep the cardholder's information, unless otherwise specified.

b) Secure information related to the Cardholder in accordance with the law and only provide this information in the cases prescribed by law and agreed with the Cardholder.

c) Resolve or reply any demands on investigation, complaints of card holder relating to card using and acquiring in accordance with regulation of the Law and Card Associations.

- Time for processing retrieval/disputes is within 30 working days since the date of VRB receiving customers' documents.

- In case of correct disputes, VRB shall reimburse for customers within 05 days at maximum since the date of customers' complaint processing result announcement.

- In case of processing time expired if the complaint under agreement has not yet determined the cause, in the next 15 working days, VRB shall agree with the cardholder on the method of handling.

- In case of signs of crime, VRB shall notify the competent state agency in accordance with the law; at the same time, VRB notifies cardholder about status of checking time. If the competent state agency in accordance with the law notifies

settlement results without signs of crime, in 15 working days VRB shall agree with cardholder on the method of handling.

- If card issuer, cardholder and parties cannot agree on processing of requesting investigation, dispute settlements is done according to the law.

d) Be responsible for transactions related to cards which are informed to be stolen, lost, fraud or doubted to be fraudulent since receiving information in writing on stolen, lost, fraud or doubted to be fraudulent card.

e) Unblock mortgage (if any) of card after 45 days from the date when customers fulfill payment obligation with the bank and return card to the bank.

f) Refund the positive amount on credit card account in cash or by fund transfer after the clients have fulfilled all obligations with VRB and deducting the service fee (if any) in these following cases:

- The customer requests on stopping using card and requires VRB to refund the positive amount on credit card account.

- Periodically as internal process (currently as Quarterly), VRB shall implement to review and refund the positive amount on credit card account for clients.

- If the customer does not choose the refund method (when requesting on card termination), VRB shall process as internal provision in each period.

- VRB implements to close Contract of customer in the card system after handling the positive amount in card account.

g) In case cardholder request on refunding positive amount of card account but keep using VRB credit card, VRB considers to refund that positive amount into other account of cardholder opened at VRB as VRB internal procedure in each period.

Article 5. Security type for issuing card

1. Unsecured: card holder commits to use legal earnings to pay VRB all arising obligations in using card.

2. Secured by assets: Secured assets are cash deposit, valuable papers, VND/USD savings books or open VND deposit account blocked with interest under current interest rate of VRB for each period in the time of using card. Interest of savings book which was secured or blocked deposit account after expiration will be added to the principle and automatically renewed with the same period of the secured deposit books.

Article 6. Primary and supplementary card

1. VRB has the right to regulate the maximum quantity of supplementary cardholders that Primary cardholder is allowed to request on issuance in each period, currently is 02 (two) supplementary cards. This regulations can change in each period and will be informed to the customers.

2. Primary and supplementary cardholders use the same card account with credit limit granted for the main cardholder and take the responsibilities for outstanding balance repayment to VRB when requested. In case primary cardholder is

not able to pay, supplementary cardholder(s) is/are responsible for paying the full payment.

3. Transactions of primary and supplementary cardholders shall be shown on a same statement and sent to the primary cardholder for repayment.

4. Primary and supplementary cardholder(s) take the jointly liable responsibilities to obey this Contract's provisions. The insolvency of the main cardholder caused by any reasons and in any circumstances will not dismiss the joint obligation of supplementary cardholder(s) during the process of implementing the contract. In case that primary and supplementary cardholders lose the ability of solvency to implement terms and conditions, the remaining cardholders are in charge of obligations of all cardholders with VRB.

5. In case the cardholder is dead, lost, or out of behavior capacity, the implementation of these Terms and conditions is done by provisions of the Law.

6. Primary cardholder has the rights to require VRB to stop using supplementary cardholder in writing. In case the primary cardholder terminates the card use contract, the use of supplementary cardholder is construed to be terminated. The supplementary cardholder(s) do(es) not has the right to terminate the use of primary cardholder as well as any other requests related to the effectiveness of these Terms and Conditions.

7. Supplementary cardholder(s) agree(s) to authorize the primary cardholder on behalf of Supplementary cardholder(s) to inform VRB in case of lost card announcement, credit card re-issuance, expired cards replacement, PIN/card receipt and activation of supplementary card(s) and other support requests (if any).

Article 7. Interest and fee

1. Interest

a) Interest rate: loan interest applied for each credit card product and as promulgated by VRB for each period.

b) Interest is accumulated daily to balance of card account and calculated under the monthly rate promulgated in VRB's tariff.

c) The time for calculating interest is different for each type of transactions:

- For cash advance transaction: Cardholder must bear the interest since authorized transactions time.

- For purchase transaction: Cardholder must bear the interest since authorized transactions time plus exempted interest days (if any).

2. Fee

When requesting on card issuance and use, cardholder must bear these following fees:

- a) Card issuing Fee (fast and common card issuance fee; first issuance and reissuance fee) when requesting on card issuance.

- b) Annual Fee collected yearly for each card. VRB collects fees after the customer card is activated and/or collects at the end of each financial year and/or monthly/quarterly according to VRB regulations from time to time.
- c) Card Extending Fee collected for each card when requested.
- d) Lost/Stolen Card announcement Fee collected for each card when cardholder informs of losing card.
- e) Copy request Fee when cardholder requests on re-supply (excluding the original documents)
- f) Complaint Fee when the card holder's complaint is not correct.
- g) Card termination Fee when cardholder requests on stopping using card.
- h) Temporary Credit Limit fee when cardholder requests on temporarily credit granting.
- i) Late payment charge collected automatically when the cardholder fails to pay or does not pay the minimum payment beyond or on maturity.
- j) Credit limit changing fee when cardholder requests on changing credit limit.
- k) Collateral changing fee when cardholder requests on changing collateral.
- l) Cash Withdrawal/Advance Fee at ATM/POS collected automatically when cardholders do transactions.
- m) Foreign Currency Conversion Fee applied on transactions with currencies which are not VND.
- n) Customer information changing Fee when cardholder requests on changing information.
- o) Fee of not doing transactions: if cardholder uses card for hotel reservation but does not come or cancel that reservation, the hotel has the right to collect one day hotel fee and other related taxes and services.
- p) Fee for converting the positive amount in card account into cash of fund transfer when cardholder requests on card termination and request to convert the positive amount in card account into cash of fund transfer
- q) Fast debt collection fee when cardholder requests VRB to make fast collection.
- r) Other fees (if any) stipulated by VRB in each period.

Fees and charges applied can be changed according to each type of card and for each period of time depending on VRB policies and shall be informed to the customers on VRB website or other suitable ways before at least 07 days since the effective date.

Article 8. Debt repayment

1. Card account statement

- a) Monthly, within maximum 02 (two) working days since the statement date, VRB will send card holder statement of card account including lists of details of

transactions, fees, interest arising in this period, paid amount, starting balance, closing balance, minimum payment, payment due date.

b) Minimum payment of each period is determined in each period and different for each credit card product. When there is a change in the minimum payment, VRB shall inform in the whole system and to the customers by appropriate methods. In case card holder uses over limit, card holder must pay the total over limit amount in this period.

c) For transaction in other currencies than VND, VRB will convert to VND basing on rate of Card organizations or rate of VRB at the conversion date, and plus percentage promulgated by VRB and any transaction fee(s) that VRB must pay Card organizations (if any).

d) Time for tabulating statement is the 25th of the month. In case within 07 (seven) days including weekends and holidays from the statement date, VRB do not receive any notice from card holder, VRB construes that card holder received statement and agree to pay all transactions, fees and interest on the statement.

e) Payment due date: Payment due date is after 15 (fifteen) days including weekends and holidays after statement date. In case the payment due date on the statement falls on weekends and holidays, cardholders must repay the debt on the preceding working day before the payment due date on statement.

2. Interest calculation

Interest is daily calculated accumulatively according to card account closing balance and each specific transaction:

a) Purchase transaction:

- If the cardholders pay the full outstanding balance on or before the payment due date of the statement period, the card holder is charge no interest for the entire original transaction amount in the statement period;

- If the cardholder does not pay, or pay after the payment due date or make less payment than or equal to the minimum payment, the interest will be calculated on the full original transaction amount or the remaining unpaid value from the date of the transaction to the payment date.

b) Cash withdrawal transaction: Interest is calculated on the original transaction amount and transaction fees (if any) from the transaction date till the date that cardholder made full payment of transaction value.

c) Retrieval transaction: Interest and fee arising with retrieval transaction or dispute of cardholder which have not been paid, is calculated according to the rules stipulated at Article 6 and section b of this Article. The Bank shall refund cardholder arising interest/fees in case of correct dispute, investigation transactions.

d) Interest calculation method can be changed as each type of transaction and each credit card product as VRB regulations in each period, and will be notified when the customer registers to issue card.

3. Payment method

a) Upon the receipt of the statement, card holder is responsible to pay all arising debts as mentioned on the statement as promulgated (i.e. the minimum is equal to minimum payment and the maximum is equal to the total closing balance) at the payment due date of this period at the latest or on the preceding working day if the payment due date falls on the weekends and/or holidays

b) Cardholder can make repayment at any of VRB branch by cash, check, fund transfer or authorizing VRB to automatically debit current accounts opened at VRB or using function of Visa credit card repayment on VRB internet banking. Paid amount received at transaction counters after 16:00 and the amount Credited by other Banks after 15:00 (Monday to Friday) will be calculated on the following working day. In case, payment is made by check, or fund transfer, payment will be calculated when VRB receive credit with the real amount credited.

c) In case the cardholder authorizes VRB to automatically debit current account opened at VRB to pay the outstanding balance, the cardholder must ensure the sufficient balance before the auto-debit date (or the 02 preceding working day if the auto-debit date falls on weekends and holidays) for VRB to debit. The automatic debit will be carried out once on 15th day after the statement date. If the auto-debit date falls on weekends and holidays, VRB shall implement to auto-debit clients' accounts on the preceding working date. If the account balance is insufficient, the cardholder must directly make the remaining outstanding balance payment.

4. The priority order of payment

The order of payment priority in the statement period when a cardholder pay a part of outstanding balance is as follows:

- a) Overdue original outstanding balance;
- b) Overdue Interest; Interest of overdue original balance (if any);
- c) Interests: Interest of cash advance, purchase transactions;
- d) Fees: Annual fee, cash withdrawal fee, Late payment fee, other fees as VRB regulations;
- e) Cash advance amount;
- f) Purchase transaction;

In case the transaction is the same type, payment will be made for transaction which was recorded previously in the system.

5. Debt collection

a) After the payment due date, if the cardholder does not pay or make payments with a value lower than the minimum payment, all outstanding balance will be moved to overdue debt. The debt classification is implemented as provisions of State Bank in each period.

b) After 10 days from the payment due date, in case card holder does not pay or pay less than minimum payment, the Bank is allowed to temporarily lock the customer's card status until cardholder pays at least the unpaid minimum amount. The

temporary lock of card can end at the time that cardholder pays at least the unpaid minimum amount and/or as decision of the VRB Issuing branch.

c) After 30 days from the date of moving to overdue group, in case cardholder does not pay or pay less than minimum payment, the Bank has rights to stop the usage of card, revoke card and implement procedures to collect all the debts and settle secured assets and move all unpaid debt to non-payment loan. The bank will charge overdue interest as promulgated in VRB's regulation for this debt.

d) In case the credit card outstanding balance is moved into overdue debt, cardholder agrees VRB to have the right to debit/draw all accounts (including joint accounts), savings, any other deposit accounts of the clients at VRB for debt collection under the method that VRB chooses without any agreement from cardholders. In case of debiting/drawing all deposit account (savings books, deposit account...) of cardholder for debt collection, VRB is exempted from the responsibilities of ending beyond the term of savings.

e) The bank has the rights to collect debts from secured assets, from salary and earnings, from card holder's account or from card holder's company or any other assets of card holder without card holder's agreement. The settlement of assets to collect debts will be implemented under the bank's regulation and the prevailing laws. VRB has the rights to make Collection order to request the banks opening accounts for cardholders to debit the amount for collecting principle, interest in case the principle, interest debt of client is moved into overdue debt, non-performing loan. In case the secured assets are insufficient to pay for the debts, card holder is responsible to pay until all the debts are clarified at the bank.

f) Card holder must pay all the debts as well as other expenses relating to the measurements the bank applies to collect debts as legal service fee, legal costs, assets treatment fee, traveling cost, communication, copy, notarization, document translation, documents prepared for court... without evidence to prove.

g) At the time of card invalidation, if cardholder does not pay all the outstanding balance, VRB has the rights to process procedure to collect debt, processing the secured assets.

h) Unpaid outstanding balance is understood as the principle transaction amount, interest and related fees.

Article 9. Force majeure clause

1. Force majeure clause is the event occurring objectively, unforeseeably and cannot be remedied despite of taking all necessary measures in capability.

2. Force majeure clause includes the events such as: earthquake, flood, drought, fire, epidemic, disaster, natural disaster, war, terrorism, strike, bankruptcy...or the events are not predictable and there has no obligation to know in advance that leads to be unable to continue implementing or seriously affect the validity of the contract.

3. When a force majeure event occurs, depending on each case, the parties will process:

a) When a force majeure event occurs which affects VRB's service provision, VRB has the right to decide to suspend part or all of services provided to customers. VRB will notify customers in detail about the causes and effects of force majeure events, by means that VRB considers appropriate. Within 07 days from the occurrence of the event, in case the Card holder does not agree with the contents of VRB, the Card holder is responsible for notifying VRB to agree to terminate the Contract for issuing and using this card. If there is no response, it will be deemed to agree with the adjustment contents of VRB.

b) When a force majeure event occurs for the Merchant that they cannot keep using service, within 07 days the Cardholder is responsible for notifying VRB in writing and within 30 days must send a document to VRB detailing the cause of the failure event, the effect of the event on the performance of the Contract obligations, and attach local government certifications of the occurrence of the force majeure event. Immediately after the force majeure event ends, the Cardholders are responsible for actively remedying the consequences (if any) and continuing to perform the Contract.

4. During the time of force majeure events, the party that is unable to perform its obligations due to force majeure circumstances will not be fined for breach or compensated in accordance with the provisions of this Contract and the provisions of law.

5. If the force majeure clause lasts for 1 month, parties will discuss and make a reasonable decision about content of the terms in the contract.

Article 10. Dispute resolution

In case a dispute arises, the parties shall first settle it through negotiation and conciliation. Within 30 days from the date of arising of the dispute, if the parties cannot resolve it, one of the parties has the right to bring the case to the competent People's Court of Vietnam where the branch office of VRB is located – a party directly entering into this Agreement at the time of filing the petition.

Article 11. Modification and supplementation

1. VRB, at any time, with its discretion, has the right to amend, modify and supplement these terms and conditions by a written notice or email to the Cardholder(s) or announcement on VRB website; or any other methods.

2. The modifications are valid at the date written in the notice or the date that VRB sends the notice (if effective date is not specified).

3. Within 07 days since the date VRB informs on amendment, supplementation of Terms and Conditions, if cardholder does not agree with the amendment, supplementation, Cardholder is in charge of informing VRB to make deal of ending Contract of card issuance and usage.

4. In case the card holder continues to use card after 07 days since the date VRB informs on amendment, supplementation of Terms and Conditions, it shall be construed that the Cardholder has accepted these amendments, modifications and supplementations.

Article 12. Implementing provision

These Terms and Conditions of card issuance and usage along with the request on card issuance of card holder is considered as the Contract legally bonding card holder and VRB. This Contract shall take effective since the date that Request on card issuance is signed by card holder and/or the date of card issuing approval of VRB and shall be applied by prevailing laws of the Socialist republic of Vietnam and regulations of issuing, using and acquiring international cards. In case there is any conflict between These Terms and Conditions with the Request form, These Terms and Conditions will be priority applied.