

TERMS AND CONDITIONS
ON ISSUANCE AND USE OF
CREDIT CARD OF VIET CAPITAL COMMERCIAL
JOINT STOCK BANK

Article 1. GENERAL PRINCIPLES

Content of these Terms and Conditions and Credit card application form and requirements of card service shall form a Credit contract (hereinafter referred to as "the Contract") between Viet Capital Commercial Joint Stock Bank and the Cardholder. By signing of a consent to confirm Credit card application form and agreement/ Electronic credit card application form and agreement, the Cardholder and Viet Capital Commercial Joint Stock Bank agree to accept all regulations specified in these Terms and Conditions. The Cardholder shall assume responsibility for considering and carefully reading content in these Terms and Conditions before applying for Card opening and use.

Article 2. INTERPRETATION OF TERMS

1. **The Bank/Viet Capital Bank:** is Viet Capital Commercial Joint Stock Bank, including Business Center, Branches, Special transaction office or Transaction Offices, Timo channel and other sales channels of Viet Capital Commercial Joint Stock Bank.
2. **Timo Channel:** is the channel for sale of the Bank's products and services that allows users to make banking transactions after they are identified, open current accounts and register E-banking services under regulations.
3. **Credit card application form and agreement:** a written request showing the Customer's intention to request the Bank to issue card credit limit according to regulations of the Bank from time to time.
4. **Requirements of Card services:** means the credit card service requirements provided by the Bank to the Customer, including but not limited to: request for card credit limit, issuance of additional cards to share the credit limit, replacement and re-issue of PIN ... is requested by the cardholder according to one of the methods implemented by the Bank from time to time.
5. **Methods of requesting card services:** Customers can select one of the following methods to make card service requests when needed: in writing, electronic methods, via the Bank's hotlines and/or other methods deployed by the bank from time to time corresponding to each arising card service request.
6. **Card Account** (hereinafter referred to as the Account): is an account opened at the Bank under the Contract for management of card-based transactions.
7. **Credit card/the Card:** are products of credit cards issued by the Bank to the Cardholder under Timo channel. The Customer may request the Bank to issue one or more other credit card products according to an appropriate card issuance policy implemented by the Bank from time to time for use within the credit limit granted by the Bank. Card may exist in physical or non-physical form to make card-based transactions within credit limit granted by the Bank.
8. **Physical card:** is a card that has a physical form of existence, with an electronic chip attached to store card data.
9. **Non-physical card:** is a card that has not a physical form of existence but still contains all card information, issued by the Bank to the cardholder for transactions via the internet, mobile phone or other electronic devices accepting cards. A non-physical card may be printed by the Bank on a physical card upon request by the cardholder.
10. **The Customer/Cardholder:** is the person named on the Credit card application form and agreement accepted by the Bank and issued with the Card.
11. **Acquirers:** are credit institutions and foreign bank branches that are allowed to make card payments in card service supply as specified in their Licenses or amended and supplemented Licenses (if any) issued by the State Bank of Vietnam.

12. **Merchants:** are all organizations and individuals authorized by Acquirers to accept card payments for goods and services.
13. **Payment transactions:** are transactions including booked transactions and payment transactions for goods and service purchase at Merchants and on the Internet.
14. **Cash withdrawal transactions:** are transactions of cash withdrawal by the Cardholder from Automated Teller Machine, the Bank or transactions in cash equivalents, including transactions that are convertible into cash, foreign currency purchase transactions, transactions of money transfer at Automated Teller Machine and on the Internet, transactions related to prize-winning games.
15. **Automated teller machine**(Automated Teller Machine herein after referred as **ATM**): is a device used by the Cardholder to deposit, top up, withdraw cash, transfer money, inquire information about card transactions or use other services.
16. **PIN:** is a secret code of the Cardholder that is issued by the Bank to the Cardholder or installed by the Cardholder for making transactions at Automated Teller Machine or POS. The Cardholder assumes responsibility for securing and may change this code throughout Card use.
17. **OTP:** is a one-time password that is valid for a certain period and is provided by the Bank for authentication of the Cardholder's requirements in online card transactions/ service requirement. OTP is sent to the Cardholder via SMS, token, email or another authentication method/device deployed and published by the Bank from time to time.
18. **Point of sale terminals** including POS (Point of sale), mPOS (Mobile point of sale) and other point of sale terminals devices: are card readers and terminals that are installed and used at Merchants and allowed the Cardholder to use the card to make payments for goods and services.
19. **Card statements/Statements:** are documents that are prepared and sent by the Bank to the Customer on a monthly basis and list all sums incurred on the card account (including card transactions, interest, fees, adjustments in case there are sums incurred during statement period) and Ending balance, minimum amount due and due date.
20. **Statement period:** the period between two consecutive issuances of Statements.
21. **Ending balance/Outstanding balance:** is total amount payable by the Cardholder to the Bank, including transactions recorded in the card account, fees, interest and other payables (if any) related to Card use that have not been paid by the Cardholder to the Bank and are specified in Statements.
22. **Minimum amount due/Minimum payment:** is the minimum amount due from the Cardholder to the Bank on or before Due date during each Statement period, including Minimum payment limit Timo over-limit sum, amount of monthly installment and outstanding Minimum amount due from the previous statement period (if any).
23. **Minimum payment limit:** is a portion of total amount due of Card account or a fixed amount convertible into minimum payable. The Cardholder may register Minimum payment limit as published by the Bank from time to time.
24. **Due date:** is the last date that the Cardholder shall fully pay Outstanding balance or Minimum amount due specified on monthly Statements.
25. **Credit limit:** is revolving credit limit provided by the Bank to the Cardholder for a certain period via card issuance. The Cardholder may ask for issuing multiple credit card products to use the Card within maximum credit limit.
26. **Card limit:** is the limit of each card requested by the customer to be used within the granted Credit Limit. Customers can request the Bank to issue one or more cards in accordance with the regulations from time to time in which the maximum limit of each card is up to the credit limit granted to the cardholder, but the total spending of all cards does not exceed to the credit limit granted to the cardholder
27. **Business days:** is actual working days of the Bank (excluding Saturday, Sunday, public holidays, Tet holidays).
28. **Timo Application/Timo App/The Application:** is Timo software program that allows the Customer to make financial transactions and is provided by the Bank for smartphones and web browsers.
29. **Timo Care:** is the call center of the Bank's switchboard to provide support, care and customer service of theTimo Channel (at 1800-6788) or other phone numbers to be notified from time to time).

30. **Timo Digital Banking Services:** is a transaction channel exclusively for Timo channel customers to register and use the Bank's products and services through the Timo App.
31. Bank's website exclusively for customers Timo channel: The website <https://timo.vn/> or other website announced by the Bank from time to time.
32. Code CVV/CVC... (Card Verification Value/Card Verification Code...): is a 3-digit authentication code on the card, usually printed to the right of the cardholder's signature.
33. **Electronic documents:** are electronic data created on the e-banking application to serve the fulfillment of card service requests electronically. Electronic documents include but are not limited to contracts, agreements, offers, instructions and other data messages related to the conclusion or performance of transactions between the Bank and the customer.
34. **Electronic signature:** is a signature created in the form of words, letters, numbers, symbols, sounds or other forms by electronic equipment, attached or reasonably combined with electronic documents. electronic document, capable of identifying the person signing the electronic document and confirming that person's acceptance of the signed electronic document.
35. **Digital signature:** is a form of electronic signature created by transforming a data message using an asymmetric cryptographic system, used to sign electronic documents
36. **Owners benefit**

The individual who has the actual ownership of an account or a transaction: The account holder, co-account holder or any person who controls the operation of the account or benefits from that transaction;

Individuals having the right to govern a legal entity: An individual holding, directly or indirectly, 25% or more of the charter capital of that legal entity; private business owners; another individual actually dominates and controls that juridical person;
37. Individuals having the right to govern an investment trust or authorization agreement: Individual entrusting or authorizing; individuals have the right to govern individuals, legal entities or organizations entrusting or authorizing.

Article 3. FEES AND INTEREST RATE

The Cardholder unconditionally and irrevocably agrees on regulations of the Bank on fees, interest rate and the Bank has full right to debit the Account or any account of the Cardholder opened at the Bank without notifications, requests to, confirmation and consent of the Cardholder, to collect fees and interest rate, including the following fees and interest rate:

1. **Interest rate:** shall be the one specified in Article 11 of these Terms and Conditions.
2. **Card issuance fee:** the initial fee charged when the Customer applies for Card issuance and gets approval from the Bank.
3. **Annual fee:** the annual fee for Card maintenance.
4. **Cash withdrawal fee:** the fee immediately charged on debited amount of Cash withdrawal transactions when such transactions are made. This fee excludes fees collected at Merchants or Automated Teller Machine of other banks.
5. **Fee for handling of cash withdrawal transactions at other banks:** is charged on debited amount of Cash withdrawal transactions when the Cardholder withdraws cash at other banks.
6. **Over-limit fee:** is charged on amount due in excess of credit limit at a fixed rate or fee as specified in fee schedules issued by the Bank from time to time.
7. **Late payment fee:** is the fee collected when the Cardholder fails to pays amount due or pays amount due less than Minimum amount due on due date or pays amount due against schedule.
8. **Card replacement fee:** is charged when the Cardholder requests Card replacement before the Card's expiry date.
9. **Lost card fee:** is charged when the Card is lost/stolen and the Cardholder notifies the Bank to block the Card under

these Terms and Conditions.

10. **Mail, telephone and Internet order fee:** is charged when the Cardholder orders goods, services with confirmation of the Bank when card transactions are made.
11. **Credit limit change fee:** is charged when the Cardholder requests to increase or decrease of credit limit with consent of the Bank.
12. **Card security form and/or collateral change fee:** is charged when the Cardholder requests to change of Card security forms and/or collaterals.
13. **On-demand confirmation fee:** is charged when the Cardholder requests confirmation of credit limit and card account status.
14. **Statement copy issuance fee:** is charged when the Cardholder requests issuance of more copies, besides Statements sent by the Bank to the Cardholder on a monthly basis.
15. **Sales slip retrieval fee:** is charged when the Cardholder requests retrieval of sales slip, besides the sales slip received by the Cardholder at Merchants.
16. **PIN re-issuance fee:** is charged when the Cardholder requests PIN re-issuance.
17. **Dispute fee:** is charged when the Cardholder improperly or inaccurately disputes card transactions.
18. **Foreign currency transaction fee:** is applicable to card transactions in currencies other than Vietnamese dong, charged on convertible transaction amount on transaction date that is debited/credited to the Account. This fee is included in convertible transaction amount and debited/credited to the Account.
19. **Transaction failure fees:** mean service fees and taxes (if any) payable by Cardholder to service suppliers under regulations if the Cardholder uses the Card to book services but does not use or service suppliers do not agree to cancel use of such services.
20. **Card account management fee:** is charged when the Card account still maintains credit balance after 15 days from the date that the Cardholder requires termination of Card use.
21. **Special service fee:** is the fee collected when the Cardholder registers email addresses with the Bank but requires sending of statements via post and fee of card replacement from the second time onwards during a cycle of Card use.
22. **Other fees:** comply with legal provisions and are specified in Card service fee schedule of the Bank.

Details of all fees and interest rate above are specified in Card service fee schedule prescribed and publicly posted by the Bank at transaction locations and/ or <https://timo.vn/> or other websites noticed by the Bank from time to time. In case of any change in fee amount, fee types and fee collection forms, the Bank shall notify the Cardholder in methods specified in Article 17 of these Terms and Conditions. The changed fee schedule shall be applicable after 07 days from the date that the Bank notifies. The Cardholder shall be deemed to agree on this fee schedule by default if he/she still keeps using services right after this fee schedule takes effect.

Article 4. MANAGEMENT OF CARD, PIN,CVV/ CVC CODE AND OTP

1. The Card is the property of the Bank, thus, the Cardholder is not allowed to transfer the Card to other persons and shall store and maintain the Card.
2. Validity of the Card: The Card is valid for up to 36 months (03 years) from the month of issuance.
3. Card extension: The Bank has rights but not obligations to notify the Cardholder of Card extension via mail, phone or otherwise within thirty (30) days prior to the Card's expiry date. Within five days from the date that notifications are sent, if the Bank cannot receive response from the Cardholder regarding his/her intention to keep using the Card, the Cardholder shall be deemed to agree to keep using the Card. In this case, the new Card shall be issued by the Bank and sent to the Cardholder at the registered addresses.
4. Methods for delivery of the Card, PIN and notifications between the Bank and the Cardholder: The Bank has right to

deliver the Card, PIN , notify the Cardholder in any methods form that the Bank considers appropriate via electronic applications deployed by the Bank from time to time, according to the information and address registered by the Cardholder.. In this case, the Bank shall assume no responsibility for loss, stealing or abuse of the Card, PIN, notice between the Bank and the Cardholder is lost, lost, stolen or misused in this case.

5. When receiving the Card (Physical Card), the Cardholder shall affix his/her signature to the back of the Card to protect his/her Card. When using the Card to withdraw cash (at ATMs) or pay for goods and services, the Cardholder shall affix such signature to invoices, except for transactions made by purchase orders via mail, phone, Internet or otherwise with approval from the Bank without required signature of the Cardholder.
6. The Cardholder assumes responsibility for securing and is the only person to use the Card, PIN , CVV/ CVC CODE and/or OTP since they have been provided by the Bank. Any use of the Card by the Cardholder or any other person to make card transactions, using PIN and/or OTP provided by the Bank, shall be deemed as transactions made by the Cardholder.
7. In case the Card is lost, stolen or its information are used by another person who is not authorized by the Cardholder, the Cardholder or his/her authorized person shall immediately notify the Bank via phone or in writing. The Cardholder shall assume responsibility for all card transactions that are made before the Bank confirms handling notifications received from the Cardholder, regarding loss or stealing of the Card or abuse of Card details, for example, fraudulent transactions and/or fake signatures by any person. In any circumstance, the Cardholder shall assume full responsibility for use of the Card, including fraud or negligence by the Cardholder in using or securing the Card and Card details. The Cardholder shall immediately provide any information or evidence, including information about time of Card loss, place of card loss, last transactions and other information at appropriate request of the Bank to give support to investigation of Card abuse. The Cardholder shall notify to the Bank and apply for Card re-issuance in writing or via phone or electronic method or any other method implemented by the Bank from time to time. The Bank shall consider and decide to re-issue the Card. If the lost Card or the Card whose PIN/ CVV/ CVC CODE are disclosed (notified by the Cardholder to the Bank) is found or recovered, the Cardholder shall not use this Card and shall cut it in. Card replacement fee shall be debited to the Cardholder's Account to pay Card replacement fee and other related expenses.
8. If the Card is retained at Automated Teller Machine, the Cardholder shall request the Bank to block and re-issue the Card.

Article 5. RIGHTS, OBLIGATIONS AND COMMITMENT OF THE CARDHOLDER

1. Rights of the Cardholder:

- a. To have right to use the Card to make cash withdrawal/payment transactions and other transactions prescribed by the Bank on the Internet, at all Automated Teller Machine of the Bank and Automated Teller Machine of networks of card organizations to which the Bank is a member.
- b. To have right to check and inquire about possible problems in Card use, require PIN re-issuance, new Card re-issuance and termination of Card use.
- c. To have right to make complaints against the Bank in case the Bank violates legal provisions and these Terms and Conditions.
- d. To request the Bank to refund available card balance.
- e. The cardholder has right to investigate and make complaints about transactions and services relate to the card under Article 16 of these Terms and Conditions.
- f. The cardholder has right to request the Bank to provide information related to balance, transaction history and other information related to the card. Requesting for information by the Cardholder and providing information by the Bank shall comply with regulations of the Bank from time to time. For the Cardholder's convenience in information receipt, the Cardholder agrees that the Bank implement various methods of providing information to the Cardholder (in writing, via phone, email, SMS message, etc). The Cardholder agrees that methods of providing information via phone, email and SMS may bear risks in case personal information, the account and

Card of the Cardholder are disclosed. The Cardholder confirms that he/she acknowledges and is fully aware of these risks and undertakes to bear all possible risks (if any).

2. Obligations of the Cardholder:

- a. To directly come to transaction locations exclusively for Customers of the Bank to receive the Card, PIN or request the Bank to send the Card, PIN via post/courier or receive non-physical card information through accessing applications electronically provided by the Bank from time to time. The Cardholder agrees and confirms that the Bank shall be deemed to complete delivery of the Card, PIN when the Card, PIN are delivered to addresses registered by the Cardholder with the Bank or at the time of determining the complete initialization of the Non-physical Card, the PIN is requested by the cardholder to be initialized via electronic applications provided by the Bank from time to time.. The Cardholder undertakes to bear all risks arising from loss, abuse of the Card, PIN and/or risks from his/her failure to directly sign and receive the Card, PIN or other persons illegally acting as the Cardholder to sign and receive the Card, PIN.
- b. Card activation: To use the card, the Cardholder needs to activate the card by the following methods: through the Timo application and/or other methods implemented from time to time.
- c. Within 45 days from the date of Card (Physical Card) opening, if the Cardholder did not to receive the Card, PIN or couriers cannot contact/deliver the Card, PIN for no more than two times due to faults of the Cardholder, the Card, PIN shall be cancelled and the Cardholder shall bear costs incurred (if any). Fees paid to the Bank before the Card, PIN are cancelled shall not be refunded for any reason.
- d. In some special cases, the Cardholder shall fully fill information in Credit card application form and agreement, Confirmation applicable to receipt of the Card, PIN and Terms and Conditions on issuance and use of credit cards at the transaction locations exclusively for Timo channel. The Bank shall notify the Cardholder when requesting the Cardholder to confirm in this form.
- e. To fully and promptly pay the Bank due amount, transactions, fees, interest for Card use based on Statements prepared and sent by the Bank to the Cardholder. In case the Cardholder makes card transactions but cannot receive Statements or receives Statements behind schedule or the Card user affixes a signature that is not similar to the registered signature or fails to sign sales slips, the Cardholder shall still assume responsibility for paying transactions, fees, interest incurred from Card use under regulations.
- f. To bear fees and interest rate specified in fee schedule and interest rate prescribed by the Bank from time to time and collected in methods prescribed in these Terms and Conditions.

3. Make a commitment and guarantee the following contents:

- a. Agree for the Bank to use and provide customer information to Vietnam Credit Information Joint Stock Company (PCB), Business registration certificate: number 0102547296, first registered on 27/11/ 2007 and other organizations in which the Bank participates and uses the service. The information provided includes, but is not limited to, relevant data, and credit data of customers at the Bank. The provision of information must comply with the Government's regulations on the provision of credit information services and other relevant laws. In the event that PCB (and/or other organizations) has its Certificate revoked, the Bank will stop providing credit information and the customer agrees that the customer's credit information will be processed in accordance with the Government's regulations on the provision of credit information services. The Bank is responsible for notifying the customer about the processing of the customer's credit information within a maximum of 10 working days from the date the Bank receives the notice of the credit information processing plan.
- b. Agree for the Bank to use and provide information of customers, related persons, to third parties at the Bank's discretion. This includes the Bank collecting and transferring the Cardholder's information to the partner providing the electronic signature to serve the establishment of the Cardholder's electronic signature on the Contract(s) and transactions with the Bank.
- c. Receive monthly transaction statement and card transaction alert messages from the Bank via the phone number and email registered with the Bank under the Contract. Instructions of the Cardholder via registered phone

- number (including but not limited to Credit Card activation instructions) shall be binding between the Cardholder and the Bank.
- d. The card has been successfully activated and can be used before the cardholder actually receives the card, so there may be risks arising from or related to the activated card, including but not limited to information disclosure, fraud ... by any 3rd party, the cardholder hereby undertakes and warrants to bear all responsibility for the card transaction(s) since activation, including risks, losses from or related to the cardholder not receiving the card.
 - e. Comply with the Bank's requirements when checking the Cardholder's information.
 - f. Be responsible for the authenticity of the personal documents provided to the Bank to open the Card
 - g. Be responsible for keeping the login code, password, OTP code and other identifiers registered and/or issued by the Bank. At the same time, reasonable measures must be taken to prevent unauthorized use of such confidential information. Cardholder bears all risks (if any) arising from customer information being disclosed, stolen, taken advantage of for any reason.
 - h. Responsible for the maintenance of electronic devices used to use e-banking applications. Be sure to log out of the e-banking app after completing the transaction.
 - i. Comply with all requirements of the Bank, provide all necessary records, documents and information in the process of performing card transactions, resolving complaints and disputes related to card transactions. .
 - j. Do not use the Card for card transactions or purposes contrary to the law. The Cardholder is fully responsible if using the Card for transactions that violate the laws and/or regulations of the Bank. The Bank reserves the right to refuse or cancel these transactions.
4. Obligations of the Cardholder to the Bank are absolute. The Cardholder bears all possible risks when making card transactions via payment channels on the Internet, all problems related to goods, services, payment transactions and other problems directly related to Merchants. Any dispute between the Cardholder and Merchants shall not release the Cardholder from debt repayment obligations to the Bank.
 5. When notifying the Bank of termination of Card use, the Cardholder shall not re-use the Card to be cancelled. The Cardholder shall keep assuming responsibility for paying all transactions, fees, interest, fines and any compensation for damages (if any) arising from Card use before or after termination of Card use.
 6. To immediately notify the Bank of changes to information registered by the Cardholder, including changes to addresses and/or contact information, other information required by the Bank from time to time. In case of failure to notify, the Cardholder shall assume full responsibility for legal consequences and damages (if any).
 7. To promptly notify the Bank when identifying errors, mistakes on his/her card account or abuse of his/her card account.
 8. To immediately and unconditionally refund to the Bank as request of the Bank transactions of excessive withdrawal by the Cardholder, transactions of wrong crediting to the Cardholder's Account, transactions subject to investigation and complaints at Automated Teller Machine and Merchants with advance payment to the Cardholder and other wrongful transactions to which the Cardholder cannot prove his/her legitimate ownership. The Cardholder agrees to allow the Bank to automatically credit to recover such sums without notification to the Cardholder.
 9. To provide all information and documents required by the Bank and agree to grant the Bank full right to use and make decisions on providing of the Cardholder's information under regulations of the Bank.
 10. To be fully aware of and undertake to bear risks in case payment transactions by the Cardholder are confiscated, sealed or suspended by foreign organizations or any country (due to embargoes, crime, terrorism, terrorist financing, money laundering or other reasons).

11. Agree to apply and follow electronic transaction methods applied by the Bank from time to time. Accordingly, the Customer (including primary cardholder and supplementary cardholder) ensures to fully comply with information security regulations and processes, ensuring safety when performing banking transactions by electronic methods. At the same time, it is also agreed that there will be certain risks and damages that may occur during the implementation and use of banking services by electronic methods including but not limited to: discontinuity, interruption, transmission line, electricity, network, equipment, virus, hacker attack, or fraud, other risks... and the Customer accepts such risks and damages.
12. Other obligations as stipulated in the Table of Terms and Conditions for Issuance and Use of Credit Cards of the Bank applicable to Customers of the Timo Channel issued from time to time, the Bank's regulations, regulations of the law, of the domestic and international card organizations of which the Bank is a member.

Article 6. RIGHTS AND OBLIGATIONS OF THE BANK

1. Rights of the bank:

- a. To collect, use and check information provided by the Customer to decide whether to agree or refuse to issue the Card.
- b. To be released from all responsibilities to the Cardholder in the following cases:
 - The system suffers failures or is erroneous beyond control of the Bank.
 - The Bank, Automated Teller Machine, POSs, Merchants and/or other means of payment refuse to make card transactions or reject PIN and/or OTP for any reason.
 - Failures occur due to force majeure events such as earthquakes, natural disasters, floods and wars.
 - Card transactions are made or consequences happen due to fraud, swindle, counterfeiting and/or sabotage.
 - Any card transaction is rejected by the Bank, Merchants and/or a Third party.
 - The Card is not secured or its PIN is disclosed due to faults and/or negligence of the Cardholder and other cases caused by faults of the Cardholder.
 - Delivery or quality of goods and services is paid via card transactions.
- c. The Bank has right to decide to withdraw the Card, stop and/or suspend Card services, prevent or reject card transactions and/or block the Card right after the following case arise:
 - The Card is suspected to be fake;
 - Card transactions are suspected to be not made by the Cardholder or to be against legal provisions;
 - Information provided by the Customer is suspected to be fake and inaccurate;
 - The Cardholder violates laws and/or regulations of the Bank;
 - At request of the competent authorities of the government;
 - The Cardholder violates the obligation to pay the outstanding card balance as specified in Article 10 of these Terms and Conditions.
- d. Provide information of the Cardholder and related persons to a third party at the Bank's discretion. This includes the Bank collecting and transferring the Cardholder's information to the partner providing the electronic signature to serve the establishment of the Cardholder's electronic signature on the Contract(s) and transactions with the Bank.
- e. To decide to change Card number and/or expiry date when re-issuing new Card or replacing the Card for the Cardholder. The Cardholder shall assume self-responsibility for notifying this change to any party to which the

Cardholder may pay transactions. The Bank shall assume no responsibility for any consequence from transaction rejection, regardless of former Card number or otherwise.

- f. To credit and/or debit the Account, regarding fulfillment of the Cardholder's rights and obligations under these Terms and Conditions and/or for adjustment/remedy of mistakes (if any), for any reason, without prior notification and regardless of the Cardholder's consent.
- g. To block Account balance or suspend crediting to the Account in case of abnormalities or suspicion of erroneous, invalid crediting transactions, etc to ensure safety for the Cardholder's Account.
- h. If the Cardholder fails to pay or insufficiently pays payable amount when due, the Bank shall have full right to apply measures, including but not limited to the following measures, to collect debts:
 - To remotely remind debts by sending messages, mails, making phone calls, etc.
 - To automatically deduct or request deduction from deposit accounts, current accounts of the Cardholder opened at the Bank or any other organization (if any) to collect debts.
- i. The Bank assumes no responsibility for any damage to reputation and prestige of the Cardholder arising from termination of Card use.
- j. The Bank has right to change card limit under policies of the Bank from time to time.
- k. Other rights specified in the Terms and Conditions of Credit Card Issuance and Use applicable to customers of the Timo sales channel issued from time to time, and the provisions of current laws..

2. Obligations of the Bank:

- a. To comply with regulations on credit card issuance and payment and ensure rights of the Cardholder under regulations.
- b. To appraise and grant credit limit to the Cardholder if he/she fully meets conditions under regulations.
- c. To prepare Statements and send to the Cardholder in methods agreed with the Cardholder on a monthly basis.
- d. To settle requests, investigation, complaints of the Cardholder related to Card use under regulations of Acquirers.
- e. To settle complaints and inquiries from the Cardholder in case of faults of the Bank.
- f. To notify the Cardholder of changes in regulations, terms, conditions, interest rate, fees or other changes related to Card use by the Cardholder, in writing or in other methods the Bank thinks appropriate. All changes and supplements shall take effect on the date specified in notifications or date of notification sending. If the Cardholder keeps using the Card, the Bank shall consider that the Cardholder agrees to comply with amended and supplemented content.
- g. To secure information related to the Cardholder, the Securing Party or other related parties unless such information is required to be provided for investigation related to a third party or provided under agreements of parties or at the Bank's discretion or as required by the competent authorities under legal provisions.

Article 7. USAGE LIMIT AND TRANSACTION LIMIT

1. Usage limit is the maximum amount that the Cardholder is allowed to use to make card transactions, up to 105% of total granted credit limit. When the Cardholder uses the Card for transactions in excess of total granted credit limit, the Bank shall apply over-limit fee in accordance with current fee schedule.
2. When the Cardholder uses up usage limit permitted by the Bank, the Bank shall have right to reject any transaction and suspend operation of the Card without prior notification to the Cardholder.
3. The Cardholder may require the Bank to consider increase/ decrease of granted credit limit. Depending on consideration by the Bank based on credit assessment results for the Card from time to time and financial capacity of the Cardholder, the Bank shall have right to adjust credit limit of the Card granted to the Cardholder by notifying in methods prescribed in these Terms and Conditions.
4. Transaction limit: For card transactions, the Bank has right to limit value of each and/or total transactions on the Card

per day and/or transaction cycle and/or changed by the Bank without prior notification to the Cardholder.

Article 8. STATEMENTS

1. The Cardholder shall receive Statements detailing card transactions, fees, interest incurred during transaction period, adjusting entries (if any), total amount due, minimum amount due, due date and other information on a monthly basis.

The Bank shall not send Statements to the Cardholder in the following cases:

- a. Having credit balance and there is no transaction made during the period;
 - b. Outstanding balance is zero and there is no transaction made during the period;
 - c. The debt is classified as level-3 bad debt or restructured;
2. Statements are prepared on a fixed day in a month that is fixed and notified by the Bank to the cardholder. Within 10 days from the Statement date, if the Cardholder gives no notification to the Bank, it shall be considered that the Cardholder has received Statements, details on Statements are true and the Cardholder agrees to pay the whole amount due specified on Statements. If the Cardholder makes any complaint on transactions shown on Statements, the Cardholder shall notify the Bank for settlement. Inability to receive or late receipt of Statements shall not release the Cardholder from responsibility for paying the Card's amount due.
 3. The Bank will make and send a Statement monthly to the Cardholder at the email address registered by the Cardholder under the Contract and/or provide the statement on electronic applications deployed by the Bank each period. In case the Cardholder desires to receive Statements in any other form, the Cardholder shall assume responsibility for paying costs incurred (if any) under regulations of the Bank from time to time.

Article 9. PAYMENT OF THE CARD'S AMOUNT DUE

1. The Cardholder assumes responsibility for fully paying amount due specified on Statements, interest, fees incurred (if any) no later than the due date specified on monthly Statements in "Payment due date" section. The Cardholder may choose to pay total amount due, minimum amount due or an amount more than minimum amount due to the Bank.
2. Payments shall be made by the Cardholder in the following order (or in any order the Bank thinks appropriate):
 - e. Fees;
 - f. Interest;
 - g. Cash withdrawal/money transfer transactions;
 - h. Payment transactions.
3. Card transactions made in foreign currencies (other than Vietnamese dong) shall be converted to Vietnamese dong at the exchange rate applied by international card organizations at the date of conversion Timo foreign exchange fee prescribed by the Bank from time to time.
4. If the Statement due date is on Saturday, Sunday, public holidays or Tet holidays or internal non-business days of the Bank, the Cardholder shall assume responsibility for paying the Card's amount due before 5.00 pm of the day preceding the due date, provided that the Bank does not fix any other due date. If payment is made after this time, the Cardholder shall bear all fees and interest incurred (if any).

Article 10. AUTOMATIC PAYMENT OF THE CARD'S AMOUNT DUE

1. The Cardholder may register service of Automatic payment of total amount due or minimum amount due if he/she holds a current account at the Bank or any organization signing agreements on automatic debiting for credit card payment with the Bank. The Cardholder shall ensure that the account fixed for automatic payment has sufficient balance before the date that the Bank makes automatic payment. In case balance of the current account is less than

- registered automatic payment limit, the Bank shall collect the whole remaining balance of the account to pay the Card's amount due and the Cardholder shall assume responsibility for directly paying the Card's amount due or the remaining amount due on the due date specified in Statements and bear all fees and interest incurred, if any.
2. Automatic payment for the Card is made by the Bank 01 (one) day before the due date specified in Statements. If balance of the current account is not enough on the date that the Bank makes automatic payment, the Bank may assist but has no obligation to make the 2nd (second) automatic payment on the due date to further collect insufficient debts in comparison with the limit registered by the Cardholder.
 3. If the Statement period is due on Saturday, Sunday, public holidays or Tet holidays or internal non-business days of the Bank, the Bank shall make automatic payment on the business day 02 (two) days prior to non-business days or public holidays or a business day the Bank thinks appropriate and is notified to the Cardholder in advance. If the Bank fixes another due date for such statement period, the date of automatic payment shall be changed accordingly and the Bank shall notify the Cardholder in advance.
 4. The first automatic debiting from the accounts of Viet Capital Bank's employees shall be made on the date of salary payment or a business day the Bank thinks appropriate, depending on each statement period and the Cardholder shall be notified in advance.

Article 11. INTEREST RATE

The Cardholder's amount due shall be subject to interest rate as follows:

1. Payment transactions, fees and interest:
 - a. If the Cardholder pays the whole Ending balance due before 5.00 pm of the Due date notified on Statements, the Cardholder shall be exempted by the Bank from interest applicable to all transactions made by the Cardholder and listed in such Statements, except for Cash withdrawal transactions. The Bank has right to change the time that the Bank requires the Cardholder to make payment and shall notify the Cardholder in any form the Bank thinks appropriate.
 - b. If the Cardholder only pays a portion of outstanding balance or pays the whole Ending balance notified on Statements against schedule prescribed in Point a), Clause 1 of this Article:
 - (i) Interest rate shall be applicable to all the sums listed in such Statements and any sum incurred in the following Statements (including all card transactions and fees, interest incurred on card account, if any).
 - (ii) Interest rate shall be applicable from the date that such sums incurred to the date that such sums are fully paid.
 - (iii) Interest amount payable by the Cardholder shall be notified on the next Statements.
3. Cash withdrawal transactions: Besides Cash withdrawal fee, the Bank shall charge interest to credited amount from the date that Cash withdrawal transactions are made to the date that the Cardholder pays total amount due incurred from Cash withdrawal transactions. The above interest shall be charged regardless of Statement date and due date.

Article 12. CONTRACT VIOLATION

1. The Cardholder shall be deemed in violation of the Contract in case the Cardholder fails to pay at least Minimum amount due until the next Statements are issued. If the Cardholder holds more than one Account at the Bank, a violation by the Cardholder on an Account shall be deemed the violation on all of other Accounts.

The Cardholder authorizes and allows the Bank to deduct money from all accounts of the Cardholder opened at the Bank or at any other organization (if any) to pay the Card's amount due without prior consent of the Cardholder.
2. When the Contract is violated, the Bank shall have full right to decide:
 - a. To terminate Card use and collect the whole debts;
 - b. Reduce the Card's credit limit;

- c. Reject transactions;
- d. Whether to agree or refuse to issue the Card to the Cardholder, notwithstanding the Cardholder meets conditions on Card issuance of the Bank, including new issue, re-issuance, replacement or extension of the Card;
- e. Apply one or more debt recovery measures, including initiating a lawsuit against the Cardholder;
- f. To act as the Cardholder to sign any/all documents and take any/all necessary actions to collect debts from the Cardholder;
- g. To apply overdue interest rate (equal to 150% of prevailing interest rate) to the whole amount due, in conformity with conditions on interest charging and under regulations published by the Bank from time to time;
- h. To list the Cardholder in the list of violating Cardholders (or equivalent lists) of the Bank, any State agency or other organizations at the Bank's discretion;
- i. To be given priority over other creditors, under legitimate procedures, in recourse to any debt by retaining any sum or asset held by the Bank;
- j. The Cardholder agrees to allow the Bank to deduct from registered accounts, other deposit accounts of the Cardholder opened at the Bank, savings books of the Cardholder to collect debts in methods selected by the Bank without any extra consent from the Cardholder. In case saving/ deposit accounts as collaterals of the Cardholder are written off or deducted to pay amount due, the Bank shall be released from responsibility for early termination of the Cardholder's deposit;
- k. The Cardholder agrees to allow the Bank to collect debts from salary, income of the Cardholder or from agencies and workplaces where he/she works or handle collateral for the secured card in accordance with agreements with the Bank, or apply handling measures for any other assets (not collateral) of the Cardholder to recover debts such as: recovering assets, selling assets, receiving the assets themselves to set off debts or other measures that the Bank is allowed to take in accordance with current law without confirmation of the Cardholder.
- l. In case the Bank applies all debt collection measures but cannot fully recover debts, the Cardholder shall still assume responsibility for fulling paying the Bank the whole remaining amount due, incurred until the Bank recovers all outstanding card balance.

Article 13. THE U.S. TAX OBLIGATIONS

- 1. U.S indicia under the U.S Foreign Account Tax Compliance Act (FATCA):
 - a. For individual customers: Individual customers have one of the following U.S. indicia as follows:
 - U.S. citizen or U.S. permanent resident holding green card or U.S resident (physically presenting/living in the U.S for more than 31 days in 01 year and more than 183 days in 03 years);
 - U.S. Place of birth;
 - U.S. residence address or a U.S. correspondence address (including a U.S post office box);
 - U.S. telephone number;
 - Having more than one payment order from or to an account maintained in the U.S.;
 - "In care of" or "hold mail" address is the sole address of the Customer in the U.S.;
 - Power of attorney or signatory authority granted to a person with a U.S address;
 - Related persons of individual customers have one of above U.S indicia of:
 - + The above individual customers (in case Related persons are individuals); or
 - + Institutional customers under Point b, Clause 1 of this Article (in case Related persons are institutions);

- b. For institutional customers: Institutional customers have one of the following U.S. indicia as follows:
- Hold U.S. business licenses and 100% owned by a U.S. citizen;
 - Incorporated in the U.S.;
 - U.S. registered office or a U.S. correspondence address (including a U.S. post office box);
 - U.S. telephone number;
 - Having more than one payment order from or to an account maintained in the U.S.;
 - "In care of" or "hold mail" address is the sole address of the Customer in the U.S.;
 - Power of attorney or signatory authority granted to a person with a U.S. address;
 - Controlling persons of institutional customers have one of above U.S. indicia of:
 - + Individual customers specified in Point a, Clause 1 of this Article (in case Controlling persons are individuals);
 - or
 - + The above institutional customers (in case Controlling persons are institutions)
2. The Cardholder confirms that the information declared under the U.S. tax law and provided in "Credit card application form and agreement" is true, accurate and complete. By ticking the appropriate box under "Information required under U.S. Tax Law" in that form, the Cardholder declared his/her tax status under the U.S. Tax Law. The Cardholder confirms that a false statement or misrepresentation of his/her tax status may lead to penalties under U.S. Tax Law, including Foreign Account Tax Compliance Act (FATCA) and he/she agrees that he/she shall be liable for any penalties.
 3. The Cardholder agrees to provide the Bank with such information and documents as required by the Bank from time to time. If there is a change in information provided by the Cardholder to the Bank, including but not limited to a change of his/her U.S. tax status or he/she becomes an U.S. citizen or resident, the Cardholder undertakes to notify the Bank in writing in any event within 30 calendar days from the date of change in order to modify and/or update information of the Cardholder which shall be valid for use and replace all information that the Cardholder previously provided to the Bank.
 4. Subject to applicable local laws or regulations, the Cardholder hereby allows the Bank and/or any of its Subsidiaries/Associates (including branches) to share information of the Cardholder to domestic and foreign tax authorities, regulatory authorities or third party service providers, in an unlimited manner, when necessary, to establish tax liability of the Cardholder in any jurisdiction.
 5. Where required by domestic or foreign regulatory authorities or tax authorities, the Cardholder consents and agrees that the Bank may withhold from his/her account(s) such amount as may be required under the applicable laws, regulations and instructions. The Cardholder irrevocably and unconditionally agrees that the Bank has full right to (i) close the account(s); (ii) terminate banking services; (iii) transfer account balance to any Subsidiary/Associate of the Bank as required by any tax authority. Accordingly, the Bank shall not be held liable for any tax or sum withheld as required by any domestic and foreign tax authorities, regulatory authorities and/or any loss or damage caused by the Bank's compliance with regulations of domestic and foreign tax authorities, regulatory authorities.
 6. The Cardholder commits to assuming responsibility for compensating the Bank for any loss or damage, including but not limited to fees and costs for recovery of such damage, caused by his/her violation and/or failure to comply with this commitment and/or Terms and Conditions on credit card issuance and use and supply of wrong information to the Bank. The Bank shall be entitled to do all acts to recover losses and damages suffered by it, including handling of assets owned by the Cardholder.
 7. The Cardholder agrees that the above commitments shall replace commitments made by the cardholder to the Bank under prior agreements.
 8. The Cardholder agrees to allow the Bank or its subsidiaries, associates (including Branches/Transaction Offices) to

comply with the U.S. tax regulations, including information providing to the competent authorities of the State, if necessary, to establish tax obligations under regulations.

9. The Bank shall assume no responsibility for any tax withheld on any reportable payments made to the Cardholder under the U.S. tax regulations.
10. Where required by domestic or foreign regulatory authorities, the Cardholder allows the Bank to withhold from his/her account required amount under legal provisions or orders of regulatory authorities.

Article 14. COMPLIANCE WITH TAX OBLIGATIONS

1. The Cardholder acknowledges that the Bank has no obligation to provide any tax advice. The Cardholder assumes self-responsibility for worldwide tax reporting and filing obligations for income related to account(s) of the Cardholder and understands that the Bank requires him/her to fully comply with tax obligations. The Cardholder shall assume responsibility for seeking independent tax advice for any transaction or instruction related to his account at the Bank. In the event where a referral is made by a third party for specific tax advice, contract for such tax advice is made between the Cardholder and the third party and any advice is provided, such advice shall belong to responsibility of such third party, and not of the Bank.
2. The Cardholder has obligation to provide all related information and documents at request of the Bank under legal provisions to enable the Bank to meet its legal, compliance and tax reporting obligations.

Article 15. TERMINATION OF CARD USE

1. Except for termination of Card use under other terms of these Terms and Conditions, the Bank and the Cardholder have right to unilaterally terminate Card use when Parties completely settled issues related to their financial obligations and Parties shall notify each other.
2. The Bank may unilaterally terminate Card use by the Cardholder and make early debt collection without notification under Clause 1 of this Article in the following cases:
 - a. The Cardholder violates obligations and commitments to the Bank under these Terms and Conditions and/or regulations of the Bank, legal provisions, regulations of payment related card issuance and use by the Bank.
 - b. Transactions have signs of abnormality for security of the Cardholder's Account.
 - c. The Cardholder is lost/dead; the Securing Party (if any) is dead without inheritors accepted by the Bank.
 - d. The Cardholder and/or the Securing Party supplies wrong information, including information providing before credit limit granting.
 - e. At request or for compliance with any judgment, decision, instruction of the competent authorities of the Government or any legal document, provision or under regulations of international card organizations.
 - f. The Cardholder has one or more loans and/or the Card classified as overdue debts at the Bank and/or other credit institutions and/or is likely to become insolvent, total amount due of the Cardholder under this Contract shall be deemed overdue and the Cardholder shall assume responsibility for paying total amount due. Other threats to solvency of the Cardholder.
 - g. No transaction is made on the Card of the Cardholder within 12 consecutive months.
3. After termination of Card use takes effect:
 - f. The Cardholder shall still keep assuming responsibility for paying all card transactions, fees and/or costs incurred, compensations for damages before or after termination.
 - g. Validity of the Contract shall be valid until the Cardholder complete all financial obligations to the Bank.
 - h. In case of termination of secured Card use, the Bank shall only release collaterals (if any) when the Cardholder fully pays total amount due in Card account.
 - i. Any credit balance without receiver and remaining in accounts terminated for more than 06 months shall be

property of the Bank.

Article 16. INVESTIGATION AND COMPLAINTS DURING CARD USE

1. In case of identification of mistakes or suspicion of mistakes regarding card transactions, the Cardholder shall have right to make investigation requests and make complaints within 60 days from the date of transactions to be investigated and subject to complaints.
2. Method for receipt of investigation requests and complaints: via Timo Care hotline: 18006788 or transaction locations exclusive for Customers of Timo Channel.
3. Investigation requests and complaints of the Cardholder shall be made in form of investigation requests and complaints issued by the Bank and provide transaction invoices or any relevant information and documents to prove the content of the complaint at the request of the Bank. In case the Cardholder complains, checks through the telephone switchboard, except for the case of complaints for fraud or failure to perform transactions, the Cardholder is not required to supplement the request for tracing or complaint. .
4. Handling of investigation requests and complaints: The Bank settles investigation requests and complaints and gives settlement results to the Cardholder in the following time limit:
 - a. For the Card with BIN issued by the State Bank of Vietnam, investigation requests and complaints shall be handled within no more than 45 business days from the date that the first investigation requests and complaints of the Cardholder are received;
 - b. For card with BIN issued by international card organizations, investigation requests, complaints shall be handled and the first response shall be made to the Cardholder within 60 days from the date that the first investigation requests and complaints of the Cardholder are received.
5. Handling of investigation and complaint results:
 - c. Within no more than 05 business days from the date that investigation and complaint results are notified to the Cardholder, the Bank shall compensate the Cardholder, under agreements and current legal provisions, for losses not caused by faults of the Cardholder and/or force majeure events, including but not limited to the following events: failure or incident resulting from errors of Automated Teller Machine, POSs and/or any device, machine of the Bank, technical failure from Information technology system of the Bank, faults of Internet, telecommunications and/or power service suppliers or any event beyond control of the Bank under legal provisions.
 - d. In case time limit for handling of investigation requests and complaints under Clause 4 of this Article expires but causes or faults of which parties have not been identified, within the next 15 business days, the Bank shall agree with the Cardholder on handling method or temporarily compensate the Cardholder for losses until the competent authorities give final conclusions specifying faults and responsibilities of parties.

Article 17. NOTIFICATIONS

1. The Cardholder commits that permanent residence address, temporary residence address, residence address, phone number and/or email (hereinafter collectively referred to as "Contact information") specified in the Agreement is current contact information of the Cardholder. The Bank can send all notifications, monthly Statements and sales promotions to the Cardholder during effective period of these Terms and Conditions and the competent authorities of the State can send invitation letters, notifications, service and publicly post based on the contact information to require the Cardholder to fulfill his/her obligations to the Bank. Instructions of the Customer via registered phone numbers (including but not limited to Card activation instructions) shall be binding on the Cardholder.
2. All notices of the Bank shall take effect after 07 days from the date of public announcement, posting, the Bank's notice sent to the Cardholder will be published:
 - On website <https://timo.vn/> or other website notified by the Bank from time to time; and or;
 - On the mass media, other electronic methods are deployed from time to time; and/or;

- Listing at transaction points exclusively for Timo channel customers; and/or;
 - Send to the address registered by the customer with the Bank such as email (e-mail), phone number, contact address...
3. By validating and agreeing to the Contract, the Cardholder agrees to receive notices, advertisements, and customer care in the form of texts, calls, messages, emails, notifications via apps... (including including but not limited to the content of notification of account balance fluctuations, OTP, introduction of products, services, promotions and other information for our operations without limitation in quantity. and time, unless the Cardholder has a different opinion expressed in writing, the Cardholder agrees to allow the Bank to record calls to improve service quality.
 4. The Cardholder shall be deemed to receive notifications and documents of the Bank/Timo Channel in the following cases:
 - a. Within 07 business days from the date of sending (the date that the postage stamp is affixed) in case of sending via mail;
 - b. On the date of sending in case of sending via facsimile, electronic mail (email), phone numbers registered by the Cardholder with the Bank; or
 - c. On the date of posting on the website specified in Clause 2 of this Article or the date that the Bank posts at subordinate transaction locations exclusive for /Timo Channel or the Bank sends a notice via e-banking application and/or other applications. other implemented from time to time.

Article 18. SUPPORTING SERVICES (ADDITIONAL SERVICES):

1. The Bank may provide / or connect to partners so that the Customer can use the added facilities (ancillary services) attached to the Credit Card of the Customer. These facilities may include reward point, cashback or mile programs, health insurance point, balance conversion mechanisms, money transfer programs, payment arrangements, card insurance, card installment programs and any other service notified by the Bank to the Customer or available services, from time to time. The Customer may contact the Bank/Timo Channel for more details about available services.
2. The Customer registers added facilities, the Customer shall be bound by Terms and conditions and/ or rules corresponding service contract of added utilities issued and announced from time to time by the Bank or its partners directly providing ancillary services. If there is any conflict between the terms of the add-ons and the credit card terms and conditions, the rules of the add-ons, shall prevail.
3. Customers are responsible for carefully learning all information, conditions, terms and rules for each add-on before registering. To find out the above information, please visit the Bank's website and/or the information channels of the partner directly providing ancillary services as notified by the Bank. Please view Terms and Conditions of supporting services publicly posted on website of the Bank or contact the Bank for more details.

Article 19. OTHER REGULATIONS

1. Amendment and supplement of these Terms and Conditions: The Bank is allowed to replace, amend and supplement these Terms and Conditions on credit card issuance and use and notify the Cardholder in methods including directly sending via mail (or electronic mail) to addresses provided by the Cardholder to the Bank or posting on website: <https://timo.vn/> or other website notified by the Bank from time to time and posting at transaction locations exclusive for Customers of the Bank/Timo Channel at least 07 days in advance. Replaced, amended and supplemented content shall be valid if the Cardholder still keeps using the Card after the above replacement, amendment and supplement take effect, unless the Cardholder disagrees by contacting the Bank to show his/her intention to terminate Card use under these Terms and Conditions.
2. Telephone correspondence: The Cardholder agrees that by making phone calls or accepting phone calls from the Bank or a Third party authorized by the Bank, the Bank or a Third party authorized by the Bank may record phone calls and use for purposes, including but not limited to, improvement of quality of products and services supplied to the Cardholder, supply of evidences during dispute settlement or administrative procedures and lawsuits (if any).

3. Transfer: The Cardholder is not allowed to partly or wholly transfer rights and/or obligations of the Cardholder under the Contract to any Third party. The Bank has right to wholly and/or partly transfer or assign its rights and/or obligations under the Contract in other forms to a third party by giving prior notification to the Cardholder. The Cardholder shall take any action or accept any document when the Bank instructs to affect the transfer and assignment prescribed in this Article.
4. The Customer acknowledges and agrees to the notification methods and security solutions provided by the Bank from time to time.
5. The customer commits to comply with the requirements and notices of the Bank in accordance with the law.
6. Governing law and dispute settlement: These Terms and Conditions are governed by the law of Vietnam. All disputes arising from or related to this contract and/or from services of the Bank shall be settled by Commercial arbitration or the competent People's Court under legal provisions.
7. Limitation of liability: Any lawsuit arising from the Contract or any related action that the Cardholder or any representative of the Cardholder may take against the Bank and liability of the Bank shall be limited to 350,000 VND (three hundred and fifty thousand Vietnamese dong only) or less, depending on actually proved losses.
8. Severability: If any term, condition or any part or item of these Terms and Conditions is declared invalid or unenforceable by the competent authorities of the State, such term and condition shall not invalidate other terms and conditions, partly or wholly items of these Terms and Conditions.
9. Secured Card: The Bank may agree with the Cardholder on security measures for payment for obligations of the Cardholder under the Contract. If the Card attached to security measures is issued by the Bank, security methods prescribed by the Bank shall be made in writing or by electronic method deployed by the Bank from time to time. Accordingly, this agreement shall constitute an integral part of the Contract.

Termination of credit granting to the Cardholder by the Bank for any reason may lead to termination of Card use and/or collateral write-off at discretion of the Bank.

10. Instructions of the Cardholder:
 - a. The Cardholder authorizes the Bank to perform works the Bank thinks appropriate based on instructions of the Cardholder to the Bank. Instructions of the Cardholder may be notified or exchanged with the Bank from time to time via mail, telephone and facsimile registered with the Bank.
 - b. The Bank has right to request that these instructions of the Cardholder shall be sent in a specific form or these instructions shall be confirmed in writing or otherwise before the Bank performs works based on these instructions. The Bank has right to handle instructions of the Cardholder as completely authorized. The Cardholder is bound by responsibility for implementing steps related to these instructions. The Bank assumes no responsibility for damages caused by consequences of implementation of or compliance with instructions of the Cardholder.
 - c. The Bank has right but not obligation to identify that the person accurately providing information of the Cardholder registered with the Bank is the Cardholder. The Bank may identify the Cardholder by checking information registered by the Cardholder via phones or valid data messages.
11. Language: The main language used in Credit card application form and agreement, Terms and Conditions on credit card issuance and use and related documents between the Bank and the Cardholder is Vietnamese. In case foreign parties are involved, Parties may agree to use the version in common foreign languages and Vietnamese version or bilingual version (Vietnamese and common foreign languages).. In case of discrepancy between the Vietnamese version and the version in foreign languages, Vietnamese version shall prevail.