

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

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

Article 1: Explanation of words

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

- 1.1. "Bank": means INDOVINA LIMITED (IVB) which organizes and implements card issuance and payment, including head office, branches, transaction offices and affiliated business units.
- 1.2. "Cardholder" means an individual or organization issued a card by the Bank for use, named on the card. Cardholder includes both Primary Cardholder and Supplementary Cardholder. Primary Cardholder is the owner of the personal account or organization which is opened at the bank, signs the contract of issuance and card usage of the Bank and holds the last responsibility for the Bank. The Supplementary cardholder is an individual who is authorized by the Primary cardholder to use the Card and the Primary Cardholder undertakes in writing to perform all obligations arising out of the use of the Card under the contract.
- 1.3. "Card Payment Organization" ("CPO") means financial institutions authorized to provide card payment services through the Card Acceptance Unit and / or cash advance point and / or ATM in a legal manner.
- 1.4. "Card Accepting Unit" (Merchants): Organizations and individuals that accept payment for goods and services by card under card payment contract signed with CPO, provides services of top up, cash advance through cards.
- 1.5. "Automatic Teller Machine" (ATM) is an automatic teller machine where the Cardholder can use the card to send, top up, withdraw cash, transfer money, pay bills, service, inquiry account, change PIN, inquiry card information or other services provided by the Bank.
- 1.6. "ATM Card" means a debit card issued by a bank on the basis of a customer's deposit account in accordance with the terms and conditions agreed upon by the parties and used to carry out "card transactions". ATM Card is not transferable.
- 1.7. "Account": is a current account of the cardholder opened at the bank to be issued PREMIUM card and to serve for card transactions of the Cardholder.
- 1.8. "Personal Identification Number" (PIN) is a security code issued by the Bank to a Cardholder for the first time and then changed by the Cardholder in accordance with the Bank procedure defined for use in Card transactions.
- 1.9. "Card transaction" means a transaction made by card (deposit, top up, cash withdrawal, fund transfer, payment for goods and services), and using other services at Merchants, ATMs, on internet and / or other commerce channels as regulated by the Bank.

- 1.10. "Transaction receipt": is a document confirming the Card transaction performed by the Cardholder at the Merchant. A transaction receipt is regarded valid when information on the transaction receipt matches with ones personalized on the card
- 1.11. "International card organization" (ICO) is an organization established in a foreign country in accordance with the provisions of the law of foreign countries, having agreements with Card issuance bank, CPO and other related parties for cooperation of card issuance and payment with code of issuance organization issued by ICO, in accordance with the provisions of Vietnamese law and international commitments.
- 1.12. "Transaction Day": is the date on which the Cardholder makes Card Transaction/ incur transaction fees because of Card transaction of Cardholder.
- 1.13. "Transaction implementation Date" is the date on which the Card Transaction is processed / updated by the card management system of ICO and / or IVB.
- 1.14. "Contract for card issuance and usage" means a written agreement between the Bank and the Cardholder on the issuance and card usage.
- 1.15. "Contract for card payment" means a written agreement between a bank and a Cardholder or with CPO (if any) on delivery of card payment.

Article 2: Rights and responsibilities of Cardholder

2.1. Rights of the Cardholders

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

2.2. Responsibility of the Cardholders

- Provide complete and accurate information required by the Bank when signing the Contract of card issuance and usage and be responsible for the truthfulness of the information that he / she provides.
- Come to the Bank by himself/herself for receiving card or authorize the Bank to send the card and notify the PIN by mail or by a third party. If the card is sent by mail or by a third party, the Cardholder needs to sign in the attached form when receiving card, send it to Bank, accept the risk and give no complaints to the Bank.
- Individuals who are authorized by the cardholder to use the card of the Bank must maintain the card; keep PIN, other cardholder identification numbers, card information and transaction information in security manner; not to disclose card information; inform and coordinate with the Bank to deal with the occurrence of card loss, investigation request and complaint. Cards are not allowed to be transferable by the Cardholder.

- Be fully responsible for all card facilities issued by the Bank for the card or for all Card transactions that made by the Cardholders made (whether voluntary or involuntary) as well as all related fees that might occurred.
- Effect payment to the Bank for all expenses related to Card transactions made by Cardholder, even in case that the Cardholder does not sign for confirmation on Transaction receipt.
- In case the Cardholder registers to use the Card to conduct transactions via the internet, via email, telephone or using transaction that in the status of No Card Present such as online payment service (E-commerce) or other contactless payment services, Cardholder is fully responsible for any arising risks (if possible) occurred from these transactions.
- Responsible for receiving goods / services and the quality of goods / services which is paid via the card; responsible for resolving disputes with Merchants.
- Undertake to inform personal identification documents, providing complete, timely, accurate information on any changes that is different from the information registered with the Bank and / or at the request of the Bank to serve the process of card transactions, to verify the data, to settle disputes and complaints related to card transactions.
- Give notice by fastest means to the Bank when card is stolen, lost, when PIN code is revealed or in the suspicion of card being exploited by directly contacting to the nearest branches or telephone number (028) 38421048 or 1900588879. After that, the cardholder must submit the request (form of the Bank) within 5 working days since the date the Cardholder gave offer to check through the Call Center, so that the Bank might serve at the basis for processing the investigation.
- Maintain the minimum balance on the account as regulated by the Bank from time to time, which is posted at the Bank transaction office address or publicized on the Bank's website or notify the Cardholder by means among one of these notification methods in Article 4 of this Terms and Conditions; and at the same time the Cardholder is responsible for full payment of fees related to card transactions according to the Table of Fees for Card Service, stipulated by the Bank from time to time.
- Request the Bank for investigations or complaints against card transactions within 60 (sixty) days since the date of transactions being made.
- Other responsibilities as stipulated in the contract for issuance and card usage and the provisions of law.

Article 3: Rights and Responsibilities of Bank.

3.1.The right of the Bank

- a. The Bank has the right (but not the obligation) to take necessary measures including blocking or refusal of card transactions, temporary locking of accounts and / or to take other measures, in the following circumstances:
 - Card transactions are not made by the Cardholder himself/herself;
 - Due to Anti-money laundering provisions in accordance with the law;
 - At the request of a competent government agency;
 - In suspicion of card fraud or lost;

- To protect card account and / or to prevent damage to the Bank and / or Cardholder;
- Card transaction is found to contain having contents in contrary to law or in contrary to the practice of card usage;
- Cardholder violates any contract, agreement or commitment signed or committed to the Bank;

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

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

3.2. Responsibility of the Bank

- Comply with regulations on card issuance and payment.
- Respect the rights of the Cardholder.
- Comply with the law on personal data protection, personal privacy, confidentiality of information related to cardholders, confidentiality of documents, card information, card transactions and account of the owner card, unless required by the competent authority.
- Apply two ways of receiving information for checking and complaining from the Cardholder including: via telephone (028) 39421048 or 1900588879 (with sound recording, 24 hours operation, 7 days a week) and via transaction offices of the Bank; in order to ensure the authentication of the information that the Cardholder has provided to the Bank.
- Immediately take measures of locking the card after receiving request by the Cardholder due to suspected fraud or loss and take full responsibility for the total amount of money incurred to cardholder, due to the usage of the card after the time card has been locked. At the same time, the Bank will cooperate with related parties to implement other necessary measures to prevent possible damages since the receipt of the Cardholder's notice of the card being lost, stolen, PIN revealed or suspected of being used.
- To be responsible for problem solving of card inquiries and complaints from Cardholder relating to card usage.

- Release the card swallowed in the ATM to the Cardholder or authorized individual within 05 working days since the date of receiving the Cardholder's notice.
- Other responsibilities as stipulated in the contract of card issuance and card usage and in provision of the law.

Article 4: Notification

In the event of any change in the Table of Fees for Card Service and / or any condition of this terms and condition, the Bank will make publicize available information in one of the following ways: (i) of NH, (ii) mass media; (iii) posting up at the Bank's address; (iv) send information to the Cardholder via post, email, fax, message, registered phone; (v) other methods as agreed by the Cardholder.

All these changes are considered as receipt by the Cardholder:

- + Within 03 (three) days since the date of sending (by postmark), if sent by mail; or
- + On sending date if sent by fax; or
- + On receiving date if sent via means of automatic message, email, direct phone.
- + For changes in Table of Fees for Card Service: the time duration from the Bank's notice to the applicable changes in fee is 07 (seven) days and the changes will take effect on the date specified in the notice.
- In case the cardholder does not agree with the changes, he/she has the right to terminate the use of the card to the bank. If the Cardholder continues to hold for the card usage, Card transactions incurring after the time of the Bank notice is considered as that the Cardholder accepts the changes of the Table of Fees and / or this Terms and Condition.
- Any notice, confirmation, request from the Cardholder to the Bank must be made in writing form, and Cardholder must sign and send to the Bank. However, the Bank may (but is not obliged to) accepts and executes such requests by fax, telephone or email which the Cardholder has registered or notified in writing to the Bank from time to time.
- All notifications (if any) of changes to any terms and conditions of this Terms and Conditions will be notified by the Bank to the Cardholder under this Terms and Conditions, and shall become an integral part of this Terms and Conditions.

Article 5: Settlement of disputes

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

and conditions of this Terms and Conditions within that jurisdiction and / or any other jurisdiction. .

- The failure or delay of exercising the rights and obligations of the Bank under this Terms and Conditions shall not be considered as a waiver of all or part of the rights and obligations of the Bank, unless the Bank informs in writing of the denial of rights and obligations.

Article 6: Implementing Provisions

- The Cardholder and the Bank confirm that they have read, understood and agree to the above terms and conditions, commit to strictly comply with the conditions and terms stated in these terms and conditions, as well as the current laws of Vietnam.

- The contents not being stipulated in this Terms and Conditions will be applied in accordance with the laws of Vietnam as well as the agreement between the Cardholder and the Bank.