

APPENDIX 4: TERMS AND CONDITIONS OF CARD SERVICES FOR INSTITUTIONAL CUSTOMERS ON ONLINE BANKING

ARTICLE 1. DEFINITIONS OF TERMS.

As used in these Terms and Conditions, the following terms shall have the following meanings:

1. **IVB:** is Indovina Bank Limited.
2. **Card:** is a payment method issued by a card issuer to carry out card transactions under the conditions and terms agreed upon by the parties. The card specified herein is a card issued by IVB to the Cardholder for the Cardholder to make card transactions. The Card includes both the Primary Card and the Supplementary Card(s) (if applicable).
3. **ĐKĐK:** Terms and Conditions.
4. **Card user:** including Cardholders, Card Authorized Persons .
5. **Cardholder (Institution):** is a legal entity legally established and operating in accordance with the provisions of Vietnamese law and accepted by IVB to issue the Card for use within the granted credit card limit; is the legal entity in the name of IVB that enters into a contract for issuance and use of the Card with IVB.
6. **Authorized user:** is an individual authorized by the Cardholder to use the card. The person authorized to use the card must have a valid labor contract at the organization with a contract term of 01 (one) year or more.
7. **The function of Card services:** is a set of utilities and operations that IVB provides to users in the process of using the card. Includes functions as follows:
 - a) Transaction
 - b) Statement
 - c) Payment
 - d) Installments
 - e) Settings
 - f) Request
8. **International Card Organizations (ICO):** an agent providing services on connecting processing system of international card transaction.
9. **Card Payment Organization (CPO):** are credit institutions that are legally permitted to provide card payment services through merchants and/or cash advance points and/or ATMs.
10. **Merchants:** means an organization or individual that accepts payment for goods and services by card under a card payment contract signed with a Card Payment Organization.
11. **Automatic Teller Machine (ATM):** is a device that the Cardholder can use to perform transactions such as: sending, depositing, withdrawing cash, transferring, paying bills for goods and services, inquiring about account information, changing PIN, looking up card information or other transactions as prescribed by IVB.

12. **Personal Identification Number (PIN):** means the Card user's confidential personal identification number, used for cash withdrawal or other Card transactions. It shall be deemed as the Card user's signature under electronic transactions.
13. **Card transaction:** means the use of the Card to pay for goods, services or cash withdrawal transactions that the Card User is allowed to make with a credit card issued by IVB.
14. **Date:** means a calendar day. **Working days:** from Monday to Friday of the week except for public holidays and Tet holidays according to the regulations of the State of the Socialist Republic of Vietnam.
15. **Transaction date:** means the date on which Card user's card transaction occurs or the date on which interest and fees are incurred for the Credit Card.

ARTICLE 2. CONDITIONS FOR PROVIDING AND USING THE FUNCTION OF CARD SERVICES FOR INSTITUTIONAL CUSTOMERS ON ONLINE BANKING.

1. Scope of use of the function of card services.

The card can be used to pay for goods and services at merchants, on the Internet/mobile applications and/or to make cash withdrawals, bank transfers, bill payments, deposits at ATMs, deposits and withdrawals from e-wallets and/or other transactions in accordance with IVB's regulations at ATMs and/or or other transaction channels in accordance with IVB's regulations, in accordance with the provisions of law published on IVB's official website from time to time.

Functions in card services provided by IVB on the online banking system include:

- a) Transaction
- b) Statement
- c) Payment
- d) Installments
- e) Settings
- f) Request

2. Conditions for providing card services.

The customer has successfully registered for the Online Banking Service and the function of Card Services.

ARTICLE 3. FEE FOR USING THE FUNCTION OF CARD SERVICES .

1. The list of fees, fee tariffs, and minimum fees applicable to the use of Cards and Card services on Online Banking shall be issued by IVB from time to time and posted at transaction locations and/or published on IVB's website.
2. The tariff of interest rates and service sharges is an integral part of these Terms and Conditions. IVB may change the tariff of interest rate, fee list, interest rate and fees during the use of the Card by the Cardholder and will notify the Cardholder in the forms specified in the Terms and Conditions of each Card product, and the effective time of these changes is mentioned in the notice to the Cardholder.

ARTICLE 4. CASES OF TERMINATION, REFUSAL OR SUSPENSION OF THE USE OF THE FUNCTION OF CARD SERVICES ON ONLINE BANKING.

1. The Cardholder actively requests to temporarily lock or cancel the service;
2. The Cardholder is involved in card risk and fraud or does not make the necessary efforts to prevent card risk and fraud;
3. Occurring cases related to counterfeiting and risk management, transactions with abnormal signs, in order to ensure the safety of the Cardholder's Card account;
4. The information provided by the Cardholder is inaccurate or the issuance of the Card is fraudulent;
5. Cardholders who violate IVB's regulations on the use of the Card or violate laws related to the use of the Card;
6. The Cardholder provides false information, including information provided before being granted the card limit;
7. The Cardholder falls into one of the following cases: loss of civil act capacity, restriction of civil act capacity, prosecution/prosecution/criminal trial, death, declared dead or missing by the Court; The Cardholder is involved in lawsuits and cases which, according to IVB's assessment, may seriously affect the Cardholder's ability to repay debts;
8. At the request, directive or decision of a competent state agency or any legal document or regulation or as prescribed by the International Card Organizations;
9. The maintenance of the issued card/card limit leads to IVB's violation of internal credit regulations or relevant laws;
10. Other cases as prescribed by law.
11. Termination of the Card does not affect the validity of these Terms and Conditions. The contents of the Terms and Conditions remain binding on the parties.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF CUSTOMERS.

1. The Customer shall has the right to:
 - a) To use all the features of the Card Services on Online Banking within the scope registered and provided by IVB.

The use of services in accordance with IVB's regulations and instructions shall be sent to customers or posted on www.indovinabank.com.vn website or announced at the Bank's head office/transaction points. In case of any change in the service manual, the Customer acknowledges and agrees that IVB will only need to post on [the www.indovinabank.com.vn](http://www.indovinabank.com.vn) website without any further notice from the Bank.
 - b) Confidentiality of personal information, account information, card information and transactions in accordance with the law.
 - c) Send requests, traces, complaints with abnormal transactions or system errors within the specified time limit.
2. The Customer shall has the obligation to:

- a) At its own expense, fully equipped and regularly maintained to ensure the quality of all kinds of machines, connected equipment, system software, application software, etc. to be able to connect and access the Card Services securely.
 - b) Ensure that the information provided is accurate, truthful and responsible for all transactions arising from the account/user.
 - c) Compliance, absolute security of login credentials, authentication codes, access devices, and not sharing with third parties.
 - d) The customer agrees to allow IVB to automatically debit the registered account to pay for the expenses owed to the Card Services that the customer uses.
 - e) Regularly check transaction history, statements and timely notification of errors.
 - f) Comply with the bank's regulations and the law on the use of card services.
 - g) Notify in writing according to IVB's form as soon as there is any change related to the Customer's email address, contact phone number, authorized person or other information that the customer has registered with the Bank. Unless notified of the change in accordance with the customer's regulations, IVB will continue to provide services via email address, contact phone number and other information that the Customer has registered.
3. Other rights and obligations as prescribed in these Terms and Conditions and relevant agreements (if any).

ARTICLE 6: RIGHTS AND OBLIGATIONS OF IVB.

1. IVB shall has the right to:
 - a) To suspend, refuse, or terminate the provision of services in cases of violation of regulations, fraud, or at the request of competent state agencies.
 - b) Collect service fees according to the announced fee tariff, adjust the fee tariff according to regulations with the notice posted on the www.indovinabank.com.vn website.
 - c) IVB is not responsible for any direct or indirect damages suffered by customers arising from or due to:
 - i. Customers violate information security regulations, leading to others using this information to use the Card Services or access the information provided by the Card Services; or
 - ii. Customers violate the integrity or authenticity of the message sent to customers; or
 - iii. That the message is made by a third party who in any way connects their device to the phone number registered by customers; or
 - iv. Interruptions, delay, lateness and slowness, unavailability or any incidents occurring in the process of providing Card Services due to causes beyond IVB's reasonable control, including interruptions due to Card Services needing to be upgraded, repaired; internet service provider transmission line errors; or in cases where IVB's system and technical infrastructure have problems stemming from the fault of IVB's service provider or IVB's system and technical infrastructure or the customer's personal information and electronic devices are forged, stolen, or infringed upon by others, harmed by viruses,

spyware, adware or any act of interference or cyber attack for the purpose of sabotage or harm.

- v. Force majeure cases (events that occur objectively, unpredictably and irreparably such as natural disasters, strikes, terrorism, wars, epidemics, etc. despite applying all necessary procedures and permissible possibilities to remedy) in accordance with the law or at the request or directives of competent State agencies or objective obstacles (which are obstacles affected by objective circumstances that make the customer unable to know about the rights, their legitimate interests are infringed upon or they are unable to perform their civil rights or obligations).
 - d) IVB reserves the right to change or suspend the provision of Card Services due to system upgrades and repairs. However, IVB is responsible for notifying customers in advance of the change or suspension. In case the customer does not agree with the change and suspension of the provision of IVB's services, the Customer has the right to request the termination of the use of IVB's services in writing according to IVB's form.
 - e) IVB does not accept the unilateral cancellation of payment instructions that the Customer has successfully made. The cancellation must be made before IVB executes the customer's payment instructions and is agreed by IVB.
 - f) IVB is not responsible for errors and confusion in the following cases: Customers enter incorrect, incomplete or inaccurate information leading to mistaken payment transactions in the function of Card Services or the remaining amount in the Customer's account is insufficient to make card payment transaction or exceeds the payment limit.
2. IVB shall has the obligation:
- a) IVB ensures the stability, safety and compliance with relevant legal regulations of the system.
 - b) Confidentiality of information as prescribed in these Terms and Conditions.
 - c) Customer support, providing functional, stable, secure and supporting customers during the use of the function of Card Services.
 - d) Update transaction status and customer requests accurately, timely and transparently.
 - e) Settle requests for tracing and complaints of customers according to regulations.
 - f) Save transaction traces and access logs for inspection and tracing when necessary.
3. Other rights and obligations as prescribed in these Terms and Conditions and relevant agreements (if any).

ARTICLE 7: THE FEATURES OF CARD SERVICES.

1. Transaction

- a) **Description:** Allows customers to look up card transaction history details including: time, merchants, amount, currency, transaction code, transaction status.
- b) **Conditions of use:**
 - i. Customers who have registered and are using Online Banking Services.

- ii. Customers must log in to the Online Banking system.
- iii. Customers have a corporate card issued by IVB.
- c) **Responsibilities and obligations:**
 - i. **Banking:** ensure that card transaction data including time, merchants, amount, currency, transaction code, transaction status are fully and accurately displayed; Updating data on schedule: (i) Successful transactions are recorded in a timely manner right on the Online Banking system, (ii) Suspended and pending transactions are displayed and updated in the correct status; the time to update the limit and available balance as soon as the transaction is recorded.
 - ii. **Customers:** Actively check and compare card transactions through: (i) Monthly statements provided by IVB; (ii) Online Banking notification channels; (iii) Information on receipts, transaction documents or e-invoices at card-accepting units. Promptly notify IVB if detecting errors, any abnormal signs of transactions that have been and have not been recorded on the statement (Posted-Unposted) including but not limited to: (i) Transactions not made by the customer; (ii) The transaction has an incorrect amount, time or card acceptor when matching the online banking system with documents, invoices, receipts; (iii) The transaction is pending but still debited.
- d) **Note:** Some international transactions may not be displayed immediately on the system due to the time of data transmission, receipt and processing between international payment systems and IVB's Online Banking system such as time differences, time zones, etc. These transactions will temporarily show up as "Unposted".

2. Statement

- a) **Description:** Provide monthly Credit Card statements: statement periods, balances, and details of each statement period including: Credit limit, total balance, payment term, payment amount.
- b) **Conditions of use:**
 - i. Customers who have registered and are using Online Banking Services.
 - ii. Customers have a credit card issued by IVB.
 - iii. The statement period has been created by the system on a fixed date each month.
- c) **Responsibilities and obligations:**
 - i. **Banking:** provide accurate statements, on time according to the statement schedule and send statements to customers through previously registered channels (email, address, electronic statement, fax, etc.). Ensure the principle of confidentiality of statement information.
 - ii. **Customers:** Check and understand the content of the statement and pay on time. Raise complaints if there is any a deviation in the time specified in Article 8 of this Terms and Conditions.

3. Payment

- a) **Description:** Allows customers to pay credit card balances online (full balance or minimum or other amount) via Online Banking from a bank account.

- b) **Conditions of use:**
 - i. Customers who have registered and are using Online Banking Services.
 - ii. Have a valid current account and sufficient balance to make payments.
- c) **Responsibilities and obligations:**
 - i. **Banking:** recording and processing transactions accurately, promptly reflecting on the card balance and on the system. Notification of the status of transaction results. Other Rights and Obligations are set forth in the Terms and Conditions of Card Services for Institutional Customers on Online Banking.
 - ii. **Customers:** are responsible for ensuring that the account has sufficient funds and implementing transaction authentication methods such as: entering passwords, PIN, face scans or other authentication methods as promulgated by IVB in each period in accordance with the provisions of law. Track payment history to confirm the transaction was successful. Other Rights and Obligations are set forth in the Terms and Conditions of Card Services for Institutional Customers on Online Banking.
- d) **Note:** Customers who pay after 05:00 PM will be recorded on the next working day.

4. Installments

- a) **Description:** Allows to register and convert spending transactions that meet conditions such as minimum value, type of valid transaction, status of the card, etc. into installment payments with terms and interest rates according to IVB's policies and regulations issued in each period in accordance with the provisions of law.
- b) **Conditions of use:**
 - i. Customers who have registered and are using Online Banking Services.
 - ii. Transactions eligible for conversion into installments are specified by IVB from time to time.
 - iii. Register for installment conversion within the prescribed time limit according to IVB's instructions in each period.
 - iv. The card is still valid, not overdue.
- c) **Responsibilities and obligations:**
 - i. **Banking:** Provide transparent information, fully display fee/interest rate, term (refer to any). Update the registration or installment conversion information on the statement and online banking channel. Other Rights and Obligations are set forth in the Terms and Conditions of Card Services for Institutional Customers on Online Banking.
 - ii. **Customers:** Actively send a request for registration or installment conversion. Read the conditions carefully, understand the fee schedule, interest rate, term and confirm and commit to pay installments in the right transaction. Other Rights and Obligations are set forth in the Terms and Conditions of Card Services for Institutional Customers on Online Banking.
- d) **Note:** Not applicable to cash withdrawals or transactions that have shown signs of fraud that are transactions with unusual, unauthorized characteristics or contrary to normal consumption behavior of the cardholder.

5. Settings

a) Card Activation:

- i. **Description:** Allows customers to proactively activate newly issued cards via Online Banking channel to start using.
- ii. **Conditions of use:** Customers who have registered and are using Online Banking services. The card must be in the "Inactive" status on the system. The customer is the Cardholder (Legal representative). The card has not been reported as lost, damaged, or shows signs of fraud.
- iii. **Responsibilities and obligations:**
 - (i) **Customer:** Authenticate full information as required when activating the card (OTP code/PIN/biometrics). Be responsible for any transactions that occur after the card has been activated.
 - (ii) **Banking:** Ensure that the activation process is compliant with security policies and multi-factor authentication. Record the activation history as a basis for comparison in case of disputes.

b) Lock/ Unlock Card:

- i. **Description:** Allows customers to proactively temporarily lock or unlock cards via Online Banking.
- ii. **Conditions of use:** Customers who have registered and are using Online Banking services. The card is in an active state, and is not locked by the Bank. The customer is the Cardholder (Legal representative).
- iii. **Responsibilities and obligations:**
 - (i) **Customers:** Proactively lock the card in case of suspected fraud, loss of the card, or temporary no need to use it. Be responsible for transactions that arise before the lock-up time.
 - (ii) **Banking:** Ensure that the Lock/ Unlock card process complies with IVB's policies issued in each period. Record the history of Lock/ Unlock Card as a basis for comparison in case of disputes.

c) Lock/Unlock online payment:

- i. **Description:** Allows customers to actively Lock/Unlock the online payment feature with card on the Online Banking.
- ii. **Conditions of use:** : Customers who have registered and are using Online Banking services. The card is in an active state and is not locked by the Bank. The customer is the Cardholder (Legal representative). Not applicable to cards that are suspected of fraud, are under investigation or are restricted by the competent authorities.
- iii. **Responsibilities and obligations:**
 - (i) **Customer:** Responsible for the transaction that arises if this function is opened and the card is abused. Actively lock the feature when there is no need to limit the risk of card information disclosure.

- (ii) **Banking:** Ensure that the online payment lock/unlock process complies with IVB's policies in each period. Record the status of online payment on the system. Assist customers in verifying relevant irregular transactions. Record history as a basis for comparison in case of disputes.

6. Requirements Management

- a) **Description:** Allows the Customer to track the processing status of card payment requests and card customization requests including: Card Activation, Lock/Unlock Card, Lock/Unlock Online Payment, Registration/Stop auto payment registration submitted on the Online Banking system.
- b) **Conditions of use:** Customers who have registered for Online Banking service. There is a request that has been submitted through Online Banking.
- c) **Responsibilities:**
 - i. **Banking:** Update the status of the request on schedule, handle transparently in accordance with the process, provide the reason for rejection (if any).
 - ii. **Customer:** Track the status of the processing and provide replenishment if required by the bank. Respond if there is any abnormality.

ARTICLE 8: HANDLING OF COMPLAINTS AND DISPUTES.

1. Receiving complaints about Card Services on Internet Banking

When detecting errors or suspecting errors in card transactions, customers have the right to request a complaint within 60 days from the date of occurrence of the incident or receipt of notices/statements/abnormal transactions.

The time limit for tracing or other complaints related to card transactions is specified in the Terms and Conditions for issuance and use of IVB's corporate credit cards issued from time to time.

2. Dispute Resolution

- a) If any dispute arises or is related to the use of the function of Card Service , the Customer and IVB will prioritize resolving it together through negotiation and mediation. In case of unsuccessful conciliation, the parties have the right to bring such dispute to a competent People's Court in Vietnam for settlement.
- b) After the complaint is resolved by the competent state agency, if the customer's complaint is not related to IVB's fault, the customer will have to bear all costs arising from the handling of the complaint, according to the regulations of the competent state agency.

3. Applicable Law

These Terms and Conditions are made and governed by the laws of Vietnam.

ARTICLE 9. INFORM, AND PROVIDE INFORMATION.

- a) The information on the Terms and Conditions of Card Services for Institutional Customers on Online Banking as well as related information provided by the bank to customers can

be through the following forms: certified mail, mail, fax, direct mail, send messages to mobile phone numbers, post them at transaction points or publish them on the bank's website: www.indovinabank.com.vn. At that time, if the content does not mention the validity period, the time to determine that the Customer has received the information is as follows: (i) Fax: the time of successful fax notification to the fax number that the Customer has registered with IVB; (ii) by postmark if sent by mail to the contact address that the Customer has registered with IVB; (iii) the time the email is successfully sent (if it is an email) to the email address that the Customer has registered with IVB; (iv) the time when the Customer signs the receipt (if it is sent to the address of the Customer registered with IVB); (v) the time the notification message was successfully sent to the phone number that the Customer has registered with IVB; (vi) the time of posting information on the website, (vii) the time of completing the listing at the Bank's transaction point or (viii) other times according to the sending method prescribed by the Bank.

- b) For any questions, requests for tracing, complaints to the customer's own Card Services function during the use of the service, please contact IVB's Customer Service Center 24/7 at 1900 588 879 or at any IVB transaction points nationwide. For confidential information related to accounts, account transactions, card information... The Customer agrees to comply with the procedures for providing information in accordance with the Bank's regulations.

ARTICLE 10. OTHER AGREEMENTS.

- a) The parties commit to strictly comply with the contents of the Terms and Conditions of Card Services for Institutional Customers on Online Banking and the attached amendments, supplements and appendices.
- b) The main language used in the Terms and Conditions of Card Services for Institutional Customers on Online Banking and related documents and documents between IVB and the customer is Vietnamese;
- c) In the course of implementation, the parties acknowledge the original legal validity of the documents in the form of electronic data messages, electronic documents and bind them to the parties as notified by the traditional method.
- d) The Parties agree that the provision(s) of these Terms and Conditions shall be valid independently of each other unless expressly referenced correctly and completely. The invalidation of one or more of the provisions of these Terms and Conditions shall not affect the validity of the other provisions. In case any provision is invalidated, the two parties commit with all their efforts to adjust it in accordance with the provisions of law for implementation.
- e) In case a foreign party participates, the parties may agree to use a common foreign language enclosed with the Vietnamese version. In case of any conflict between the Vietnamese version and the foreign language, the Vietnamese version shall prevail.

- f) These Terms and Conditions of Card Services for Institutional Customers on Online Banking are an integral part of the Application cum Contract for Account Opening and Corporate Services or the Application for Registration to Use Services on IVB's Online Banking System issued from time to time.
- g) These Terms and Conditions are effective from the time of promulgation and are publicly posted on website www.indovinabank.com.vn and mobile application IVB Mobile Banking and replace these previous Terms and Conditions.
- h) In case the Customer registers and uses the service according to the previous Terms and Conditions (if any), if the Customer continues to use the services after the date of posting these Terms and Conditions of Use, IVB automatically understands that the Customer has understood, agreed and agreed to the contents of this Terms and Conditions.

ARTICLE 11: CHANGES TO THE CONTENT OF THE TERMS AND CONDITIONS OF USE OF THE SERVICE.

- 1. IVB may change the terms and conditions of Terms and Conditions of Card Services for Institutional Customers on Online Banking by announcing on IVB's official website or at IVB's transaction points.
- 2. IVB has the right to change the website address, screen interface of the service, contact information and notify customers of these changes.

ARTICLE 12: VALIDITY OF TERMS AND CONDITIONS OF USE OF THE SERVICE.

- 1. These Terms and Conditions of Card Services for Institutional Customers on Online Banking are effective from the date the Customer registers to use the Online Banking service until the Customer stops the service.
- 2. In case the Customer has stopped using the service, the Customer is still bound by these Terms and Conditions and other agreements related to the Customer's rights and responsibilities that the Customer has not completed at the time of termination of service.