



TERMS AND CONDITIONS OF USE OF DONGA BANK VISA CREDIT CARD

ARTICLE 1. EXPLANATION OF TERMS

- 1.1. **DongA Commercial Joint Stock Bank** (briefly referred to as “DongA Bank”) means the bank issues and settles DongA Bank Visa Credit Card.
- 1.2. **Terms and conditions of use of DongA Bank Visa Credit Card** is briefly referred to as “this Term”.
- 1.3. **DongA Bank Visa Credit Card** (briefly referred to as “Card” or “Credit Card”) means the type of Credit Card of DongA Bank and is issued by DongA Bank, used and paid inside and outside the scope of territory of Vietnam. The Card has the effective period of use written on the Card and depending on the effectiveness of “this Term”.
- 1.4. **DongA Bank Domestic Debit Card** means the type of debit card is issued by DongA Bank, used and paid in the scope of territory of Vietnam.
- 1.5. **Cardholder** means an individual requests to be granted the Card and is grant the Card by DongA Bank for use, where includes Main Cardholder and Supplementary Cardholder. A Cardholder has his or her name is printed on the Card.
- 1.6. **Main Cardholder** means a person request the issue of Card in his or her name.
- 1.7. **Supplementary Cardholder** means a person is grant a Card at the request of guarantee of payment of a Main Cardholder.
- 1.8. **Account of Credit Card** means an account of Main Cardholder is established and manages types of card transaction, fees, interest and issues arising with respect to the use of Card. Supplementary Cardholder uses the same account as the Main Cardholder does.
- 1.9. **Card transaction** means transactions of a Cardholder using the Card to pay goods, services or withdraw cash at the Card Transaction System.
- 1.10. **Credit Card Statement** means a notice is sent to a Cardholder each month and lists details of such contents as: card transactions, fee, interest arising for the period, paid amount, beginning debt balance, closing debt balance, paid minimum amount, date of payment due and some other relevant contents.
- 1.11. **Period** is construed as the number of days calculated within 01 (one) calendar month and the period of time for calculating arising card transactions as recognized in the Credit Card Statement.
- 1.12. **Debt Balance** means the debt balance of Credit Card Account includes the value of Card Transactions, fees and costs and interest relating to the use of the Card as listed in the Credit Card Statement sent to the Cardholder.
- 1.13. **Original Debt Balance** means a debt includes the value of Card transactions and costs arising out of Card Transactions.

- 1.14. **Overdue debt** means a debt is transferred from the principal balance of the Cardholder's loan of which debt has not been paid in time, and is evaluated to have no ability to pay debts in time.
- 1.15. **Minimum Payment** means an amount shall be paid by a Cardholder and recognized on the Credit Card Statement.
- 1.16. **Credit limit** means the maximum value of the total debt balance of Credit Card Account (including those of Main Cardholder and Supplementary Cardholder) is allowed by DongA Bank at a fixed time.
- 1.17. **Credit Card Agent** (abbreviated as "CCA") means organizations or individuals which enter into contracts with DongA Bank or other card payment banks connecting to the international card organization or to the same switching system of DongA Bank accept to advance cash or payment of goods or services by Credit Card.
- 1.18. **Automated Teller Machine** (abbreviated as "ATM") means equipment is installed by DongA Bank or other organizations participating in the same connection system of DongA Bank to serve Cardholders in transactions of cash withdrawal and/or some other services provided on ATM.
- 1.19. **DongA Bank Transaction System** (abbreviated as "DongA Bank System") includes Transaction Department, Branches, Transaction Offices, units authorized by DongA Bank, Credit Card Agents entering into contracts with DongA Bank, DongA Bank ATM systems inside and outside the territory of Vietnam.
- 1.20. **DongA Bank Card Transaction System** includes DongA Bank System, CCA system, system of ATMs of organizations participating in the same connection system of DongA Bank (VISA, MasterCard,...).
- 1.21. **Personal Identification Number** (abbreviated as "PIN") means a secret code of an individual randomly created by DongA Bank for each Card to be used on ATMs and/or for other services requiring PIN.
- 1.22. **Credit Card Fee** (abbreviated as "fee") means fees are paid to DongA Bank by a Cardholder upon using the Card and performing card services.
- 1.23. **Transaction Document Relating to Credit Card Account** means any papers or documents having the Cardholder's signature or card transactions using PIN or according to standards stipulated by the International Card Organization (VISA, MasterCard, ...) certify the performance of card transactions by the Cardholder.
- 1.24. **Identity Papers** include one of following types: ID Card, Passport, or Military ID Card is still effective and accepted to use in card transactions by DongA Bank.
- 1.25. **Mortgager/Pledger** means an individual or organization using assets belonging to his or her legal ownership to guarantee a Cardholder's loans at DongA Bank.
- 1.26. **DongA eBanking** means one of transaction channels provided by DongA Bank. Through this channel, customers may transact electronically with DongA Bank via electronic means. It's not necessary for customers to come to DongA Bank to perform their transactions.



- 1.27. **DongA eBanking Services** include services provided by DongA Bank via modes of Internet Banking, SMS Banking, Mobile Banking, and Phone Banking from time to time.

ARTICLE 2. CARDHOLDER'S RIGHTS AND LIABILITIES

2.1. Cardholder's rights

- 2.1.1. Have the right to use the Card to perform transactions at card transaction systems;
- 2.1.2. Main Cardholder has the right to propose DongA Bank to open and terminate Supplementary Card;
- 2.1.3. Have the right to have a claim with DongA Bank in the course of using services relating to the Credit Card Account in case has any ground for his or her legal rights and benefits being violated. The period of claiming is within **15 (fifteen) days** from the issue date of DongA Bank's Credit Card Statement;
- 2.1.4. Have the right to propose DongA Bank to issue a new Card when the current Card is expired, damaged, lost/stolen or suspected to be made use of. At request for the issue of a new Card, DongA Bank will implement the issue of a new Card as stipulated in "this Term" and recover and cancel the old Card, except the old Card is lost/stolen.

2.2. Cardholder's liabilities

- 2.2.1. Main Cardholder and Supplementary Cardholder(s) together undertake to be responsible to execute terms and conditions of "this Term" and other relevant provisions of DongA Bank. The invalidity or non-enforcement or deletion of liabilities of the Main Cardholder will not delete liabilities of Supplementary Cardholder(s) and vice versa. When the Main Cardholder terminates to use the Card, the Main Cardholder shall be responsible to return all Cards (including both the Main Card and Supplementary Card(s), if any);
- 2.2.2. Supplementary Cardholder shall be responsible for his or her use of Supplementary Card, at the same time not be responsible for the use of the Card of the Main Cardholder or the use of any Supplementary Cards of any other Supplementary Card Cardholders. The Main Cardholder shall be responsible finally financially for the use of Cards of Supplementary Card Cardholder(s);
- 2.2.3. A Cardholder shall be responsible to preserve the Card, keep confidential information on the Card, PIN and may not transfer the Card;
- 2.2.4. A Cardholder shall be responsible to present the valid Card upon performing card transactions;
- 2.2.5. As soon as PIN of the Card is out, or the Card is lost/stolen or suspected to be made use of, the Cardholder shall immediately notify in person at DongA Bank or through telephone to the phone number as stated on the Card. Within 24 (twenty four) working hours of the DongA Bank's receiving the initial information, the Cardholder shall personally come to DongA Bank to confirm in writing;
- 2.2.6. A Cardholder shall be responsible financially for all card transactions performed before the Cardholder has a written confirmation personally at DongA Bank;

- 2.2.7.** In case the Cardholder finds out the lost/stolen Card after notifying to DongA Bank, the Cardholder shall not reuse such Card, but shall execute the procedure of issuing a new Card;
- 2.2.8.** In case PIN of the Card is out or the Card is suspected to be made use of, the Cardholder shall personally come to DongA Bank to request for the issue of a new PIN and/or new Card;
- 2.2.9.** The Cardholder shall be responsible for all damages arising (if any) to card transactions performed due to the Cardholder's errors or the Cardholder's failure to fulfill obligations under "this Term";
- 2.2.10.** The Cardholder shall register the use of DongA eBanking Services for the Credit Card account;
- 2.2.11.** The Cardholder shall be responsible to cooperate and provide exactly all information relating to the use of the Card at DongA Bank's request and register with DongA Bank upon any change in information of the Cardholder;
- 2.2.12.** The Cardholder shall be responsible to supplement the collateral at DongA Bank's request as stipulated in Clause 6.5, Article 6 of "this Term";
- 2.2.13.** The Cardholder shall be responsible to pay the minimum payment according to the Credit Card Statement made each month and/or debt balance for all card transactions which have arisen as stipulated in "this Term", even in the stage where DongA Bank is processing claims on the Credit Card of the Cardholder;
- 2.2.14.** The Cardholder undertakes not to use the Credit Card Account and/or Credit Card to perform illegal transactions.

ARTICLE 3. DONGA BANK'S RIGHTS AND LIABILITIES

3.1. DongA Bank's rights

- 3.1.1.** DongA Bank and CCAs have the right to inspect the signature and identity papers of the Cardholder upon performing card transactions;
- 3.1.2.** We have the right to gather information from individuals and other organizations on the Cardholder upon proposing the issue of the Card and/or applying measures of recovering debts; and reject unreasonable requests of the Cardholder;
- 3.1.3.** We have the right to choose the fee collection for Supplementary Cards from any Main Cardholder or Supplementary Cardholders or both;
- 3.1.4.** We have the right to apply any necessary measures without notifying in prior the Cardholder (including preventing the card transaction, suspending/terminating the use of, recovering, and cancelling the Card) upon any occurrence of one of following cases:
 - a. Discovering any transaction not being performed by the Cardholder; or

- b. Discovering any fake Cards; or
- c. Discovering the Cardholder changes information without updating new information with DongA Bank; or
- d. The Cardholder does not execute according to provisions of DongA Bank on using the Card and/or violates obligations as stipulated in “this Term”; or
- e. Any transactions arise with suspicious signs as stipulated by laws on preventing and fighting against money laundering; or
- f. Receiving any reasonable requests of the international card organization; or
- g. Receiving any requests of the competent State agency;
- h. Any cases above-mentioned shall not affect the Cardholder’s obligations for DongA Bank as stipulated in “this Term”.

3.1.5. DongA Bank has the right to base on any transaction documents relating to the Credit Card Account as exact evidences showing that card transactions have been performed by the Cardholder himself or herself.

3.1.6. The Cardholder must receive the Credit Card for 30 (thirty) days after DongA Bank agrees to grant the credit limit.

3.1.7. In case the Cardholder does not receive the Card in this period, DongA Bank will cancel the Card according to current applicable provisions at that time of DongA Bank.

3.1.8. In case the Cardholder proposes to receive the Card after DongA Bank’s cancelling the Card, DongA Bank will reconsider the record provided by the Cardholder and the Cardholder must paid a fee of replacing the Card for the canceled Card according to DongA Bank’s current tariff if agreed to grant a new Card by DongA Bank.

3.2. DongA Bank’s liabilities

3.2.1. Quickly solving or responding any requests or claims of the Cardholder relating to the use of the Credit Card Account within maximum:

- a. **15 (fifteen) working days** for card transactions inside DongA Bank System;
- b. **50 (fifty) working days** for card transactions outside DongA Bank System.

Time is counted from the date of DongA Bank’s receiving the written claim from the Cardholder. Working days in “this Term” shall be construed days where DongA Bank works and notified from time to time by DongA Bank, except for days off as stipulated by DongA Bank and public holidays as stipulated by laws.

3.2.2. Being responsible to lock the Card upon receiving the Cardholder’s initial notice on PIN of the Card is out, the Card is lost/stolen or suspected to be made use of on condition that the Cardholder shall provided exactly information with respect to the Credit Card Account required by DongA Bank;

- 3.2.3. Being responsible to consult and support customers in cases of emergency relating to the use of the Credit Card Account, except for requests beyond DongA Bank's ability (such as incidents due to mistakes of the Cardholder upon performing transactions, incidents due to mistakes of third parties not relating to DongA Bank or other unreasonable requests of the Cardholder);
- 3.2.4. Having the obligation to implement any written requests of the competent State Agency.

ARTICLE 4. TRANSACTION CURRENCY – INTEREST RATE – SERVICE FEE

4.1. Transaction Currency

The currency for performing card transactions on the territory of Vietnam is Vietnamese Dong (VND).

The currency for performing card transactions outside the territory of Vietnam is any currency which is accepted at the place where that card is accepted. The type of converted transaction foreign currency and exchange rate between VND and a foreign currency are performed at the exchange rate as stipulated by DongA Bank or mutually agreed on from time to time by the international card organization.

4.2. Interest rate

The interest rate is applied according to Credit Card Interest Rate Schedule stipulated from time to time by DongA Bank.

4.3. Service Fee

Based on services registered and used by the Cardholder, DongA Bank has the right to debit and collect the fee according to Credit Card Interest Rate Schedule issued from time to time by DongA Bank.

4.4. Interest Rate Schedule and Service Fee Schedule

Credit Card Interest Rate Schedule and Service Fee Schedule will be changed according to provisions of the State Bank and the business situation of the Credit Card market. Not affected by Clause 11.3 of "this Term", the change of Credit Card Interest Rate Schedule and Credit Card Fee Schedule will be notified to the Cardholder via public media or the official website of DongA Bank and posted at DongA Bank. The Cardholder has the right to decide to continue or terminate the usage of the Card in case of any change foresaid. Changed Credit Card Interest Rate Schedule and Credit Card Fee Schedule will be valid to apply to the Cardholder from the time of Schedules become effective according to the notice until "this Term" is liquidated according to Clause 9.6 of "this Term".

ARTICLE 5. CREDIT LIMIT

- 5.1. The credit limit is determined by DongA Bank and does not depend on the value of the collateral;
- 5.2. Unless otherwise agreed by the Cardholder and DongA Bank, the Cardholder may not use beyond the credit limit;

- 5.3.** The card usage limit is the remaining credit limit after subtracting the debt balance and card transaction values (including arising fees) have not yet been finalized with the international card organization (VISA, Master, ...). To know the credit limit and card usage limit, the Main Cardholder may view the Credit Card Statement sent to the Cardholder via notifying channels (such as mail, email, Internet Banking of DongA Bank or other means registered by the Cardholder). The card usage limit is only valid at the time of making the Credit Card Statement;
- 5.4.** The Cardholder may submit a request to DongA Bank for considering the adjustment of the credit limit issued to him or her at least **06 (six) months after** the latest date of credit limit issues. DongA Bank has the right to in its absolute discretion (but does not have the obligation) to increase the credit limit from time to time or allow to implement card transactions exceeding the credit limit and will notify it to the Cardholder. The Cardholder shall be responsible for all relevant transactions appropriate to provisions of “this Term” upon DongA Bank’s adjustment of the credit limit.

According to the result of reasonable assessment of credit risks relating to the Credit Card Account and/or the Cardholder based on information obtained by DongA Bank and/or the impaired collateral value without supplementation, DongA Bank has the right to in its absolute discretion to decrease the credit limit to such a level as DongA Bank deems appropriate at any time without notifying in prior to the Cardholder.

ARTICLE 6. COLLATERAL FOR CARD USAGE

- 6.1.** DongA Bank accepts two forms of securing the Credit Card are:
- a. Without collateral and/or
 - b. With collateral security.
- 6.2.** In case the Cardholder has any properties securing the card usage: depending on provisions from time to time of DongA Bank, forms of secure property applied are the mortgaged property, pledged property, cash deposit, blocked account or mortgaged Saving book at DongA Bank.
- 6.3.** The cash deposit, blocked account or mortgaged Saving Book at DongA Bank would be paid interest as the rate and provisions of DongA Bank from time to time.
- 6.4.** Releasing all or a part of secure property shall be only implemented **45 (forty five) days** after the date:
- a. The Cardholder has fulfilled the financial obligation according to “this Term” for DongA Bank or been agreed to decrease the secure property, all or part, by DongA Bank and
 - b. Claims relating to the Card Usage have been completely solved.
- 6.5.** The Cardholder has the obligation to supplement a further property as security for the credit granted as DongA Bank’s request when:
- 6.5.1.** The property as security registered by the Cardholder as stipulated in Article 6 of “this Term” is not sufficient to pay the debt balance and other costs (if any) to DongA Bank; or

- 6.5.2.** DongA Bank reevaluates the secure properties on periodic basis and the value of those properties when reevaluates are less than the original value at the time of pledging/mortgaging/depositing.

ARTICLE 7. DEBT BALANCE PAYMENT AND INTEREST CALCULATION METHODS

- 7.1.** The issue day of the Credit Card Statement is **15th (fifteenth) of each month**. If within **07 (seven) working days** since the issue date of Credit Card Statement, DongA Bank does not receive the responding notice from the Cardholder, DongA Bank deems the Cardholder has received the Credit Card Statement. In case within **15 (fifteen) working days** of the date of making the Credit Card Statement, DongA Bank does not receive the responding notice, DongA Bank deems the Cardholder has agreed on all contents of the Credit Card Statement.
- 7.2.** The Cardholder may pay the debt balance requested by DongA Bank in cash or by transfer.
- 7.3.** The Cardholder may authorize DongA Bank to automatically debit from the DongA Bank Domestic Debit Card Account opened at DongA Bank to pay the minimum or all balance in the Credit Card Statement.

Monthly, DongA Bank automatically debit from the DongA Bank Domestic Debit Card **from the 13th (thirteenth) day to the 15th (fifteenth) day** since the issue date of the Credit Card Statement. The Cardholder shall ensure the DongA Bank Domestic Debit Card to always have sufficient balance so that DongA Bank may debit during the period aforesaid.

In case the DongA Bank Domestic Debit Card is not sufficient to pay the debt balance as registered by the Cardholder, but greater than or equal to VND 50,000 (fifty thousand), DongA Bank will collect such administrate.

- During the period foresaid, if the DongA Bank Domestic Debit Card does not have the balance sufficient to pay the amount as registered for automatic payment by the Cardholder, the Cardholder shall be responsible to take initiative in paying fully and directly to DongA Bank.
- 7.4.** DongA Bank has the right in its absolute discretion to take initiative in collecting all actual amounts in the Cardholder's Domestic Debit Card Account based on the Cardholder's debt payment in case the Cardholder registers for automatic debt payment, but the DongA Bank Domestic Debit Card Account is not sufficient to pay.
- 7.5.** The method of calculating the interest for transactions of goods and service payment and cash withdrawal:
- 7.5.1.** The interest on the withdrawn cash or the amount for goods or service payment is calculated from the date that the transaction is conducted to the date of actual payment by the Cardholder.
For the transaction paying for goods or service: If the Cardholder **pays all closing debt balance prior to the due date** (within **15 (fifteen) days** since the issue date of the Credit Card Statement), the Cardholder will be **exempted from all interest** on the transaction of goods or service payment arising in that period.
- 7.5.2.** If the Cardholder does not pay or does not pay in full the minimum payment or pays after the due date, DongA Bank will charge an overdue fee according to the Credit Card Service Fee Schedule issued from time to time by DongA Bank which is debited to the



Credit Card Account in the period of making the next Credit Card Statement, **the debt balance is paid in the following order of priority:**

- Interest on cash withdrawal fee
- Cash withdrawal fee
- Interest on annual fee
- Annual fee
- Interest on other fees
- Other fees
- Interest on transaction of cash withdrawal
- Withdrawn cash
- Interest on transaction of goods or service payment
- Amount for goods or service payment

In case that the transactions are in the same types aforesaid, such transactions are ranked in the order of time; or in such any order as DongA Bank deems appropriate without consulting in prior with the Cardholder.

7.6. All card transactions, service fee, interest which are not paid in the previous period would be added into the balance of the following period. DongA Bank still has the right to continue to debit though the existing debt balance exceeds the credit limit.

7.7. Without affecting Clause 5.4, Article 5 of “this Term”, if the balance at the end of the period exceeds the credit limit which has been granted to the Cardholder at that time, DongA Bank has the right to charge the fee for exceeding the credit limit according to the Credit Card Service Fee issued from time to time by DongA Bank and such fee would be debited to the Credit Card Balance on the issue date of the Credit Card Statement in the next period.

7.8. In case of any change of the Credit Card Interest rate Schedule by DongA Bank, the application of interest is implemented in the following principle:

- a. For transactions occurring from the date of the effectiveness of interest rate change: the new interest rate applies;
- b. For transactions occurring prior to the date of the effectiveness of interest rate change: the old interest rate applies until **the 15th (fifteenth) day** from the date of making the Credit Card Statement of the period nearest to the date of the effectiveness of interest rate change. After **the 15th (fifteenth) day**, the new interest rate applies.

ARTICLE 8. OVERDUE DEBT CONVERSION – ASSETS PROCESSING AND DEBT RECOVERY

8.1. Overdue debt conversion

In case the Cardholder fails to pay in full the minimum payment at the due date and is not agreed on the restructure of the term of debt payment by DongA Bank, DongA Bank has the right to convert the entire debt balance into the overdue debt after **10 (ten) days** of the due date of that payment. At that time, if the Cardholder has many loans at DongA Bank, all debt balance of those loans will be also converted into a corresponding group as stipulated by the State Bank.

In case the Cardholder is agreed on the restructure of the term of debt payment of the Credit Card Amount, the entire debt balance of such Credit Card Amount will be also converted into the overdue debt as stipulated by the State Bank. In case the Cardholder has many loans at DongA Bank, one of which is restructured in the term of debt payment, the entire debt balance of all such loans will be also converted into a corresponding group as stipulated by the State Bank.

8.2. DongA Bank has the right to recover the entire debt balance early and terminate the Card Usage of the Cardholder when one of following cases occurs:

- 8.2.1.** Discovering any information or documents are provided falsely by the Cardholder;
- 8.2.2.** The Cardholder violates any provisions in “this Term”, Appendix to Contract (if any) and/or violates the commitment on mortgaging/pledging property as security, deposit as stipulated in Clause 12.3, Article 12 of “this Term”;
- 8.2.3.** The principal balance of the Credit Card Account of the Cardholder is converted into the overdue debt;
- 8.2.4.** The Cardholder has financial difficulties affecting seriously the ability to pay debt to DongA Bank;
- 8.2.5.** The Cardholder or Mortgagee/Pledgee (if any) dies or dies with no successors or without DongA Bank’s consent on his or her successors;
- 8.2.6.** One or some loans of the Cardholder at DongA Bank which are converted into the overdue debts are considered to have the risk of impossible payment;
- 8.2.7.** The Cardholder fails to supplement the further property as security as required by DongA Bank;
- 8.2.8.** The Cardholder or Mortgagee/Pledgee (if any) loses the act capacity or is limited the act capacity or instituted prosecution against/prosecuted/tried criminally.

A notice on the early loan recovery and termination of Card Usage will be sent to the Cardholder by DongA Bank; and the Cardholder shall be responsible to pay the entire debt balance to DongA Bank for the term as stated in the notice. In case the Cardholder has not yet paid up the loan, DongA Bank will carry on measures of debt recovery as stipulated in “this Term”.

8.3. In case of the Cardholder’s failure to pay in full the minimum payment by the due date according to the Credit Card Statement and/or fulfill obligations as stipulated in “this Term”, DongA Bank has the right to take initiative in processing any legal properties of the Cardholder at DongA Bank (deposit, deposit account, DongA Bank Domestic Debit Card Account, saving book, pledged/mortgaged property, ...) to recover debts at DongA Bank of the Cardholder without the signature or certification seal of the Cardholder; or carry out other debt recovery measures as stipulated by laws. The order, form of processing the Cardholder’s properties and the time of processing properties shall be decided by DongA Bank in its absolute discretion; and DongA Bank will notify the Cardholder after completing measures of processing the debt recovery. The debt recovery is still carried out when:

- 8.3.1.** The usage of the Card or Credit Card Account has not yet been terminated or terminated due to any reason; or
- 8.3.2.** The debt balance has not yet been exceeded or exceeded the credit limit.

ARTICLE 9. REISSUANCE, EXTENSION, AND TERMINATION OF CARD USAGE

- 9.1.** In case the Cardholder requests DongA Bank to reissue a new Card (in case the card is lost/stolen, damaged), DongA Bank has the right to reject such request if the Cardholder fails to pay in full the minimum payment on time in the period according to the Credit Card Statement until such minimum payment is made. Upon DongA Bank's agreement to issue a new Card, the Cardholder shall pay fees as stipulated by DongA Bank from time to time.
- 9.2.** The issuance of new Card as stipulated in Clause 2.1.5, Article 2 of "this Term" will not affect parties' rights and liabilities as stipulated in "this Term".
- 9.3.** Suspending and/or terminating the Cardholder's Card Usage:
- 9.3.1.** After **35 (thirty five) days** from the date of overdue debt conversion according to Clause 8.1, Article 8 of "this Term", if the Cardholder fails to pay in full the minimum payment of the latest period of the Credit Card Statement, DongA Bank will consider suspending the Card;
- 9.3.2.** After **80 (eighty) days** from the date of overdue debt conversion according to Clause 8.1, Article 8 of "this Term", if the Cardholder fails to pay in full the minimum payment of the latest period of the Credit Card Statement, DongA Bank will consider terminating and recovering the Card and carry on procedures of recovering the debt as stipulated in "this Term".
- 9.4. Extending Card Usage**
- 9.4.1.** In case Cardholder wants to continue to use the Card, he or she shall execute the procedure of extending the Card at DongA Bank during a valid period which is considered the time prior to the expiry date of the existing Card 02 (two) months and after the expiry date of the existing Card 03 (three) months (hereinafter referred to as Valid Card Extended Period). The Cardholder provides the record of Card extension as stipulated by DongA Bank.
- 9.4.2.** In case the Cardholder executes the procedure of extending the Card prior to the Valid Card Extending Period, one of conditions to be considered for the extension is the Cardholder has overdue debts. The Cardholder shall bear further Card issuance fee according to current provisions of DongA Bank in case DongA Bank's accepts the Card extension.
- 9.4.3.** In case the Cardholder proposes the extension during the Valid Card Extended Period, one of the conditions DongA Bank considers is:
- a. The Credit Card Account has no overdue debt; or
 - b. If the Credit Card Account has overdue debts, the Cardholder shall pay for those overdue debts. The time restriction for such payment is **45 (forty five) days** from the date of overdue debt conversion as stipulated in Clause 8.1, Article 8 of "this Term" and no later than **03 (three) months** of the date of expiration of the existing Card.

- 9.4.4.** In case the Cardholder proposes the Card extension after the Valid Card Extended Period, one of conditions that is considered for the extension is the Cardholder shall provide in full the record as in case of proposing for the new Card issuance and:
- a. The current debt balance is VND 0 (zero); or
 - b. If the current debt balance is different from VND 0 (zero), the Cardholder shall pay the entire debt balance. The time restriction to make such payment is **45 (forty five) days** from the date of the overdue conversion according to Clause 8.1, Article 8 of “this Term” and no later than **05 (five) months** of the date of expiration of the Card.
- 9.4.5.** DongA Bank has the right in its absolute discretion to make decision the Card extension based on conditions as stipulated in “this Term”, information gathered by DongA Bank on the Cardholder or the Credit Card Account and policies of DongA Bank.
- 9.4.6.** In case the Cardholder is approved for the Card extension by DongA Bank, the use period of the new Card shall depend on provisions by DongA Bank and the type of Card which has been used by the Cardholder.
- 9.4.7.** In case DongA Bank rejects to extend the Credit Card, the Cardholder shall be responsible to implement the finalization of the Credit Card Account within 30 (thirty) days from the date DongA Bank issues notification of disapproval of the Card extension. If the Cardholder fails to pay in full the entire debt balance after this period, DongA Bank will implement measures of debt recovery as stipulated in “this Term”.
- 9.4.8.** In case the Cardholder fails to pay the entire debt balance and/or execute the procedure of the Card extension for over 05 (five) months from the date of the existing Card expires, DongA Bank will automatically lock the Credit Card Account and implement measures of debt recovery as stipulated in “this Term”.
- 9.4.9.** The Cardholder shall still be responsible to pay the entire debt balance to DongA Bank as stipulated in “this Term”.
- 9.4.10.** DongA Bank has the right in its absolute discretion to use the Card of the Cardholder at any time in case the Cardholder does not cooperate with DongA Bank, does not pay in full the debt balance, willfully prolongs the period of debt payment,... even in case the Cardholder has implemented the payment of overdue debts as stipulated in “this Term”.
- 9.5.** The Cardholder has the right to terminate the Card usage at any time and shall notify in writing DongA Bank.
- 9.6.** The Card usage of the Cardholder according to “this Term” is liquidated only after **45 (forty five) days** from the date of the Cardholder pays all debts to DongA Bank according to “this Term”; at the same time the Cardholder shall return all Main Card and Supplementary Card(s) (if any) to DongA Bank.
- 9.7.** In case DongA Bank receives data from International Card Organizations or Credit Card Agents on card transactions implemented by the Cardholder himself or herself after the time the card usage has been terminated by the Cardholder or DongA Bank, the Cardholder shall still be responsible to pay for these transactions within **30 (thirty) days** from the date DongA Bank notifies the last debt balance.

ARTICLE 10. CASES OF LIABILITY EXEMPTION

10.1. DongA Bank shall not be responsible for damages or losses caused to the Cardholder in by whichever of following cases:

10.1.1. DongA Bank and/or Credit Card Agents reject the card transactions due to following reasons:

- a. Transactions are not performed by the Cardholder; or
- b. DongA Bank and/or Credit Card Agents suspect or discovering any fake Card, damaged Card that is impossible to retrieve information due to Cardholder's preservation error or
- c. The Cardholder fails to perform DongA Bank's provisions on the card usage.

In case of the discovery of any fake Cards or Cards in the list of **"Black Cards"**, DongA Bank and/or Credit Card Agents has the right to recover such Cards. **"Black Cards"** are those named in the list of recovered cards of DongA Bank due to one of following reasons: Fake Cards, Cards used without the consent of Cardholders or Cards with debts not paid in time by Cardholders.

10.1.2. Due to any act or omission to act of a third party (other than a representative of DongA Bank), DongA Bank's services are not provided or provided incompletely to the Cardholder.

10.1.3. DongA Bank fails to perform on time or fails to perform its liabilities according to "this Term" due to natural disaster, change of weather, fire, electric trouble, communication incident, breakdown of machinery and data processing; or any circumstances beyond the control of DongA Bank.

10.2. DongA Bank shall not be responsible for the delivery and quality of goods and services paid for by the Card. DongA Bank has the right to debit the Credit Card Account for values of payment transactions whether or not goods and services are delivered or performed. The Cardholder shall be responsible to claim, solve contradictions on issues concerning the card transactions performed directly with Credit Card Agents but shall not delay the debt payment on the due date.

10.3. DongA Bank is exempted from liabilities for any loss concerning the honor and prestige of the Cardholder in the issue of Card recovery or suspension of Card usage or termination of Card usage or debt recovery.

10.4. DongA Bank is exempted form liabilities for risks arising out of sending the Card and PIN via post as required by the Cardholder.

ARTICLE 11. NOTICE – DISPUTE SETTLEMENT

11.1. Any requests of the Cardholder shall be made in writing and signed. DongA Bank may (but not must) accept and perform such requests via telex, fax, telephone DongA Bank believes that they are given by the Cardholder; and DongA Bank shall not be responsible for any damages due to the sequence of the performance of or compliance with the Cardholder's requests via telex, fax or telephone.

- 11.2.** Any change in the contents of “this Term”, other Appendices (if any) or notices, and other requests will be notified to the Cardholder by DongA Bank at DongA Bank System or announcing on the official website of DongA Bank or public media.
- 11.3.** DongA Bank has the right to change the contents of “this Term” at any time by notifying the Cardholder in the manner stipulated in Clause 11.2, Article 12 of “this Term”. The effectiveness of such change(s) to “this Term” will be based on the contents of the notice. The Cardholder has the right to decide to continue or terminate the Card usage upon the occurrence of the change aforesaid.
- 11.4.** In case of any dispute between the Cardholder and DongA Bank, the reconciliation will be given priority, if the reconciliation is not successful; either party has the right to request the competent agency to solve the dispute as stipulated by laws of Vietnam.

ARTICLE 12. COMMITMENTS - EFFECTIVENESS OF THIS TERM

- 12.1.** The Cardholder allows DongA Bank to have the right to provide information on the Cardholder to companies under DongA Bank; and allows DongA Bank and companies under DongA Bank have the right in their absolute discretion to provide information on the Cardholder to such other permitted organizations as DongA Bank deems reasonable and necessary; at the same time allows the Cardholder’s company or any other agencies, individuals to provide information on the Cardholder to DongA Bank at any time without any consent or authorization from the Cardholder.
- 12.2.** “This Term” shall take effect on the date on which Cardholder signs the DongA Bank Credit Card Usage Registration Form until the liquidation according to Clause 9.6, Article 9 of “this Term”.
- 12.3.** Pledge/Mortgage Contracts, notices/written agreements between DongA Bank and the Cardholder or the Mortgager/Pledger on the usage of the property as security, deposit for using the Card, Credit Card Service Fee Schedule, Credit Card Interest rate Schedule, Appendices relating to “this Term” and other written commitments relating to the Card usage between DongA Bank and the Cardholder are integral part of “this Term” and bound to parties.
- 12.4.** The Cardholder’s signing DongA Bank Credit Card Usage Registration Form indicates that the Cardholder has read, understood and agreed to execute contents noted in “this Term” and relevant Fee/Interest Rate Schedules issued by DongA Bank.

**DONGA COMMERCIAL JOINT STOCK BANK
CEO**

(Signed)

TRAN PHUONG BINH