

## TERMS AND CONDITIONS FOR ISSUEING CREDIT CARDS AT TECHCOMBANK

### 1. DEFINITION AND DISCUSSED WORDS

1.1 **Definition:** Terms and conditions for issuance and use of this card are understood as follows:

1.1.1 **“Terms and conditions”:** understood as the Terms and conditions for issuing and using credit cards at Techcombank (applicable to individual customers).

1.1.2 **“Credit Card Issuance Contract”:** includes Credit Card Issuance Request cum Contract at Techcombank; Terms, Conditions and Amendments from time to time.

1.1.3 **“Techcombank”:** Vietnam Technological and Commercial Joint Stock Bank, a credit institution that issues and pays for credit cards in accordance with the regulations of the State Bank of Vietnam and TCTQT.

1.1.4 **“Cardholder”:** is an individual who is provided with a Card by Techcombank according to the Granted Credit Limit, has his/her name on the Card. Cardholders include Primary Cardholder and Secondary Cardholder (if any).  
Cardholder is the individual who enters into an agreement with Techcombank on using the Card and is obliged to perform this agreement.  
Secondary cardholder is an individual who is allowed to use the card by the Primary Cardholder and the Primary Cardholder commits in writing to fulfill all arising obligations related to the use of the Card under the Terms and Conditions.

1.1.5 **“Card/Credit card”:** within the scope of the Terms and Conditions, this is understood as all types of credit cards issued by Techcombank.

1.1.6 **“Co-branded credit card”:** is the card with Trademark of switching card organizations in Vietnam and Trademark of international card organizations or switching card organizations in other countries.

1.1.7 **Associated credit card:** is a type of credit card issued by Techcombank on the basis of the cooperation agreement between Techcombank and the Partner from time to time.

1.1.8 **DreamCard:** is a type of credit card issued by Techcombank.

1.1.9 **“Insured credit cards”:** are the credit cards that the Primary Cardholder is awarded an insurance contract according to the product of the Insurance Company. The list of insuranceable credit cards will be specifically announced by Techcombank in the content of that credit card product on Techcombank's website from time to time.

1.1.10 **“Primary cardholder of insured credit cards”:** is the primary cardholder of insured credit cards and accepted by Techcombank and Insurance Company.

1.1.11 **“Account”:** is the cardholder's account that Techcombank opens and manages the use of Credit Limit. Secondary cardholders use the same account with Primary cardholders.

1.1.12 **“Card Transaction”**: is the transaction in which the cardholder uses the Card to load, withdraw cash, pay for goods and services or use other authorized services provided by Techcombank or other Card Payment Organizations.

1.1.13 **“Cardholder identification number” or “PIN” or "other electronic transaction confirmation method”**: is the Cardholder's personal PIN/online card payment transaction confirmation method provided by Techcombank or initiated by the Customer depending on Techcombank's regulations from time to time and is used in some types of card transactions to authenticate the Cardholder. This code is the responsibility of the Cardholder to keep it confidential. In electronic transactions with Techcombank, the Cardholder's use of the cardholder's identification number or other methods as prescribed from time to time is considered as the method of identifying the cardholder and affirming the cardholder's approval for the data message in the electronic transaction. The PIN is provided to the Cardholder by (i) directly at the transaction counter or (ii) sent by post to the Cardholder's registered address, or (iii) provided via e-Banking service channels, including but not limited to via SMS sent to the Cardholder's mobile phone number registered with Techcombank or via Techcombank Online Banking/Techcombank Mobile that the Cardholder participates in (iv) is initiated by the Customer on the e-Banking service channels.

1.1.14 **“Card Validity Period”**: is the period during which the Cardholder is allowed to use the Card.

1.1.15 **“Card Expiry Date”**: is the last day of the month when the card expires printed on the Card.

1.1.16 **“Day to transfer debt is overdue”**: is the day following the payment due date that the Cardholder has not paid or paid an amount less than the Minimum Repayment.

1.1.17 **“International Card Organization”**: is an organization established in a foreign country in accordance with the provisions of foreign law, having an agreement with Techcombank and other relevant parties to cooperate in issuing and paying cards with card issuance organization code issued by the International Card Organization in accordance with the provisions of Vietnamese law and international commitments.

1.1.18 **“Credit limit”**: is the maximum credit value that cardholders are allowed by Techcombank to use during a Credit Cycle.

1.1.19 **“Cash cycle”**: is the period from the time the Cardholder starts using the Credit Limit until the Cardholder returns the full balance to restore the full Credit Limit.

1.1.20 **“Statement period”**: is the period from the Statement date after the Statement date of the immediately preceding period to the Statement date of the current period.

1.1.21 **“Statement”**: is a detailed list of items arising in the Statement Period (payments, cash withdrawals with incurred fees and interest, debt payments), Balance at the end of the period,

Minimum Repayment Level, Payment Due Date and other information. Statement is sent to the Cardholder after the Statement Date as a basis for debt payment. The method of sending statements to cardholders depends on the registration of the Cardholder and the regulations of each period of Techcombank.

- 1.1.22 **“Statement date”:** is the date on which Techcombank makes Statement and regulated by Techcombank.
- 1.1.23 **“Payment due date”:** is the last day that cardholders have to pay Techcombank for their spending together with fees and interest arising in the Statement Period as prescribed by Techcombank.
- 1.1.24 **“Min Payout”:** is the minimum amount that cardholders have to pay Techcombank in each Statement Period according to Techcombank’s regulations.
- 1.1.25 **“Outstanding balance”:** Is the amount that the cardholder is owing Techcombank at any time arising from the issuance and use of the Card.
- 1.1.26 **“Pending balance”:** The amount that the Cardholder is owing Techcombank up to the end of Statement Day.
- 1.1.27 **“Secured asset”:** is collateral, valuable paper or other asset meeting Techcombank’s regulations, accepted by Techcombank as Security asset for the use of Credit Limit by cardholders and not for payment at Statement Periods.
- 1.1.28 **“Insurance company”:** is the company providing insurance products in accordance with the provisions of Vietnamese law.
- 1.1.29 **“Insurance product”:** is a product provided by an Insurance Company to Techcombank according to the Insurance Rules approved and licensed by the Ministry of Finance, and is purchased by Techcombank to give to the Primary Cardholder of the insured credit card. Techcombank will notify Techcombank on its official website from time to time.
- 1.1.30 **“Transaction processing date”:** is the day when the Central Processing Date or CPD Each date (based on Greenwich Mean Time, GMT) in which **International Card Organizations** generates net settlement positions and corresponding reports.
- 1.1.31 **“Asked via Call Center”:** is the help request of the Primary Cardholder through the Call Center whereby the Primary Cardholder is responsible for correctly answering the Cardholder Authentication Questionnaire according to Techcombank's regulations to be processed. Help request. Techcombank is entitled to process the request of an individual who calls the Call Center if that individual correctly answers the Transaction Password via phone according to Techcombank's regulations and Techcombank is exempted from responsibility for the handling of this request in case the Cardholder reveals the Transaction Password via the Cardholder's phone to a third party.

1.1.32 **“Call Center”**: Techcombank’s 24/7 customer service hotline and any telephone number/ email/electronic means serving Customers related to the issuance and use of Techcombank’s cards.

1.1.33 **“Registered account”** is the current account of the cardholder opened at Techcombank and used by the cardholder to register for automatic debit.

1.1.34 **“Phone Password//other electronic methods”**: is a cardholder authentication questionnaire as prescribed by Techcombank in case the cardholder requests help via the Mainline.

1.1.35 **“CVV2/CVC”**: is the code to authenticate cardholders when performing payment transactions by Card on the Internet.

1.1.36 **“Partner”**: is the unit that has a cooperation agreement with Techcombank to develop associated credit card products.

1.1.37 **“Card payment via Quick Response Code”** (Quick Response Code – abbreviated as QR Code): is that the cardholder uses QR Code to pay for goods and services with Card for the merchant, including form QR Code from the merchant (Merchant-Presented QR Code) and form QR Code from the cardholder (Consumer-Presented QR Code).  
The terms in these Terms and Conditions, if not explained herein, will comply with the definitions in Circular No. 19 / 2016 / TT-NHNN dated June 30, 2016 Circular 18/2024/TT-NHNN regulating bank card activities of the State Bank and documents amending, supplementing and replacing Circular No. 18/2024 / TT-NHNN.

1.1.38 **“Physical card”** is a card with a physical form of existence, normally made of plastic material, attached with a strip of electronic chips to store card data, with information printed on the card.

1.1.39 **”Non-physical card”** is a card that does not exist in a physical form, exists in an electronic form and displays information on the card according to the regulations of the State Bank. Non-physical cards can be printed into physical cards by Techcombank as agreed between the card issuer and the cardholder.

1.1.40 **“Cut-Off Time”**: is the time to collect transactions processed by Techcombank system within a certain period of time or within a day according to Techcombank's regulations from time to time

1.1.41 **”OTP”**: is a password valid for one-time use, randomly generated by the system and valid for a certain period of time, used to authenticate / confirm transactions performed by the Cardholder himself. (One Time Password)

## 1.2 Abbreviations:

1.2.1 **“PIN”**: Cardholder Identification Number

1.2.2 **“ATM”**: Automated Teller Machine

- 1.2.3 “**DVCNT**”: Card accepting unit
- 1.2.4 “**TCTQT**”: International card organization
- 1.2.5 “**TCTTT**”: Card payment organization
- 1.2.6 “**fixed assets**”: Collateral
- 1.2.7 “**HMTD**”: Credit limit

## **2. PRIMARY CARD AND AUXILIARY CARD**

- 2.1 Techcombank has the right to specify the maximum number of supplementary cards that primary cardholders are allowed to issue from time to time. This regulation is publicly announced by Techcombank on Techcombank's official website.
- 2.2 If the Primary Cardholder is the person to be used by the Security Organization, the Primary Cardholder is not allowed to issue a Supplementary Card without approval of the Security Organization.
- 2.3 Primary Cardholder and Supplementary Cardholder(s) share a CC issued by Techcombank to the Primary Cardholder and are jointly responsible for paying Balance to Techcombank when requested. In case the Primary Cardholder is incapable of paying Balance, the Supplementary Cardholder(s) shall be responsible for paying off the entire Balance and vice versa.
- 2.4 The transaction of the Primary Cardholder and the Sub-Cardholder(s) is expressed on the same Statement and sent to the Primary Cardholder for payment.
- 2.5 Primary cardholder and supplementary cardholder(s) are jointly responsible and each is personally responsible for implementing these Terms and Conditions. The inability of the Primary cardholder to perform the obligations under these Terms and Conditions for any reason and in any circumstances does not reduce the joint obligation of the Supplementary cardholder(s) in implementing these Terms and Conditions. In case the Primary cardholder or the Supplementary cardholder loses his/her ability to perform these Terms and Conditions, the remaining cardholder(s) are responsible for performing the obligations of all cardholders toward Techcombank.
- 2.6 In case the cardholder is dead, missing or incapacitated, the implementation of these Terms and Conditions shall comply with the provisions of law.
- 2.7 Primary cardholders have the right to request Techcombank to stop providing Card services to supplementary cardholders in writing or via Techcombank's Call Center. If the use of the Card by the Primary Cardholder is terminated or these Terms and Conditions are terminated, the use of the Secondary Card by the Secondary Cardholder automatically ends. The Secondary Cardholder has no right to request the termination of the use of the Primary Card as well as any other request related to the validity of these Terms and Conditions.

- 2.8 Sub-cardholder(s) agree to authorize the Primary Cardholder to on behalf of the Secondary Cardholder(s) notify Techcombank of the loss of the Card, reissue the credit card to replace the expired credit card, receive the Card, receive the PIN and activate the Card of the Secondary Cardholder and other help requests (if any).
- 2.9 The issuance of physical and non-physical cards will comply with Techcombank's regulations from time to time. Customers can choose to issue additional physical cards based on issued non-physical card data depending on Techcombank's regulations from time to time.

### **3. SCOPE OF CARD**

- 3.1 Cards (including physical card, non-physical card) are used to pay for goods and services, top up and withdraw cash and use other licensed services from ATMs and card acceptance systems of Techcombank and other Banks with card systems connected to Techcombank's card system directly or indirectly through one or several card transaction electronic clearing organizations.
- 3.2 Cardholders can also use Card information and through the use of cardholder authentication factors such as PIN number and / or CVV2 / CVC number/other electronic transaction confirmation method to perform MOTO transactions, transactions on the internet and other transactions as registered with Techcombank (registration to use these transactions is in accordance with Techcombank's regulations from time to time):
  - a. MOTO transaction (Mail Order/ Phone Order) is the transaction that cardholder use card information to order goods and services from the merchant via phone or email or other media. In which, the cardholder and/or the card do not have to present at the merchant.
  - b. Card transactions on the internet: is the transaction that cardholders use card information to order goods and services via the internet.
  - c. A transaction manual key: is a transaction where the card-accepting unit enters card information provided by the Cardholder on the payment system to perform the transaction. Cardholders are fully aware of risks and responsible for performing the above transactions, and are responsible for protecting the security of cardholder authentication factors.

### **4. TYPE OF CARD ISSUANCE CHARGE, USE CHARGE AND EXCHANGE RATES**

- 4.1 **Card issuance fee (based on new credit card issuance contract):** is the fee that the cardholder has to pay when registering for the card issuance based on the Card Issuance and Use Contract and received by Techcombank.
- 4.2 **Fee for change of card type/card class (keep valid credit card issuance and use contract):** is the fee that the cardholder has to pay when Techcombank accepts the cardholder's request to change the card type/card class but does not change the current Terms and Conditions for Card Issuance and Use.

- 4.3 **Card reissue fee (due to theft, misplacement...):** is the fee that the cardholder has to pay when the cardholder reissues the card due to theft, misplacement... and does not change the effective Terms and conditions for card issuance and use.
- 4.4 **Fast issuance service fee (applicable area will be regulated by Techcombank from time to time):** is the fee paid by the cardholder (excluding relevant issuance fees) when the cardholder requests to take the card within 3 working days from the date the cardholder completes the issuance procedure and the cardholder's application for issuance of an international credit card is accepted by Techcombank.
- 4.5 **Annual Fee (paid annually, based on the Validity Period of the card):** is the fee that the cardholder has to pay every year to maintain the use of the card.
- 4.6 **Check and Complaint Fee:** is the fee that cardholder has to pay when the dispute related to the use of the card is brought to the mediation council / arbitration of the International Card Organization and the mediation council / arbitration of the International Card Organization to hear the case.
- 4.7 **Cash withdrawal fee:** is the fee that cardholders pay when making withdrawals at ATMs or at merchants authorized to provide withdrawal services. This fee is calculated on the transaction amount and fee collected by the acquirer (if any) according to the provisions of the acquirer.
- 4.8 **Foreign currency transaction fee (applicable to transactions other than VND):** is the fee that the cardholder has to pay when the cardholder makes transactions in foreign currencies. This fee is calculated on the transaction amount and fee amount collected by the payment service provider (if any) according to the provisions of the payment service provider
- 4.9 **Fee for foreign currency transactions::** is the fee that cardholders have to pay when cardholders make transactions in local currency (VND) at the sales units with country codes other than Vietnam based on the information that the payment bank sends. this fee is calculated on the transaction amount and fee collected by the CPB (if any) in accordance with the provisions of the CPB.
- 4.10 **Lost card notification fee:** is the fee paid by the cardholder when the cardholder informs (in writing or via the telephone) about the loss of the card.
- 4.11 **Fee for issuance of copy Statement on demand:** is the fee paid by the cardholder when the cardholder requests to issue a copy Statement in writing in addition to the original that Techcombank has sent to the cardholder every month.
- 4.12 **Fee for issuance of copy of transaction invoice:** is the fee that the cardholder has to pay when the cardholder requests for issuance of copy of transaction invoice in addition to the invoice that the cardholder has received at the CMV.

4.13 **Fee for confirmation of credit card information at request (Confirm credit limit, confirm transaction information, etc)** is the fee paid by the cardholder when the cardholder requests Techcombank to confirm information related to Credit Card, Credit Card Transaction.

4.14 **Credit Limit Change Fee:** is the fee that cardholder has to pay when the cardholder requests to increase or decrease the Credit Limit but does not change the Card class and is accepted by Techcombank.

4.15 **Fee for changing form of card issuance guarantee:** is the fee that cardholder must pay when cardholder requests to change the form of card issuance guarantee from secured to unsecured or vice versa and is accepted by Techcombank.

4.16 **Fee for changing collateral:** is the fee that cardholder has to pay when cardholder requests to change collateral and Techcombank accepts.

4.17 **Late Payment Fee:** is the fee that cardholder has to pay when the cardholder does not pay or pay an amount less than the Minimum Repayment Level before the Payment Due Date. This fee is calculated on the Unpaid Minimum Repayment Level.

4.18 **Other fees** (if any) as prescribed by Techcombank and publicly announced at Techcombank's headquarters and / or on Techcombank's website.

4.19 **Exchange rate:** Payment and refund transactions via credit cards in foreign currencies will be converted into Vietnam dong at the exchange rate of Techcombank or the International Card Organization on the transaction date or the date of transaction processing of the International Card Organization (rules for applying the exchange rate may change according to Techcombank's internal regulations from time to time).  
 Fees are applied according to the Fee Table issued by Techcombank from time to time and publicly announced at Techcombank's headquarters and / or on Techcombank's website.  
 The minimum period from the date of notification and provision of information about the above fees to the date of application of changes in fees is 07 days.

## 5. CREDIT INTEREST RATES AND METHODS OF CALCULATION

5.1. **Credit interest rate:** The interest rate of the credit card will be notified by Techcombank to the Customer at the time of card issuance. Interest calculation rate is converted at the rate of % / year (annual interest rate); one year is 365 (three hundred and sixty-five) days. Credit card interest rates may be adjusted by Techcombank when the management policies of the State, the provisions of law or the market changes, abnormal fluctuations or due to the characteristics of Credit Card Products. Techcombank will notify cardholders of the adjusted interest rate and time to apply the adjusted interest rate in the form of text or electronic data messages including but not limited to email, SMS, notification via e-banking channels,... as prescribed by law, and posted at Techcombank's headquarters and / or on Techcombank's

website. The adjusted interest rate is effective from the date specified in the notice or from the date Techcombank sends the notice (if the effective date is not specified on the notice). Within 5 days from the date Techcombank informs the adjustment of the interest rate, if the cardholder does not agree with the adjusted interest rate, the cardholder shall notify Techcombank to agree to terminate the Contract. Issuance and use of this card.

### **5.2. Interest method:**

5.2.1 For the outstanding interest (as specified in section 5.3 below), the interest is calculated on the actual outstanding balance of the cardholder and the actual outstanding time (from the date the transaction is updated on Techcombank's card management system to the end of the day immediately preceding the date the cardholder pays off the debt). The interest is calculated by day, accumulated and debited on the Statement Day. The time to determine the balance for interest calculation is the end of each day during the actual outstanding time (interest calculation period).

5.2.3 Interest calculation formula: The interest of each Statement Period is determined by the following formula:

$$\text{Interest} = \frac{\sum (\text{Actual outstanding} \times \text{Duration of outstanding} \times \text{Interest rate})}{365}$$

### **5.3. Provisions on interest exemption / collection for each type of transaction:**

Depending on the type of credit card, Techcombank will have different interest exemption / collection mechanisms.

5.3.1. With DreamCard credit card:

Techcombank will collect interest on goods and service payment and cash withdrawal transactions as soon as the cardholder makes a transaction using the DreamCard credit card.

5.3.2. With other credit cards:

5.3.2.1. For payment transactions of goods and services / fee transactions / interest transactions:

- a. At the latest by the payment due date before Cut-off time, if the Cardholder successfully pays the entire Escrow At the end of the period notified on the Statement, Techcombank will waive interest for all goods and services payment transactions / Fee collection transactions / Interest collection transactions arising in the Cardholder's Statement Period.
- b. At the latest by the payment due date before Cut-off time, if the cardholder does not pay the entire Balance at the end of the period, Techcombank will charge interest on the entire outstanding balance of payment transactions of goods and services / fee collection transactions / interest collection transactions arising in the Cardholder's Statement Period according to the principles specified in section 5.2 of these Terms and Conditions.

5.3.2.2. For cash withdrawals:

The outstanding balance of the cash withdrawal transaction will be charged interest according to the principles specified in section 5.2 of the Terms and Conditions for the Issuance and Use of this Card.

5.3.3. For transactions with review, cardholder's complaint:

Interest and fees of verification transactions and claims of cardholders incurred and not refunded by Techcombank during the Statement Period are also calculated according to the principles specified in sections 5.1, 5.2 and 5.3. Techcombank will refund the interest/fee incurred to the cardholder for the correct verification transaction or claim.

## 6. DEBT PAYMENT

- 6.1. **Order of debt payment:** Outstanding loan will be paid in the following priority order and according to the order of transaction time updated on the system: (1) Interests and fees; (2) Cash withdrawals; (3) Transactions to pay for goods and services.
- 6.2. **Payment of debt:**
  - 6.2.1 Techcombank regulates Statement date for each specific type of credit card. If the Statement date coincides with Saturday, Sunday or public holidays, the Statement date will be transferred 2 working days before.
  - 6.2.2 After Statement Day, Techcombank will list all cardholder transactions arising in the Statement Period, which are updated on Techcombank's system. Foreign currency transactions are converted into Vietnam dong (VND) at the exchange rate of the Bank's affiliated organization on the date of transaction processing. Techcombank will collect fees according to Techcombank's regulations from time to time.
  - 6.2.3 Cardholders are responsible for checking and paying Techcombank on time all arising debts specified on the Statement, at least equal to the Minimum Repayment Level. Cardholders must send their questions related to transactions on the Statement in writing to Techcombank within 10 days from the date the Bank sends the Statement. If within that time limit, Techcombank does not receive the cardholder's notice, the cardholder agrees to pay all transactions, fees and interests expressed on the Statement.
  - 6.2.4 The debt payment of the Cardholder is only counted as successful when Techcombank's system records the Cardholder's transaction (Techcombank receives a credit note with a true credit note). The payment amount received after Techcombank's cut-off time will be counted into the next working day. The Cardholder's CC will be restored by the exact amount that the Cardholder paid the next working day.
  - 6.2.5 In case the cardholder registers for an automatic debit in the forms specified by Techcombank, the cardholder authorizes Techcombank to automatically debit and debit money from the registered payment account of the cardholder opened at Techcombank to pay the value of the outstanding balance according to the cardholder's registration for

automatic debit. Cardholders must ensure that this registered account always has enough balance for Techcombank to debit and debit money from the day after the Statement Day to the Payment Due Day.

Techcombank is entitled to automatically debit the entire outstanding balance value that the Cardholder has registered from the Registered Account at any time from the Statement Date after the Payment Due Date. If during this period the balance in the Registered Account is not sufficient for Techcombank to debit the outstanding balance value registered by the Cardholder with Techcombank, the Cardholder is responsible for directly paying Techcombank the deficient outstanding balance value and bearing all fees and interests (if any).

6.2.6 In case the credit card is granted a limit for individual customers paying salary at Techcombank, if the customer has registered for automatic debit in the forms specified by Techcombank and received salary before the Statement Day, the cardholder agrees to authorize Techcombank to temporarily block part of the current account (salary account) that the cardholder registers for automatic debit, the amount is equal to the minimum payment limit or equal to the outstanding balance of the statement, depending on the value of the customer's registration for automatic debit at Techcombank. The amount that has been debited by Techcombank will be released within up to 02 working days after the Payment Due Date at that statement period.

6.2.7 In case the cardholder is issued with a credit card under the category of individual customers paying salary at Techcombank and has registered for automatic debit in the forms specified by Techcombank, Techcombank has the right to change the debit account of the cardholder if it detects that the account registered for debit is not the cardholder account receiving periodic income from the salary paying unit for the cardholder.

## **7. DEBT TRANSFER, INTEREST RATE EXCHANGE AND DEBT COLLECTION**

### **7.1. Transferring overdue debt**

After 1 day from the Payment Due Date, if the Cardholder does not pay or pays an amount smaller than the Minimum Repayment Level, the entire outstanding balance will be classified as Overdue.

### **7.2. Application of overdue interest**

If the Cardholder does not pay or pay an amount less than the Minimum Payment Level of three consecutive Statement Periods, Techcombank is entitled to apply an overdue interest rate on the total outstanding unpaid balance of the Credit Card from the fourth Statement Period. Overdue interest rate is provided by Techcombank and changed from time to time and published at Techcombank's headquarters and / or on Techcombank's website.

### **7.3. Debt recovery**

7.3.1 If the Cardholder fails to pay or pay an amount smaller than the Minimum Repayment Lease at the due date and there are signs according to Techcombank's assessment of solvency decline, Techcombank has the right to consider temporarily blocking the Card. Techcombank will stop temporarily blocking the Card when the Cardholder pays at least the Unpaid Minimum Repayment Lease.

7.3.2 If the Cardholder fails to pay or pay an amount smaller than the Minimum Repayment Level by the Payment Due Date of the Statement Period following the Unpaid Statement Period, Techcombank is entitled to consider blocking the Card temporarily. Techcombank will stop blocking the Card temporarily when the Cardholder pays at least the Unpaid Minimum Repayment Level.

7.3.3 If the cardholder does not pay or pays the amount smaller than the minimum payment limit by the Payment Due Date of the Second Statement Period following the Unpaid Statement Period, Techcombank is entitled to permanently block the Card, terminate the provision of Card services, withdraw the Card; carry out debt recovery procedures and disposal of immovable property.

7.3.4 In case the credit card outstanding is classified as overdue, the cardholder agrees that Techcombank has the right to debit/clear all accounts (including shared payment accounts), deposits and other deposited assets of the cardholder at Techcombank to collect the debt by the method Techcombank chooses without any further approval from the cardholder. In case of debiting/clearing deposits (saving books/cards, Deposit Contracts) of the cardholder to pay off the outstanding balance, Techcombank is exempt from liability for the early termination of the deposit term of the cardholder.

7.3.5 Cardholders must pay the costs incurred in connection with Techcombank taking measures to recover debts such as attorney's fees, court fees, fee for processing real property, travel expenses, communications, copying, photocopying, notarization, translation of documents, preparation of legal documents, enforcement fee without documentary evidence.

7.3.6 Upon the expiration of the Card Validity Period, if the Cardholder has not paid off the full balance, Techcombank is entitled to carry out debt recovery procedures, and disposal of real property.

7.3.7 The cardholder agrees for Techcombank to collect debt from the source of salary, income of the cardholder or from the agency, work unit or any other asset of the cardholder or collateral of other loans of the cardholder at Techcombank without certification of the cardholder. The handling of assets for debt collection will be performed in accordance with the provisions of Techcombank and the provisions of the law. Techcombank is entitled to make a Collections Authorization requesting Banks to open accounts for cardholders to extract money to collect

principal and interest in case the principal and interest debts of the cardholder are transferred to Overdue Liabilities, Overdue Interest Liabilities.

7.3.8 Cardholder agrees that if the Cardholder arises information / events in which Techcombank is entitled to temporarily block the card as specified in Article 9.2.1 (s) These Terms and Conditions, Techcombank is entitled to take the necessary actions to recover debts as specified in these Terms and Conditions without notifying the Cardholder. In this case, the Cardholder agrees for Techcombank to take the actions specified in Article 7.3.4, Article 7.3.7 and other provisions of these Terms and Conditions to recover debts until fully collecting unpaid balance of the Cardholder.

7.3.9 Cardholder's outstanding is understood to include the transaction principal, interest and related fees.

## **8. END OF CREDIT CARD**

8.1 Cardholders are responsible for paying all transactions before the Card is terminated and additional payments (if any) have not been updated on the Card Account according to Techcombank's notice. Techcombank will only release the collateral (if any) after at least 40 days from the date the cardholder's request for Card termination takes effect and the cardholder has paid all the security obligations with the collateral to Techcombank.

8.2 When unilaterally terminating the Contract for issuance and use of credit cards with Techcombank, the Cardholder is responsible for returning the Card to Techcombank and must send a written notice to Techcombank or call Techcombank's switchboard to announce the locking of the card. The termination of the Contract for issuance and use of credit cards with Techcombank is effective when the Cardholder pays the entire Balance; and the Inquiry and complaint of the Cardholder (if any) have been completely resolved.

8.3 When terminating the use of the Card at the request of Techcombank or the cardholder's request, all outstanding balance will be due and the cardholder is responsible for paying all costs incurred up to that time. If the cardholder has stopped using the Card but still continues to use the Card for transactions, the cardholder is still responsible for paying these transactions and interests and fees incurred in accordance with Techcombank's regulations.

8.4 Techcombank is entitled to terminate the provision of Card services and / or terminate the Credit Card Issuance and Use Contract with the Cardholder in the following cases:

- The cases are specified in section 7.3.1 and 7.3.2 of these Terms and Conditions;
- Cardholder has spent more than HMTD without Techcombank's permission;
- Cardholders violate the regulations on the issuance and use of Techcombank's Card, the Contract for the issuance and use of credit cards or the provisions of law;
- Techcombank finds that documents and information provided by cardholders are inaccurate, dishonest and false;

- e. Cardholder breaches the debt payment obligation (including principal, interest, fees and other costs incurred) with Techcombank and / or with any other third party;
- f. Cardholders involve in lawsuits and cases that in the view of Techcombank may seriously affect the ability of the cardholder to pay debts;
- g. Cardholder is arrested, sued, examined for criminal liability or to serve a criminal sentence;
- h. Cardholder is dead or missing;
- i. Cardholder divorces or divides property between husband and wife during marriage;
- j. Most of cardholder's assets are distrained, blockaded or impounded;
- k. collateral of cardholder is lost, damaged, reduced in value compared with the value of collateral valued at the time of granting limit according to the value of Techcombank / third party;
- l. Cases related to resignation, change in income or failure to meet the conditions for using cards as prescribed by Techcombank;
- m. Cases related to fake card and risk management (including cards with signs of fraud or violations of the law or other cases as assessed by Techcombank, cards that are lost or used for the wrong purpose, false transactions or violations of the Bank's policies or regulations)
- n. Cases related to resignation, change in income or failure to meet the conditions for using cards as prescribed by Techcombank;
- o. Other events that according to Techcombank's assessment and review are likely to affect the ability of cardholders to fully pay debts on time (including but not limited to events: failure to contact customers, customers with noticeable debt or higher levels at other credit institutions (overdue debt)
- p. For associated credit cards, Techcombank has the right to terminate the provision of card services when the primary cardholder of the associated credit card terminates/has its Membership terminated or when the cooperation program between Techcombank and Partner is terminated/expired or in other cases as specified in the agreement between Techcombank and Partner from time to time;
- q. Cardholder has permanently locked the card, paid off the outstanding balance of the credit card and has no request for card reissue within 90 days from the date of Card cancellation;
- r. Cardholder does not activate card within 75 days from the date of card issuance;
- s. Other cases as prescribed by Techcombank and law.

8.5 For cardholders holding other loans with collateral at Techcombank:

- a. When a cardholder settles a secured loan before the credit card expires, Techcombank will lock the card of the cardholder and the cardholder must settle the outstanding balance of the credit card before settling the loan with collateral.

- b. If the loan with collateral of the Cardholder is more than 90 days past due, the Credit Card of the Cardholder will be permanently locked and the Cardholder must pay off the outstanding balance on the Credit Card.

## **9. RIGHTS AND RESPONSIBILITIES OF PARTIES**

### **9.1. RIGHTS AND RESPONSIBILITIES OF CARD OWNERS**

#### **9.1.1. Cardholder rights**

Cardholders have the following rights:

- a. Being allowed to use card as prescribed in section 3 Article, this condition within issued branch.
- b. Being entitled to request Techcombank to provide periodic information or be provided with unexpected information about Card Transactions and balances, limits related to the use of Card in accordance with Techcombank's regulations.
- c. Cardholders have the right to request to review and complain about errors and violations (if any) arising in the process of using the card as prescribed by law.
- d. Other rights in accordance with the provisions of the Terms, Conditions, Credit Card Issuance Request for Individual Customers and relevant provisions of law.

#### **9.1.2. Responsibilities of cardholders**

In addition to the responsibilities specified in other terms of these Terms and Conditions, the cardholder has the following responsibilities:

- a. Provide sufficient and accurate documents, papers and necessary information as requested by Techcombank when applying for a card and during the use of the card.
- b. Use the credit card limit for the right purposes: payment for goods and services, cash withdrawal or other allowed transactions. The cardholder is fully responsible before the law for the use of money according to the credit card limit for the wrong purpose.
- c. Directly come to Techcombank to receive Card/PIN or request Techcombank to send Card/PIN by post to the cardholder's address registered with Techcombank on the Application Form or to the requested cardholder's address (applicable only in some special cases according to Techcombank's regulations from time to time) or authorize another person to receive Card/PIN. Power of attorney is made in writing directly at Techcombank or must be notarized or authenticated. In case of authorizing another person to receive/activate Card/PIN or registering to receive Card/PIN via post, the cardholder must bear all possible risks, except otherwise due to Techcombank's fault. In case of receiving the card via post or authorizing another person to receive the card / PIN, the cardholder must call Techcombank to confirm the receipt of the card and request activation via the switchboard number provided by Techcombank in the card delivery envelope or send an SMS to the switchboard number provided by Techcombank or the cardholder directly visits Techcombank's Branch /

Transaction Office or directly registers via Techcombank Online Banking/ Techcombank Mobile to request card activation.

In case the cardholder registers to receive a PIN through e-banking service channels, including but not limited to via SMS sent to the mobile phone number the cardholder registers with Techcombank or via Techcombank Online Banking/ Techcombank Mobile services that the cardholder participates in, the cardholder will receive a PIN after the card is successfully activated according to the following operations :

Cardholder's PIN is short-term validity, expressed in the SMS sent by Techcombank to the cardholder, or on the screen of Techcombank Online Banking/ Techcombank Mobile, etc. the cardholder is responsible for protecting the information and change a new PIN at Techcombank's ATMs after receiving a first-time PIN before the PIN expires according to Techcombank's regulations.

In case the customer activates the card through the Electronic Banking Application, after the customer successfully activates the card the system displays a screen to allow the customer to enter create a PIN code and confirm a newly created PIN (requiring the customer to enter 2 times, the second PIN code must coincide with the first PIN code), after the customer completes creating a PIN code the system sets up a PIN for the card and displays a screen to congratulate the customer. Have successful card installation. PIN code created by the cardholder is used in card transactions, cardholders are not required to change a new PIN code at Techcombank's ATMs after creating a PIN code for the first time and are responsible for protecting the information about the PIN code.

- d. Within 75 days from the date of card issuance, the cardholder is responsible for activating the card. After this time limit, the card that is not activated will be cancelled and the cardholder is liable for the issuance fee and annual fee for the first year from the date of card issuance.
- e. Cardholder is responsible for sending SMS / call to Techcombank from the mobile phone number that the Cardholder has registered with Techcombank to request Card activation (in accordance with the syntax Techcombank specified from time to time) if the Cardholder registers for Card activation via SMS / call. The Cardholder is responsible for bearing all possible risks.
- f. Cardholder is responsible for card management and PIN security. Cardholder must not transfer card or give card to other people, PIN must not be disclosed to anybody.
- g. Sign the form in the signature box on the back of the card right after receiving the card.
- h. Notify Techcombank in the fastest possible way when the card is stolen, lost, revealed PIN or suspected that the card is being abused according to phone number: (84-24) 39446699 / (84-24) 39449626 / 1800588822 / 1800588823 etc or other hotline phone numbers of

Techcombank posted on Techcombank's website from time to time, or any branch / PGD of Techcombank nearest. Cardholders must confirm their notice in writing to send to Techcombank (if they were notified in other forms), and pay fees as prescribed by Techcombank.

- i. Cardholder is responsible for paying fully and on time to Techcombank principal, interest and fees arising due to the use of Card according to the Statement prepared by Techcombank and sent to the Cardholder. In case the Cardholder performs Card Transaction but does not receive or receives the Statement late, the Cardholder is still responsible for paying principal, interest and fees arising due to the use of Card as prescribed after Techcombank gives proof of having sent the Statement to the Cardholder.
- j. Immediately and unconditionally refund to Techcombank at Techcombank's request for amounts that cardholders withdraw in excess, withdraw / pay in excess of HMTD, transactions mistakenly credited to Cardholder's Account, transactions to review claims at ATMs and CPBs that have been advanced to the Cardholder and other mistaken transactions that the Cardholder cannot prove the lawful ownership. Cardholders agree to let Techcombank automatically debit, temporarily block and extract money on the payment accounts / deposits of the Cardholder opened at Techcombank to recover these amounts without informing the Cardholder.
- k. Do not use the lost or stolen card that the cardholder informed Techcombank
- l. Not to use the card to pay for illegal gambling transactions or other illegal transactions in accordance with current law.
- m. Return the card to Techcombank when: the card is reported stolen or lost before; when the card is expired; when the cardholder has no need to continue using the card; and other cases requested by Techcombank.
- n. Recognize invoices and documents related to Card Transactions that have been recorded and provided by Techcombank system. Cardholders are responsible for paying for all transactions with the signature and / or use of the Card PIN and other transactions if Techcombank provides proof that the Card is performed without the Cardholder's signature.
- o. Primary Cardholder is responsible to Techcombank for the use of Secondary Cardholder's Card.
- p. Responsible for resolving conflicts with the CPB regarding issues related to Card Transactions without delaying the payment on the Payment Due Date.
- q. Use the Card in the CC issued by Techcombank, except when Techcombank agrees to allow the Cardholder to use the card beyond the limit and the Cardholder is responsible for paying the fee according to Techcombank's regulations when using the Card beyond the issued CC.

- r. Pay the disputed amount of Card Transaction and other fees incurred according to the provisions of TCTQT when the dispute is brought to an International Arbitration and the International Arbitration deals with the losing cardholder.
- s. Immediately inform Techcombank in writing of changes in the information provided in the Application for International Credit Card Issuance for Individual Customers or other information requested by Techcombank.
- t. In compliance with Techcombank's current regulations and policies related to granting credit and in the event that the regulations and policies of this policy change, the cardholder commits to strictly comply with the regulations and policies that have been changed on time according to Techcombank's notice.
- u. Carry out full settlement of issued credit card balance based on loan with collateral (if any) in case the Cardholder performs the settlement of the loan with collateral and takes out the last collateral inventory of the Cardholder at Techcombank.
- v. The cardholder agrees that the request for reviewing the complaint with the Card Service, the cardholder is responsible for implementing the request (if any) in writing within 60 days from the date the transaction arises or from the date the rights and obligations of the Cardholder are violated by one of the following methods: (i) via telephone switchboard (phonic, operating 24/24 hours a day, 7/7 days a week) or in writing at Techcombank's transaction points. In case the cardholder sends a review request or complaint via Techcombank's call center, or through online channel Techcombank requests the cardholder to provide necessary information to verify the customer. In case of authorizing another person to request a trace request or complaint, the cardholder shall comply with the law on authorization. Techcombank will refuse to receive the complaint checkout request if within 60 days from the date of the transaction the cardholder does not send the checkout request to Techcombank.
- w. In cases where customers do not strictly follow Techcombank's recommendations on ensuring card safety, customers will be responsible for all risks (if any)
- x. Other responsibilities as prescribed by the Terms, conditions and relevant regulations of law.

## **9.2. RIGHTS AND RESPONSIBILITIES OF TECHCOMBANK**

### **9.2.1.Techcombank rights**

In addition to the other rights specified in these Terms and Conditions, Techcombank has the following rights:

- a. Techcombank is exempted from liability in case the processing system, communication system... has problems, or for any reason beyond Techcombank's control
- b. Refuse to license unlawful or invalid card transactions as prescribed by Techcombank and the law or in cases beyond Techcombank's control.

- c. Request cardholders to provide sufficient necessary information and documents when applying for a card and during the process of using the card.
- d. Techcombank has the right to refuse to process or pay for Card Transactions in the following cases :
  - (i) Use the Card to perform prohibited card transactions as prescribed by Techcombank and the law;
  - (ii) Card is reported as stolen or lost by the cardholder;
  - (iii) Card is expired;
  - (iv) The card is locked;
  - (v) The remaining credit limit (if any) is not enough to pay the payment or withdrawal;
  - (vi) Cardholder violates the provisions of these Terms and Conditions or the agreement between the cardholder and Techcombank under which the Card is rejected from payment;
  - (vii) Fake credit card or associated with fake transactions;
  - (viii) The card is terminated according to section 8.4 Article 8 of these Terms and Conditions.
- e. Collect information from other organizations about cardholders.
- f. Provide competent agencies and other authorized organizations and individuals with information about cardholders, PIN numbers, Statements and Card Transactions in accordance with law; provide cardholder's Card Transaction information via the Mainline when the information requester declares the correct cardholder information registered in the international credit card issuance request for individual customers.
- g. Being entitled to actively increase or decrease HMTD and / or change Cardholder's Card class in accordance with Techcombank's regulations.
- h. Have the right to block the card/features on the card when receiving the notice that the card is stolen, lost, revealed PIN or the Bank suspects that the card/card information is being abused according to the agreed phone number/email address in the Terms and Conditions for the Issuance and Use of this card and calls from Techcombank via hotline: (84-24) 39446699 / (84-24) 39449626 / 1800588822 / 1800588823.
- i. Revocation of card at any time by notifying the cardholder or through card payment service providers in case the cardholder violates the provisions of law, Techcombank, TCTQT or otherwise violates the agreements in these Terms and Conditions, or in case the card is suspected to be fake or fake. In this case, Techcombank is excused from responsibility for any harm to the honor and reputation of the cardholder in the withdrawal of the card.
- j. Debit the Master account of all Card Transactions, fees and interests arising in connection with the issuance, use and payment of Cards according to the fee schedule set by

Techcombank from time to time in accordance with the provisions of the law and the agreement in the Terms and Conditions of this Article.

- k. Request cardholders to pay card transactions and interests and fees incurred in connection with the issuance, use and payment of the Card.
- l. Techcombank is not responsible for any cases where the Card is rejected by the CPB. At the same time, Techcombank is not responsible for the provision of goods and services paid for by the Card and has the right to debit the account of the value of transactions paid for by the Card whether goods and services are delivered, received or performed.
- m. Being entitled to request the cardholder to use all assets and income of the individual and the cardholder's family; Requesting the party holding the assets of the cardholder, cardholder's family, cardholder's members to transfer to Techcombank to pay and refund principal, interest and other fees arising from the cardholder; Being entitled to record all communications of the cardholder via phone and / or any verbal information between the cardholder and Techcombank in the process of using the card.
- n. Be entitled to use collateral of other loans of cardholders at Techcombank to collect debt for credit card loans when the outstanding credit card of the cardholder turns into overdue debt.
- o. Being entitled to contact with the spouse/reference person of the cardholder that the cardholder has filled in the Card Issuance Application Form in case of need.
- p. In case of issuing an associated credit card, Techcombank is entitled to provide cardholder information (including but not limited to personal information, card issuance information, cardholder transaction information, etc) to the Partner to provide added value for cardholders under the Partner's program.
- q. Being entitled to use the latest information declared by the cardholder to update for all services registered at Techcombank.
- r. Be entitled to temporarily block credit card of the cardholder until the cardholder submits card opening documents in accordance with Techcombank's regulations from time to time in case the cardholder makes loan settlement with collateral and delivers the last collateral inventory at Techcombank.
- s. Being entitled to proactively temporarily block the credit card of the cardholder in the following cases: (i) related to fake and risk management (including card with signs of fraud or violation of the law or other cases according to Techcombank's assessment, card lost or used for the wrong purpose, fraudulent transactions or violations of the Bank's policies or regulations); and (ii) according to Techcombank's assessment and review it is likely to affect the ability of cardholders to pay fully and on time (including but not limited to events: failure to contact the customer, customer refusal to pay, customer has debt needing attention or higher levels at other credit institutions (overdue debt...))

- t. Techcombank has the right to proactively cancel the customer's card if the customer does not receive the card/the card deliverer cannot contact the customer to deliver the card/the delivery card is not successful and is returned by the Techcombank's card delivery partner.
- u. For Credit Cards issued under the name of individual customers paying salary at Techcombank, Techcombank has the right to lock / temporarily lock the Credit Card of the Cardholder and take measures to recover loans in case the salary payment unit of the Cardholder has signs according to Techcombank's assessment that may affect the income source and ability to pay debts fully and on time. cardholder (late payment of salary, unsecured credit history, stop paying salary via Techcombank, business and production difficulties....)
- v. The right to proactively suspend card transactions by electronic means with customers who have not completed the comparison of biometric information as prescribed in Circular 18/2024/TT-NHNN.
- w. The right to actively suspend card transactions with customers whose identity papers and documents proving the Customer's residence in Vietnam have expired
- x. Other rights as prescribed by the Terms, conditions and relevant law provisions.

### **9.2.2. Responsibilities of Techcombank**

Techcombank has the following responsibilities:

- a. Comply with regulations on Card Issuance and Payment of Vietnamese law and TCTQT.
- b. Keep information related to the cardholder confidential as prescribed by law and only provide this information in the cases prescribed by law and agreement with the cardholder.
- c. Address tracing requests and complaints of cardholders related to the use of the card in accordance with the provisions of law and international organizations.
- d. Lock card within 2 working hours after receiving a notification in writing or by call of the cardholder's lost, stolen or compromised PIN at Techcombank
- e. Techcombank will be responsible for transactions related to the card that has been informed by the cardholder about the theft or loss of the card after 5 working days from the date of receipt of the written notice of the cardholder.
- f. For the deposit to increase the credit card temporarily, Techcombank will release the deposit after 40 days from the date the temporary credit card expires and the cardholder has paid all the Card Transactions and interests and fees arising related to the increased credit card.
- g. Techcombank must notify the cardholder or post on Techcombank's website at least 03 days before changing or stopping providing services. All information is considered that the cardholder has received within 03 days from being posted on the website or otherwise selected by Techcombank.

- h. Techcombank must notify the cardholder or post on Techcombank's website at least 07 days in advance when changing the Card Service Fee Schedule. All information is considered that the cardholder has received within 07 days from being posted on the website or otherwise selected by Techcombank.
- i. Send Statement to cardholder issuing card under salary payment project via mobile phone or email, electronic statement query portal.
- j. Refund positive amount on the credit cardholder's account after the cardholder has fulfilled all debt payment obligations to Techcombank in the following cases:
  - (i) Cardholder sends request to request the Bank to refund the positive amount on the credit card account
  - (ii) After 3 months from the date of permanent card lock, Techcombank will review and refund the positive amount on the credit card account to the cardholder.
- k. Other responsibilities are as prescribed in the Terms and Conditions for Issuance and Use of this Card and other relevant regulations of law.

### **9.3. CARD OWNER'S COMMITMENT**

- a. Commit not to perform transactions in contravention of the laws of the Socialist Republic of Vietnam or the host country where the cardholder uses the card for transactions.
- b. Commitment to take responsibility for all card transactions performed before Techcombank receives a written notice of the card being stolen, lost, revealed its PIN or suspected of being taken advantage of, including but not limited to fraudulent transactions and / or fake signature by any person.
- c. Agree with and allow Techcombank to search for information related to cardholders from any third party in accordance with Techcombank's regulations, including providing / receiving cardholder credit information (including data, figures, data) for / from the Credit Information Company to which Techcombank is a contractor (VIETNAM CREDIT INFORMATION JOINT STOCK COMPANY (PCB), business code: 0102547296, first registered on Nov 27, 2007 and other credit information companies as notified by Techcombank from time to time) to ensure compliance with the provisions of law. In case the credit information company is withdrawn certificate, Techcombank will stop providing credit information of the cardholder to the credit information company and Techcombank agrees that the credit information of the cardholder at the credit information company is processed according to the Government's regulations on the provision of credit information services. Techcombank is responsible for notifying the cardholder of the credit information processing of the cardholder within 10 working days from the date Techcombank receives the credit information company's notice of the plan for processing credit information.

- d. Agree to let Techcombank have the right to decide to provide card transaction information to a third party providing card operation support services (such as Service to print and send Statements or other services selected by Techcombank not contrary to the provisions of Vietnamese law) or third parties cooperating with Techcombank in expanding and adding use value Card for cardholders or police agencies, the State Bank to investigate transactions in accordance with the provisions of Vietnamese law.
- e. Agree with and allow Techcombank to provide information related to Cardholders and this Contract to Third Parties that are individuals or organizations with the function of performing activities to collect debt, purchase debt, debt handling, audit, consult, credit information without notifying the Cardholder about this. For clarification, the Cardholder agrees that the Third Party receives cardholder information and this Contract has the function of collecting debt, buying debt, handling debt is allowed to provide this information to any individual or organization to perform debt collection activities.
- f. Agree with and allow Techcombank to provide information related to cardholders and this Contract to Third Parties are individuals and organizations with functions for the purpose of providing, introducing, supporting cardholders about information related to Techcombank's products and services without notifying cardholders about this.
- g. In case of issuing an associated credit card, the cardholder agrees to have Techcombank provide cardholder information (including but not limited to personal information, card issuance information, Cardholder Transaction information. etc) for the Partner to serve the provision of added value to the cardholder in the Partner's program.
- h. The cardholder commits to using the prioritized monthly income to refund the outstanding balance of the Statement. The cardholder authorizes Techcombank to fully deduct the monthly salary and income of the cardholder from the cardholder's current account at Techcombank or directly contact to receive money from the cardholder's working unit. The cardholder authorizes the agency / unit where the cardholder is working to deduct his salary, monthly income and other income (if any) to pay Techcombank. This authorization is only expired when the cardholder has paid all principal and interest arising in Techcombank.
- i. In case of not continuing to work at the current agency, the cardholder commits to notify Techcombank 7 days in advance of the leave date.
- j. Cardholders recognize, irrevocably reject and are responsible for paying for all transactions performed in accordance with Techcombank's regulations on payment processes using Cards via the Internet and / or using the cardholder's signature or electronic signature without canceling, denying, refusing, changing or rejecting the transaction for any reason; commit to bear all risks related to the transaction was performed.

- k. For transactions performed by electronic means, cardholders are fully aware of the risks they may encounter when performing transactions, commit that the activities performed by their electronic documents match regulations and take responsibility for the damage caused by accidental or intentional disclosure of their electronic signatures, leading to being taken advantage of by thieves.
- l. Cardholders commit to accepting and waiving the right to complain when transactions may be interrupted or unable to be performed due to network, transmission line, system, electrical or other technical errors of service suppliers or Techcombank's, or due to problems arising from the causes of weather, earthquakes, natural disasters...
- m. In case the cardholder makes payment using the card via the Internet to pay for the service suppliers (CUDV), the cardholder commits to be responsible for performing the payment process as agreed with the CUDV, is responsible for transactions providing inaccurate Service Code, Payment Code and other relevant information; resolve disputes related to the provision of services by the CUDV about the payment amount, payment code, time; take responsibility for transactions sent many times and other problems between the cardholder and the CUDV at all times, including before, during and after Techcombank has transferred money to the CUDV's account.
- n. For card transactions such as MOTO and other transactions such as on the internet, cardholders agree that the cardholder may have to register with Techcombank to perform these transactions or these transactions may be performed immediately after the cardholder agrees the card is activated, depending on Techcombank's regulations from time to time. Cardholders commit to being aware of the risks and agree if Techcombank opens this feature without the cardholder's registration
- o. Cardholder commits to only use the Card in accordance with the payment process using the Card via the Internet prescribed by Techcombank and use the Card within the allowed balance and within the payment limit prescribed by Techcombank from time to time.
- p. If registering to issue an Associated Credit Card, the cardholder agrees with all Techcombank's regulations on the issuance and use of associated credit cards.
- q. In case the cardholder requests help to Techcombank (e.g. adjusting card use limit, temporarily locking the card, canceling the card, etc.) through forms including but not limited to that the cardholder directly calls Techcombank (applicable only to cases of help via phone according to Techcombank's internal regulations from time to time), the cardholder directly visits Techcombank's Branch / Transaction Office, the cardholder directly registers via Techcombank Online Banking/ Techcombank Mobile, or other forms as regulated by Techcombank from time to time etc. The cardholder is responsible for all services Cardholders request Techcombank to change.

- r. Agree to let Techcombank perform confirmation for all or part of online card payment transactions in case of using confirmation form for online card payment transactions according to EMV 3-D Secure standards. Confirmation of online card transactions will comply with relevant regulations of Techcombank from time to time.

## **10. REGULATIONS ON INSURANCE FOR INSURED CREDIT CARDS**

### **10.1. COMMITMENT OF GENUINE CREDIT CARD OWNERS TO BE INSURED :**

- a. Agree to let Techcombank, doctors, health organizations and other relevant organizations and individuals provide the Insurance Company and reinsurance companies with information related to the performance of the Insurance Contract part concluded on the basis of the Request for issuance of an international credit card cum use contract.
- b. After successfully opening a card, depending on the type of card, the main insurance credit card holder will become the Insured according to the type of insurance product purchased from time to time by Techcombank.
- c. In case of arising risks under the insurance responsibility of the Insurance Company, the main insurance credit card holder agrees for Techcombank to become a Beneficiary / Receiver of Insurance Benefits. Techcombank will use this Insurance Benefit to pay off the debts that the Cardholder has not paid to Techcombank (if any).

### **10.2. APPOINTMENT OF INTERESTERS**

Techcombank and the insured primary credit cardholders agree to designate Techcombank as the first beneficiary in case an insurance event occurs for the primary cardholder under the coverage of the insurance product, and will not complain to the Insurance Company after the insurance benefits are paid by the Insurance Company to Techcombank. Accordingly, the Insurance Company will pay the insurance benefit to Techcombank, and Techcombank is entitled to use this insurance benefit to pay the debts that the Primary Cardholder of the insured credit card has not paid to Techcombank (if any). After offsetting the debts, if the insurance benefit is not sufficient compared to the debts that the Primary Cardholder of the insured credit card has to pay to Techcombank, the responsibility to continue to pay the debt fully and on time and pay arising fees and interest (if any) shall comply with the provisions of Techcombank and the law; if the insurance benefit is more than the debts that the Primary Cardholder of the insured credit card has to pay to Techcombank, Techcombank is responsible for refunding the remaining insurance benefit in accordance with the provisions of Techcombank and the law.

### **10.3. AUTHORIZED TO RECEIVE INSURANCE BENEFITS**

In case the Insurance Company settles insurance benefits upon the occurrence of an insurance event, the Primary Cardholder of the insured credit card agrees to authorize

Techcombank to receive all these insurance benefits on behalf of the Primary Cardholder of the insured credit card with the following agreements:

- a. This authorization is valid for the credit card lifetime and throughout the effective period of the Insurance Contract section pertaining to each primary credit card holder insured;
- b. This authorization is not amended, supplemented, replaced, canceled, terminated during the effective period of the part of the Insurance Contract pertaining to each Primary Credit Card Holder to be insured.
- c. Techcombank is entitled to use this Insurance Benefit to pay the debts that the Primary Cardholder of the insured credit card has not paid to Techcombank (if any). After offsetting the debts, if the insurance benefit is not sufficient compared to the debts that the Primary Cardholder of the insured credit card has to pay to Techcombank, the Primary Cardholder of the insured credit card is responsible for continuing to pay the debt fully, on time and pay the fees and interest (if any); if the insurance benefit is more than the debts that the Primary Cardholder of the insured credit card has to pay Techcombank, Techcombank is responsible for returning the remaining amount to the Primary Cardholder of the insured credit card in accordance with Techcombank's regulations and law.
- d. To offset the outstanding debts of the primary cardholders of credit cards, Techcombank is entitled to temporarily block/freeze the account of the primary cardholder in case of need.

#### **10.4. INSURANCE BENEFITS SETTLEMENT**

- a. In case if the insurance event occurs and is under the scope of insurance contract granted to the primary cardholder of the insured credit card, the requester for settlement of insurance benefits must notify Techcombank or the Insurance Company, within 30 days from the occurrence of the insurance event. Techcombank and the Insurance Company shall coordinate to settle insurance benefits for the requester to settle insurance benefits as agreed between Techcombank and the Insurance Company.
- b. Techcombank and the Insurance Company are independent of the Primary Cardholder of the insured credit card in performing their rights and obligations. Techcombank is not responsible for answering/settling claims from cardholders related to the performance of the Insurance Company's insurance obligation.

### **11. OTHER TERMS**

#### **11.1. OTHER REGULATIONS**

- a. If the Cardholder uses the Card to book services but does not use those services and does not notify the cancellation of the services within the time limit specified by the CPB, the Cardholder may have to pay part or all of the service value, the relevant taxes and fees as prescribed by each CPB. Techcombank has the right to debit the Cardholder's Account in these cases.

- b. If Techcombank considers that the cardholder still meets the conditions for issuing a credit card according to Techcombank's regulations, Techcombank may consider and carry out credit card re-issuance procedures to replace the expired credit card for the cardholder in accordance with Techcombank's conditions and regulations from time to time in the following cases:
  - (i) Within 60 days before the Card expiration date, Techcombank does not receive any notification about the Card suspension from the Cardholder; or
  - (ii) Within 90 days after the card expiration date, Techcombank receives the notification of the credit card replacement reissue request from the cardholder.
- c. In case Techcombank considers that the re-issuance of a credit card to replace an expired credit card has met the conditions specified at point b above, the Cardholder will automatically accept the Credit Card Issuance Request that the Cardholder has signed before with these Terms and Conditions will automatically be extended according to the new validity period of the Replacement Credit Card. Any other request of the Cardholder related to the re-issuance and use of the Card must be made in writing or in another form allowed by law or agreed by the two parties. Techcombank will not be held liable for any losses arising from complying with requests not made by cardholders through these forms.
- d. Unless Techcombank has a written waiver of its rights, powers or remedies, any failure or delay in exercising any of Techcombank's rights, powers or remedies will not be deemed as a full or partial waiver of such rights, powers or remedies.
- e. Increased costs: When an event increases Techcombank's costs, Techcombank will calculate and notify the cardholder of the increased cost that the cardholder is obliged to pay. Within 15 days from the date of notification, the cardholder is obliged to refund Techcombank the increased cost amount specified in the Notice. In case the cardholder fails to pay this Increased Cost Amount, the cardholder will have to pay an interest on this late payment amount according to the Late Payment Penalty Interest, the method of calculating the interest is specified in the Terms and Conditions for the Issuance and Use of this Card.
- f. For Vietnam Airlines Techcombank Visa Associate Card, the maximum time limit for claims about miles is 120 days from the date of transaction.
- g. Refunding money / accumulating points for cards with refunding function / accumulating points for customers is performed in accordance with Techcombank's regulations from time to time and is posted on the official website of the Bank at: [www.techcombank.com](http://www.techcombank.com). Refunding function / accumulating points is an added value that Techcombank offers cardholders for specific Card types, therefore, from time to time, Techcombank has the right to cancel, change, adjust the contents related to this function. Techcombank will notify about the cancellation / change / adjustment of content related to the refund feature / point

accumulation on Techcombank's website and / or send a notice to the cardholder via one of the following media: email, landline phone, message via cardholder's mobile phone, respective Service screen or otherwise notify Techcombank as appropriate. Changes, amendments and adjustments will be effective on the date specified in the notice.

Card transactions without refund are card transactions that show signs of profiteering, using cards for the wrong purposes, short selling and buying...

In case Techcombank suspects that a card transaction is not refundable, Techcombank has the right to request the cardholder to provide invoices and documents related to the transaction to prove that the cardholder's transaction is the purchase and sale of goods and services in accordance with the provisions of law and Techcombank's refund conditions. Cardholders supplement valid documents / VAT invoices / purchase invoices from tax authorities to Techcombank within 05 working days at Techcombank's transaction location immediately after the date of notification. In case the cardholder adds documents / invoices after the required time, Techcombank has the right to refuse refund / points accumulation and recover the value of refund / points accumulation transactions that were paid by Techcombank or points have been accumulated.

Techcombank has the right to debit or debit the value of refund/point accumulation transactions on the credit card account of the cardholder at Techcombank not accepted by Techcombank in the event that the cardholder does not provide relevant invoices and documents or the relevant invoices and documents provided by the cardholder are not in accordance with Techcombank's regulations

- h. Force Majeure Event. Force majeure is events that occur beyond the control of the Bank, are unforeseeable and cannot be prevented, are the direct cause of loss or damage to the Customer and impede the ability of the Bank in the process of fulfilling its obligations to the Customer. The Bank shall not be liable for Force Majeure Events such as the failure to have available funds or any losses incurred by Customers due to restrictions on their ability to convert or transfer, cases of complaints, mandatory money transfers, changes in law (e.g. regulations on foreign exchange management), shutdown, confiscation, war or civil war, natural disasters, epidemics, strikes, strikes or other causes beyond the Bank's control, regardless of whether arising within or outside Vietnam or wherever deposited funds are or may be transferred.

## **11.2. AMENDING AND SUPPLEMENTING CONTENTS**

- a. Techcombank has the right to amend and supplement the contents of these Terms and Conditions for Issuance and Use of Cards by sending a written notice to the Cardholder or notice on Techcombank's website. These amendments and supplements are effective from the date specified in the notice or from the date Techcombank sends the notice (if the

effective date is not specified on the notice).

- b. Within 5 days after Techcombank notifies the amendment or supplementation of these Terms and Conditions, if the cardholder disagrees with the amendments or supplements made by Techcombank, the cardholder shall notify Techcombank to agree to terminate the Contract. Issuance and use of this card.
- c. If the cardholder continues to use the card after 5 days from the date Techcombank informs about the amendment and supplementation of the Terms and Conditions, the cardholder is understood to accept those amendments and supplements completely.

#### **11.3. ADJUSTMENTS TO LAW AND SETTLEMENT OF DISPUTES**

- a. These terms and conditions for card issuance and use are governed by the laws of the Socialist Republic of Vietnam and regulations on international card issuance, use and payment.
- b. If any dispute arises or relates to the interpretation of terms and conditions as well as the performance of this Card Issuance and Use Contract between the Cardholder and Techcombank, it will first be resolved through Negotiation and Reconciliation. In case of unsuccessful reconciliation, the parties have the right to take the dispute to the competent Court in Vietnam for resolution.

#### **11.4. VALIDITY PERIOD AND IMPLEMENTATION TERMS**

- a. These card issuance terms and conditions are effective for the cardholder from the date the Cardholder's Card is activated by Techcombank until the Cardholder fulfills all payment obligations under the Card Issuance Request cum Contract or within 90 days after the card expiration date, Techcombank does not receive the Cardholder's notice of the replacement card re-issuance request, whichever is later.
- b. The documents attached to these Terms and Conditions or for the purpose of implementing the Terms and Conditions for the Issuance and Use of this Card (Request for Issuance of International Credit Card, Letter of Confirmation from the Employee, Security Contract, Statement, Fee Schedule for Issuance and Use of Card, Application/request for Increase / Reduction of Credit Limit, Terms and Conditions for opening account and using account services at Techcombank, other requests for assistance from the Cardholder via Techcombank Call Center...) are an integral part of these Terms and Conditions and all of these documents constitute the Credit Card Issuance and Use Contract.
- c. Cardholder confirms to have read, understood and agreed with the Terms and Conditions, the Terms and Conditions for opening account and using account services at Techcombank, have been accurately and fully explained by Techcombank about the contents before signing. Credit card issuance and use contract is made in Vietnamese. If a foreign party is involved, the parties agree to use a common foreign language version enclosed with a Vietnamese

version. In case there is a contradiction between the Vietnamese version and a foreign language version, the Vietnamese version is valid.

d. Cardholders can refer to the content of these Terms and Conditions at Techcombank's website.