

DEBIT CARD TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF DEBIT CARDS ISSUED BY SACOMBANK TO CARDHOLDERS

Effective 20 August 2009

» ARTICLE 1. GENERAL ACKNOWLEDGEMENT

The content of these Terms and Conditions together with the Application and Agreement constitutes the contract between Sacombank and the Cardholder (the "Contract"). In entering into the Contract, evidenced by the signing of the Application and Agreement, Sacombank and the Cardholder bind themselves to comply with these Terms and Conditions governing the issuance and use of the Card.

Sacombank agrees for the Cardholder to perform Transactions in accordance with the Contract.

The Cardholder is responsible for reading carefully and considering these Terms and Conditions before using the Card.

» ARTICLE 2. EXPLANATION OF TERMS

1. "Sacombank": means Saigon Thuong Tin Commercial Joint Stock Bank.
2. "ATM": means a card operated machine whether belonging to Sacombank or any other organisation which is authorised to accept the Card and allows the Cardholder to conduct certain forms of Transactions.
3. "Account": means the Principal Cardholder's designated bank account held with Sacombank through which Transactions are settled.
4. "Card": means the debit card issued by Sacombank to the Cardholder to conduct Transactions on the Account, including any renewal or replacement Card thereof.
5. "Cardholder": means the person whose application for a Card has been accepted by Sacombank and who is issued a Card, including the Principal Cardholder and/or the Supplementary Cardholder.
6. "Principal Cardholder": means the person in whose name the Account is held with Sacombank and is the person responsible and liable for all Transactions, fees and charges related to the Card (including the use of Supplementary Cardholders).
7. "Supplementary Cardholder": means the person who is authorised to be issued a Card by the Principal Cardholder as evidenced by the Cardholders signing the Application and Agreement.
8. "Transaction": means any payment made or any amount charged for goods, services, benefit, withdrawal of cash, transfer or deposit of funds and/or any other action made through the use of the Card at ATMs or Card Accepting Agents whether conducted with PIN, signature or otherwise.
9. "Card Accepting Agent": means any organisation or individual which is authorised to accept the Card and allows the Cardholder to conduct certain forms of Transactions.
10. "PIN" or "Personal Identification Number": means the code of numbers and/or characters assigned by Sacombank to a Cardholder, or selected (where available) by the Cardholder, in relation to a Card required to conduct certain forms of Transactions at ATM or POS.
11. "POS": means a device used by a Card Accepting Agent to perform certain forms of Transactions.

» ARTICLE 3. THE CARD AND PIN

1. The Cardholder must sign the Card immediately upon receipt.
2. By signing or using the Card, the Cardholder is deemed to have read, understood and accepted these Terms and Conditions.

3. The Card shall remain the property of Sacombank at all times. The Cardholder shall not transfer the Card and shall maintain control and custody of the Card at all times. At Sacombank's request, which may be made at any time, the Cardholder must immediately return the Card cut in half to Sacombank.
4. Only the Cardholder may use their Card, and the PIN where required, to conduct Transactions.
5. The Cardholder agrees not to use the Card, or allow the Card to be used, for any illegal purpose or in contravention of the laws of any jurisdiction, including violations of any regulation on foreign currency exchange, investment or usage.
6. The PIN issued to the Cardholder for use with the Card is non-transferable and strictly confidential. The Cardholder shall not assign, disclose or allow the disclosure of the PIN to any other person whether voluntary or otherwise. Any Card usage conducted with the PIN, whether made by the Cardholder or any other person, shall be the liability of the Cardholder and shall be charged to the Account.

» ARTICLE 4. THE ACCOUNT AND TRANSACTIONS

1. Sacombank has the right to debit or credit the Account, at any time and without notice or demand to the Cardholder, for the value of any Transactions, fees, charges and/or any other amounts due under this Contract whether made by the Cardholder or any other person.
2. The Primary Cardholder warrants that he/she has full authority to authorise Sacombank to debit or credit the Account under the terms of the Contract and indemnifies Sacombank for any loss or damage suffered by Sacombank in connection to anything arising out the credit or debit of the Account.
3. If the Cardholder uses the Card to make a reservation or reserve a priority right in any Transaction with a Card Accepting Agent, and after that does not use the services of such Card Accepting Agent, the Cardholder is solely liable if such Card Accepting Agent charges an amount to the Account for making such reservation or reserving such priority right for the Cardholder in accordance with the stipulation of the Card Accepting Agent.
4. Sacombank is entitled to debit the Account for the value of Transactions affected by use of the Card notwithstanding any non-delivery, defect and/or non-performance of any goods or services, and the Cardholder shall be solely responsible to affect any claim or settlement with the applicable ATM provider or Card Accepting Agent regarding such matters.
5. Any Transactions, fees or charges which are denominated in a currency different to the currency of the Account will be automatically converted into the currency of the Account at such time and using a rate determined by Sacombank at its absolute discretion and charged to the Account.
6. The Cardholder must ensure there are sufficient funds in the Account to settle any Transactions, fees or charges in relation to the Card. In any event Sacombank may in its absolute discretion and without giving prior notice or reason to the Cardholder:
 - a) Approve, authorise or allow any Transaction, fee or charge to be effected even though there are insufficient funds in the Account and the Cardholder must immediately repay such amount without further need of notice or demand; or
 - b) Refuse to approve, authorise and/or permit to be effected any Transaction, fee or charge even though there are sufficient funds in the Account.
7. Where a Transaction, fee or charge is proposed to be effected, Sacombank may hold and/or set aside funds of the Account of an amount estimated at Sacombank's sole discretion for the proposed Transaction, fee or charge. Such amount may be held, set aside and/or released at Sacombank's sole discretion and may not be the exact amount of the Transaction, fee or charge which is finally debited to the Account.
8. The Cardholder authorises and Sacombank has the right to deduct, set off and/or apply any monies standing in credit in any or all accounts of the Cardholder held with Sacombank without any further need of notice, demand, confirmation or approval of the Cardholder to repay any or all amounts due under this Contract, including where the use

of the Card has been terminated and/or the Account has been closed.

9. The Cardholder shall fully and exactly provide all necessary information and take such actions as Sacombank has instructed for the process of using of the Card, conducting Transactions and supporting any other terms or conditions of this Contract.

» ARTICLE 5. LOST OR STOLEN CARD AND DISCLOSURE OF THE PIN

1. In the event that the Card is lost or stolen or any suspicion of PIN disclosure, the Cardholder must immediately notify Sacombank and officially confirm such notification in writing to Sacombank.
2. The Cardholder continues to be liable for all Card usage, whether or not authorised by the Cardholder, prior to the Cardholder's written notification to Sacombank and Sacombank's written confirmation to the Cardholder, of such loss or theft of the Card and/or any suspicion of PIN disclosure.
3. If the Cardholder finds a Card previously reported as lost or stolen, then the Cardholder must not use, or allow any other person to use, that Card under any circumstances and must immediately return the Card cut in half to Sacombank.
4. The Cardholder hereby indemnifies Sacombank for any loss or damage suffered by Sacombank in connection with anything arising out of the issue or use of the Card or any PIN.

» ARTICLE 6. REPLACEMENT, RENEWAL AND TERMINATION

1. The Cardholder may request Sacombank to issue a replacement PIN.
2. The Cardholder may request Sacombank to issue a replacement of their Card in the event of a lost, stolen or damaged Card during the validity period (if any) indicated on the Card, and the Cardholder must immediately surrender any damaged Card cut in half to Sacombank.
3. Upon or immediately prior to the expiration of the validity period (if any) indicated on the Card, the Cardholder may contact Sacombank and/or Sacombank may contact the Cardholder to arrange a renewal Card. Within fifteen (15) days after the expiration of the validity period (if any) indicated on the Card, if Sacombank does not receive written advice from the Cardholder to arrange a renewal Card, Sacombank may terminate the use of the Card at its sole discretion. Upon expiration of the validity period (if any) indicated on the Card, the Cardholder must immediately surrender any such Card cut in half to Sacombank.
4. The Cardholder may terminate use of the Card by giving notice in writing to Sacombank. Where the Principal Cardholder requests to terminate use of their Card, it shall always be deemed to include a request to terminate use of the Cards issued to all Supplementary Cardholders. The Principal Cardholder may at any time request to terminate use of the Card issued to any Supplementary Cardholder. Termination shall only become effective upon receipt by Sacombank of the written notice requesting termination of use of the Card, receipt by Sacombank of all Cards cut in half affected by the termination notice and the payment of all sums due under this Contract.
5. Sacombank may at any time, at its sole discretion and without prior notice or reason to the Cardholder, replace, restrict, suspend or terminate the use of any Card and/or PIN; and/or supplement, replace, restrict, suspend or terminate any services, benefits and/or facilities in relation to the Card and/or use of the Card.
6. Sacombank may amend the Card number, expiry date and/or other details when issuing a renewal or replacement Card. The Cardholder is solely responsible for communicating this change to any party with whom the Cardholder may have payment arrangements.
7. The Cardholder shall not use the Card including allowing any other persons to use the Card for any reason whatsoever after (a) the expiration of the validity period (if any) indicated on the Card; (b) the termination of use of the Card however so instigated; and (c) the Card has been reported to Sacombank as lost or stolen. Continued use of the Card thereafter shall be considered a fraudulent act by the Cardholder and Sacombank shall have full right to charge to the Account for any such Card usage.

8. Upon termination of use of the Card however so instigated, (a) the Cardholder shall immediately surrender the Card cut in half to Sacombank; (b) the Principal Cardholder shall continue to be liable for all past and future Card Transactions, fees and charges not yet reflected in the Account; (c) all sums due under this Contract shall become immediately due and payable without notice or demand; (d) Sacombank shall not be liable to refund any fee or part thereof; and (e) the validity of this Contract and its terms and conditions shall continue will full force and effect.

» ARTICLE 7. FEES

- Sacombank has the right to charge and debit the Account for the following fees:
 - Issuing fee: charged upon issuance and/or renewal of the Card.
 - Fast issuing fee: charged when the Cardholder requests the expedited issuance or replacement of the Card.
 - Statement fee: charged when a statement of transactions is sent to the Cardholder.
 - Annual fee: charged for each Card once per year or divided into twelve (12) equal amounts and charged monthly.
 - Cash advance fee: charged upon use of the Card to withdraw cash.
 - Balance inquiry fee: charged upon use of the Card to obtain the Account balance.
 - Card replacement fee: charged when the Cardholder requests a replacement Card.
 - Lost or stolen Card fee: charged when the Cardholder notifies Sacombank of a lost or stolen Card.
 - PIN reissue fee: charged when the Cardholder requests the PIN to be reissued.
 - Confirmation fee: charged when the Cardholder requests Sacombank to confirm in writing information related to the Card, Transaction or Account.
 - Copy of Transaction receipt fee: charged when the Cardholder requests a copy of the original Transaction receipt.
 - Incorrect chargeback request fee: charged when the Cardholder's chargeback request is found to be wrong or inaccurate.
 - Currency conversion fee: charged on the conversion of foreign currency amounts into the currency of the Account.
 - Exception request fee: charged when the Cardholder requests an additional or special work request to be undertaken by Sacombank.
 - Product change fee: charged when the Cardholder requests a change to a different type of debit card product or the addition or removal of a service, benefit or feature.
 - Debit dishonour fee: charged when a debit to the Account is dishonoured due to lack of cleared funds in the Account.
 - Transfer, bill payment, and/or mini statement fee: charged upon use of the Card to conduct a transfer, bill payment, and/or mini statement Transaction.
- The details of the above fees are set out in Sacombank's schedule of fees (the "Fee Schedule") applicable to the Card and forms an integral part of these Terms and Conditions. Sacombank has the right to amend the fee structure, or any of the fees, without prior notice to the Cardholder. The current Fee Schedule can be accessed at www.sacombank.com.vn or at any Sacombank branch or by calling the Sacombank customer services department.

» ARTICLE 8. AUTHENTICITY OF DOCUMENTS

- Sacombank may rely upon (a) any document related to a Transaction, request and/or instruction signed by the Cardholder; (b) any Transaction using the PIN of the Cardholder; and/or (c) any other records available to Sacombank, including verbal and electronic instructions, related to the Cardholder, Account or use of the Card; as authentic evidence proving that the Transaction, request and/or instructions are made by the Cardholder.
- The Cardholder must advise Sacombank in writing of any omission, error and/or query in relation to any Transaction, fee, debit and/or credits charged to the Account within thirty

(30) days from the date of such charge to the Account. After such period, if Sacombank does not receive any claim from the Cardholder, then the charge to the Account will be the exact evidence proving that the Transaction, fees, debits and/or credits are exact and valid unless Sacombank determines at its sole discretion to amend and/or supplement the charges to the Account at any later time.

» ARTICLE 9. NOTICES AND COMMUNICATIONS

- The Cardholder authorises Sacombank to perform activities that Sacombank considers appropriate upon the instructions of the Cardholder. The Cardholder's instructions may be notified or communicated by the Cardholder to Sacombank from time to time by mail, email, telephone, telex, facsimile or other electronic means. Sacombank, however, reserves the right to require the instructions to be contained or sent in a particular form or require the instructions to be confirmed in writing and signed by the Cardholder before Sacombank acts on the instructions. Sacombank shall be entitled to treat the instructions of the Cardholder as fully authorised by and binding upon the Cardholder and to take such steps in connection with the instructions.
- The Cardholder must immediately notify Sacombank in writing of (a) any changes to Cardholder information, including any changes in their address and/or other contact details; and/or (b) of any other information that Sacombank may request from time to time.
- The Cardholder agrees that by calling or accepting calls from Sacombank or any authorised third party, Sacombank or the authorised third party may, at its sole discretion, record the Cardholder's telephone communications. The Cardholder agrees that such recorded communications may be used by Sacombank or any third party, for any purpose, including being used as evidence in any proceedings, judicial or administrative.
- Notifications sent by Sacombank to the Cardholder via at least one of the means of post, telex, facsimile, email, text messaging or other electronic means using the details provided by the Cardholder shall be deemed to have been sent to the Cardholder. The Cardholder agrees that any notification sent by Sacombank shall be considered received by the Cardholder after ten (10) days counting from the day of its sending (based on the post mark) if sent by post, or upon the day of its sending if sent by any other means. The Cardholder hereby indemnifies Sacombank from any liability if the information contained in any notification or communication is, by any means, accessed by any person other than the Cardholder.

» ARTICLE 10. EXEMPTIONS

- The Cardholder's obligations to Sacombank are absolute and any dispute between the Cardholder and any organisation or individual shall not affect the existing obligations of the Cardholder to Sacombank.
- Sacombank is exempt from any responsibility or liability to the Cardholder, including for any damages or loss or any harm to honour, prestige or reputation, arising from:
 - Sacombank, any Card Accepting Agent, ATM, POS, financial institution or any other party refusing to accept or rejecting the Card or PIN or failure to complete a Transaction for any reason;
 - Any breakdown, malfunction, defect or error in any ATM, POS and/or any other equipment or systems;
 - Sacombank's delays or inability to carry out their responsibilities under this Contract by any breakdown or malfunction of any machine, data processing system, communication service, or any industrial dispute, God's act or any other event beyond the control of Sacombank or consequences of any fraud or forgery;
 - Performing activities that Sacombank considers appropriate upon the instructions of the Cardholder, however so communicated, even though such instructions may not have been put forward by the Cardholder;
 - Any inability to access data and/or information from the Card;

- Any Transaction which is declined, the Card is withdrawn from the Cardholder, or termination of use of the Card;
 - The delivery, quality and/or performance of any goods or services paid for by use of the Card.
3. The Cardholder may not assign their rights or obligations under this Contract.

» ARTICLE 11. OTHER STIPULATIONS

- The Cardholder, being both the Primary Cardholder and all Supplementary Cardholders, are jointly and severally liable and responsible for their obligations under this Contract. Any notice to any one Cardholder shall be deemed effective notice to all such Cardholders.
- The Cardholder authorises and consents to Sacombank or any other party on Sacombank's behalf to use, store, share or exchange Cardholder, Card, Transaction and/or any other related information, including the Cardholder's credit information, with any other entities as Sacombank may consider appropriate at its sole discretion.
- Sacombank may, at any time and for whatever reason, amend the terms and conditions of the Contract by notification to the Cardholder and such amendments shall bind the Cardholder unless the Cardholder objects thereto by manifesting his/her intention by terminating the use of the Card within five (5) days from receipt of the notice. In any event, if the Cardholder continues to maintain or use the Card after receipt of such notice, the Cardholder is deemed to have accepted such amendments without reservation. Notification to the Cardholder is in accordance to Article 9 Clause 4 and/or by public notice for one day in a national newspaper where upon the date of publication the Cardholder is deemed to have received the notification (which may refer the Cardholder to a Sacombank branch, website or customer service area for full or further details).
- In any action arising from the Contract or any associated action, which the Cardholder or any party on his/her behalf may claim against Sacombank, Sacombank's liability shall not exceed the amount of three hundred and fifty thousand Dong (VND 350.000) or the actual damages, whichever is lower.
- No waiver of a breach or violation of any terms or conditions of this Contract shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of the said right, nor shall it be construed to excuse or absolve the Cardholder from complying with or fulfilling the same.
- Should any of the terms or conditions or any part or clause of this Contract be declared void or unenforceable by an authorised authority, the same shall not invalidate the other terms or conditions, parts or clauses of this Contract.
- Sacombank has the right to assign or otherwise transfer all or any part of its rights and/or obligations under this Contract to any third party and the Cardholder shall do any act or execute any documents as Sacombank may direct to affect any such assignment or transfer.
- This Contract is governed by the laws applicable in the Socialist Republic of Vietnam and its regulations on the issuance and usage of cards.
- In the case of any dispute between the parties to this Contract which cannot be settled by amicable negotiation, such dispute will be brought to the competent court in Ho Chi Minh City for settlement in accordance with the laws of the Socialist Republic of Vietnam.