



## TERMS AND CONDITIONS

### APPLIED FOR RAY VINA GUARANTEED PURCHASE CARD

*Besides the following Terms and Conditions, Card owner of RAY VINA Guaranteed Purchase Card shall comply with rights and responsibilities regulated in current "Consumer Credit Card Terms and Conditions" which are announced on the Shinhan branches or website <http://shinhan.com.vn>. If there is any conflict between the Credit Card Terms & Conditions and the Terms & Conditions regulated as follows, the following Terms & Conditions shall prevail.*

#### **1. Card Type and Card Limit**

RAY VINA Guaranteed Purchase Card is Shinhan Unsecured Gold Hi-Point Consumer Credit Card issued for targeted customers of RAY VINA Guaranteed Purchase Card (here after referred to as "Customer"). Customer owns RAY VINA Guaranteed Purchase Card (here after referred to as "Cardholder") according to co-operation program between Shinhan Bank Vietnam Limited (here after referred to as "the Bank") and RAY VINA Company Limited (here after referred to as "the Company").

RAY VINA Guaranteed Purchase Card does not apply Terms and Conditions related to Secured card, Family card/ Family cardholders, Shinhan Rewards Program.

Function of RAY VINA Guaranteed Purchase Card is only restricted to purchase transactions at retail shops of the Company. It cannot be used offline or online at any other merchants.

The card has no function of cash advance. Therefore, Terms and Conditions related to limit/service/cash advance transactions shall not be applied.

#### **2. Installment payment for card transactions**

All transactions with the minimum value of VND 3,000,000 shall be automatically converted into installments on the Bank's system, according to the installment period that is already fixed and confirmed by the Company basing on cardholder's request at RAY VINA guaranteed purchase card application form.

Cardholder can make advance payment for the transaction that has already registered for installment Plan. However, it is impossible to partially pre-pay the Installment Plan. Cardholder need to pay off the entire Installment Plan outstanding balance.

**3. Payment rate for RAY VINA Guaranteed Purchase Card**

The payment rate applies to RAY VINA Guaranteed Purchase Card is 100% fixed rate and cannot be changed into the lower one.

**4. Insufficient payment**

If Cardholder fails to pay the outstanding balance in the Due payment date, Cardholder must pay Late payment fee and interest as the bank's regulation applied from the Due payment date until the full payment is made.

Late payment fee and interest are regulated as follows:

| Fee/Interest          | Amount   |
|-----------------------|--|
| Late Payment Fee      | 4% of late payment amount<br>Min: VND 250,000 and Max: VND 999,000 |
| Late Payment Interest | 31.8%/ year  |

If there is late payment as above, the Bank has right to collect repayment and late payment fee and interest from available balance in the designated payment account of Card in Shinhan consumer credit card application form and issuing guarantee confirmation (For RAY VINA Guaranteed Purchase Credit card) or any other Cardholder's payment account(s) at Shinhan Bank Vietnam Limited on any day after the due payment date regardless of any guarantee contract between the Bank and the Company.

**5. Fees and charges**

Cardholder must pay all the following fees and charges. The Bank reserves the right to change the fee tariff from time to time without prior notice and continued use of the card is considered as the consent of the Cardholder. The fees and charges shall be informed to the Cardholder at the time of card issuance and will be updated on the Bank's home page at <http://shinhan.com.vn>.

|   |                   |
|---|-------------------|
| Annual Fee (can be waived depending on each period and notified to customers by RAY VINA) | VND 550,000 /card |
|---|-------------------|

|  |   |
|--|---|
| Cash Withdrawal Fee at ATM at:<br>+ Shinhan Bank VietNam<br>+ Other banks                              | Free of charge<br>2% of withdrawal amount (minimum withdrawal amount: VND 22,000/transaction) |
| Inquiry at ATM (credit card limit, payment account balance)<br>+ Shinhan Bank VietNam<br>+ Other banks | Free of charge<br>Cannot be processed   |
| Interest   | 31.8%/ year   |
| Late Payment Fee   | 4% of late payment amount<br>(min: VND 250,000 and max: VND 999,000)                          |
| Card Re-issuing Fee  | VND 220,000/Card  |
| Statement Re-printing Fee  | VND 110,000/Statement   |
| Credit limit increase Fee  | VND 100,000/transaction   |
| Dispute Investigation Fee  | VND 110,000/transaction<br>(In case of customer's fault)                                      |
| Sales slip retrieval Fee   | VND 110,000/transaction   |
| SMS Service Fee  | VND 11,000/transaction  |
| Installment Conversion Fee   | Not applicable  |

\*Note: All fees and charges are included 10% Valued Added Tax

#### **6. Exemption from Bank's liability**

The Bank shall not be held responsible for the quality or any defects or damages of products, warranty conditions (if any) including risks in use, inspection and operation of the products that are purchased with RAY VINA Guaranteed Purchase Card, and the Bank shall not be responsible for any disputes relating to product issues, product purchase under Installment program that may arise between Cardholder and the Company. Cardholder hereafter authorizes the Bank to collect repayment from available balance in the designated payment account of Card in the Shinhan consumer credit card application form and issuing guarantee confirmation (For RAY VINA Guaranteed Purchase Credit card) or any other Cardholder's payment account(s) at the Bank to make payment for the remaining balance together with fees and charges that might arise (if any).

#### **7. Termination**

By registering and using a RAY VINA Guaranteed Purchase Card, the Customer clearly understands and agrees that the use of the Card is subject to the commitments, compliance, credit quality and financial obligations of Company and the Bank in each period. Therefore, there will be cases where

the Customer will have to stop/terminate the Card before expiration according to the Bank's decision, regardless of whether the Customer violates the commitments with the Bank or not.

The Bank reserves the right to (i) stop/ terminate providing the co-operation program applied for all RAY VINA Guaranteed Purchase Cards any time and/or (ii) block all RAY VINA Guaranteed Purchase Cards and/or (iii) reject issuing new RAY VINA Guaranteed Purchase Cards for customer of the Company by notifying the Company and Cardholder if any of the following events occurs, including but not limited:

- (a) RAY VINA Guaranteed Purchase Card is late for payment in any statement;
- (b) Cardholder breaches any of Terms and/or Conditions which were agreed with the Bank;
- (c) RAY VINA Guaranteed Purchase Card is terminated by Cardholder or when Cardholder passed away, lost/ limited civil action capacity;
- (d) The Company does not meet the conditions to continue implementing the Cooperation program and/or breaches any of Terms according to the provisions of the Cooperation Contract, Guarantee Contract and their annexes (if any) signed between the Bank and the Company from time to time;
- (e) Cooperation program between the Company and the Bank is terminated for any reason.

Upon the occurrence of the aforesaid event, all the Cardholder's undue indebtedness (including but not limited to principle and normal fee & interest, overdue fee & interest related to usage of RAY VINA guaranteed purchase card) will be due; and the Cardholder is obliged to pay in full within the term as notified by the Bank.

## **8. General Terms and Conditions**

- (a) If the Cardholder losses the card or the card is stolen, the Cardholder shall report to the Bank immediately by calling to the Contact Center at **1900 1577**.
- (b) If Cardholder requests to terminate the card, please fully repay total card outstanding balance together with fees and charges that might arise (if any) and visit Shinhan branch to complete the card termination process.
- (c) Notwithstanding any provisions in Terms and Conditions as above, the Bank shall be entitled at any time with notice to the Cardholder, suspend or terminate; or amend further provisions to these Terms and Conditions. The Bank will inform Cardholder about such changes by any means or manner as the Bank may decide.
- (d) The Bank reserves the right to handle Cardholder's information with any third parties that the Bank may consider necessary (including but not limited to any members of Visa International Organization, the Bank's branches, service providers, staff, journalists, the third party has the need/intent to pay the debt of the Customer, the Employer, bidders or banks and financial organizations) and in what method the Bank considers optimal and effective.
- (e) The Customer understands and agrees that the Customer's credit obligations to the Bank are the first, and the Bank has the right to recourse and handle the Customer's debt by methods that the Bank deems appropriate when the Company refuses or does not meet the guarantee

conditions/limits or is no longer able to perform. The use of the Company's guarantee limit for any Cardholder's outstanding debt depends entirely on the Bank's decision.

This following Terms and Conditions with the Shinhan consumer credit card application form and issuing guarantee confirmation (For RAY VINA Guaranteed Purchase Credit card) and "Consumer Credit Card Terms and Conditions" constitutes a contract between Customer and the Bank for operation of the use of the Card.