



These Consumer International Debit card Terms and Conditions (hereinafter called "Terms and Conditions") set out the terms on which Shinhan Bank Vietnam Limited (hereinafter called "Shinhan") provides International Debit card service to Cardholder. Before using the International Debit card, Cardholder should carefully read and understand the below terms and conditions relating to International Debit card.

These Terms and Conditions together with Shinhan Bank Card Application Form or similar document to issue International Debit Card (Card Application Form), Shinhan 's General Terms and Conditions, Card Fees and Charges shall constitute an agreement on the opening and use of Debit Card between Bank and Customer.

By signing of the Card Application Form, the Cardholder agrees to be bound and comply with these Terms and Conditions.

### 1. Definitions:

- 1.1. ATM is automated teller machine that allows Cardholder to withdraw cash from Card.
- 1.2. Statement is the monthly statements detailed Card transaction within a statement period, incurring fee and charges (if any), Payment Due Date, etc. and sent to the Cardholder.
- 1.3. CVV2: is a 3-digit number printed on the back of Card for security purposes
- 1.4. Cardholder is the individual Customer who owns Card, including Primary Cardholder and Supplementary Cardholder.
- 1.5. Primary Cardholder is an individual who submitted the Card Application Form and approved to issue Card.
- 1.6. Supplementary Cardholder is an individual designated and agreed by Primary card holder for issuing and using Supplementary Card.
- 1.7. Merchant is a goods or services provider who accepts payment by Card.
- 1.8. "The Online Secure Transaction Service (Verified by Visa)" means the service for identification of the cardholder in electronic commerce transactions provided by Shinhan and Visa.
- 1.9. "The OTP password for the Online Secure Transaction Service" ("OTP") shall refer to a code of 6 digits which Cardholder receives via SMS on Cardholder's registered mobile phone number when making transaction. It is valid for 180 seconds from receiving time and is used one time only.
- 1.10. Password is personal identification number (PIN) that is granted by Shinhan to Cardholder for the first time or changed or set by Cardholder, including 6 digits and used by Cardholder to verify transactions that request personal identification number.
- 1.11. Payment due date is the date on which fees and other charges (if any) relating to Card shall be automatically withdrawn from the Cardholder's Main Account.
- 1.12. Account is all of either of Payment account, Linked account, Main account. Payment account is the demand deposit account in foreign or domestic currency as allowed by Shinhan of Primary Cardholder opened at Shinhan, designated by Primary Cardholder to link with Card to perform eligible transactions of Card.
- 1.13. Linked account is the demand deposit account in foreign or domestic currency as allowed by Shinhan of Primary Cardholder opened at Shinhan, designated by Primary cardholder to link with Card to perform cash withdrawal at automated teller machine (ATM). Payment account and Link account are collectively called Account.
- 1.14. Main Account: is the demand deposit account in foreign or domestic currency as allowed by Shinhan of Primary Cardholder opened at Shinhan and linked with Card in order for Shinhan to collect Cardholder's arising fee(s).
- 1.15. Card is International Visa Card issued and/or managed by Shinhan for individual customer. Visa is Visa international brand Card Company.

### 2. Card Management

- 2.1. Primary cardholder is responsible for all activities related to his/her own card and Supplementary card, and has fully legal responsibility to all transactions of all Primary and Supplementary card regardless such transaction is made or authorized by Cardholder or not.

2.2. Supplementary cardholder is only responsible to Supplement card use and management.

2.3. Cardholders must observe the following requirements to keep their Card secured:

- a. Sign the back of the Card immediately upon receipt;
- b. Do not let anyone else use Card
- c. Cautious to protect Card from being lost or stolen
- d. Card Holder is not permitted to lend or transfer Card to the third party or use card as a collateral object
- e. The Password granted by Shinhan for the first time or any Password set or modified by Cardholder afterwards need to be keep confidential.
- f. Prevent all risks related to card use and card management, including disclosing or preventing the disclosure of their Password or CVV2 to any other person
- g. Should not record or keep any notice about Password or CVV2 or any related password on Card or any place, or in any method, that may be exposed to or abused by any third party.
- h. Notify Shinhan immediately in case Cardholder becomes aware or suspect that Card has been lost/stolen or Card or Password has been used by other person without their authorization as stipulated in following Article 11

2.4. Every loss from Cardholder's failure to comply with security regulation indicated in this article shall be borne by the Cardholder.

2.5. Cardholder must not use expired card or old card after the replacement card has been issued and shall destroy the expired/old card by cutting it in half diagonally, including the chip on the card (if any).

### 3. Card Use:

3.1. Card holder can use Card to execute the following transactions:

- a. Purchase for goods and services from Payment Account:
  - at merchant by presenting Card or using a compatible electronic application to a merchant and signing the sales slip using the signature identical to the one on the card;
  - through channel of online transaction at website or payment gateway or mail order by providing Card details (without physically presenting or sweeping the card) to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to Bank;
- b. Withdraw cash from Payment Account or Linked Account within limit allowed by Shinhan at ATM of Shinhan or ATM of other Bank that accepts Visa card or any other method provided by Shinhan by correctly inputting Card's Password. The cash withdrawal from Linked Account function is only available at ATM of Shinhan.
- c. Other transactions provided by Shinhan at Shinhan or ATM or by using relevant Electronic Banking Channel.

3.2. Online Secured Transaction Service (Verified by Visa)

- a. When Card is used for online transaction on websites that provided Online Secured Transaction Service, OTP will be automatically sent to the Cardholder's registered mobile phone number with Shinhan after clicking "Generate OTP". Cardholder shall not close the web browser while waiting for OTP. After receipt of OTP, Cardholder inputs OTP into the provided field and clicks "Submit".
- b. One OTP is valid for 180 seconds and Cardholder has 3 attempts to key it. If exceeding this time frame or keyed in 3 invalid OTPs, The Cardholder has to receive new OTP by click "Generate OTP" on transaction screen.
- c. Online Secured Transaction Service may be ceased or restricted not be available when there is an unavoidable reason related to communicational interruption, service development or periodical check of the system or from the service provider. In the event of these situations, Shinhan or Visa shall inform the Cardholders along with the reason and the expected length of affected time.
- d. Shinhan and Visa shall not be held responsible for loss and/or damages incurred by the Cardholder due to one of the following reasons:
  - (i) Online Secured Transaction Service is inability to provide, or delay in provision due to any problem in communication equipment, circuit, server or drastic increase in the number of transactions.
  - (ii) The Cardholder's error in controlling, handling his/her computer, mobile or any other

internet connected devices.

3.3. Card holder must not use Card for (i) payment of any unlawful purpose, including the purchase of goods or services prohibited by Law, gambling; and/or (ii) carrying out fraudulent or fake transactions.

3.4. When Card holder authorizes a transaction, Cardholder agrees to pay the amount of that transaction. Cardholder shall ensure the sufficiency of relevant Account's available balance for such transaction. Cardholder shall not be able to make transaction with amount exceeding the relevant Account's available balance.

3.5. Shinhan is exempted any liability in following situations:

- a. If any financial institution or Merchant displaying a Visa symbol refuses to accept or honor a Card;
- b. For quality of goods or services purchased with a Card; or any dispute related to goods or services between Card holder and Merchant
- c. If charges for goods and services purchased with a Card varies from same goods and services purchased with cash.
- d. Shinhan fails or delays in executing Transaction when the processing system, electric and telecommunication system are malfunctioned, or there is mistake of service vendors or any other reason that is out of Shinhan's control.
- e. This liability exemption for above situations is applied for all direct or online transactions

3.6. With transaction requested to verify Password, transactions are authorized by Shinhan based on information input by Card holder. Inputted Password must be the same as Password that was granted by or registered at Shinhan. Shinhan shall be exempted responsibility on losses related to :

- a. If transaction is treated based on manipulated information after confirming that the input Password is the same as the one granted by/ registered at Shinhan.
- b. Transaction happens before Shinhan receives card lost notification from Cardholder as stipulated in Article 10.

3.7. If one of any conditions is applied to the Cardholder's Account, the Bank can apply some rules in using card regardless of the outstanding balance in the Account:

- a. The Account is informed to have incident
- b. The Account is restricted in juridical aspect
- c. The Account does not have enough balance (including the loan balance)
- d. Other accounts due to being restricted by financial institution

#### **4. Cardholder's Instruction**

4.1. Any request of or instruction from Cardholder to Shinhan shall be in writing provided. Nevertheless, Shinhan may but shall not be obliged to accept and act on any instruction or request by telephone, email, text message (SMS), telex and facsimile transmission or other electronic means ("Non-Preferred Channels") which is believed by Shinhan to have been given or made or authorized by Cardholder.

4.2. Where the Cardholder provides an instruction through a Non-Preferred Channel (including without limited to instruction on Card activation, limit adjustment, transaction authorization,...) the Cardholder acknowledges and agrees that:

- a) The cardholder understands that this is not a secure means of giving or sending instructions, and the Cardholder is using a non-preferred Channel for their own convenience and other efficiency benefit;
- b) The Cardholder accepts any risks in initiating and sending such instruction through a non-preferred Channel, including the risk that an instruction may be incomplete or inaccurate, fraudulently or mistakenly given or altered or not otherwise authorized by the Cardholder or not received in whole but in part by Shinhan;
- c) Shinhan is not obliged to act on or rely upon any such instruction; but should Shinhan elect (at its discretion) to act on such instruction, it may (but is not obliged to) carry out verification checks or other security measures as required (regardless of the nature of the Transaction or arrangement or the amount of money involved); and
- d) Where Shinhan elects to act on such instruction, Shinhan is entitled to treat such instruction as being fully authorized by and binding on the Cardholder (whether or not verification checks or other security measures are carried out) as if it were given in a duly signed written instruction.

4.3. Either Shinhan or Cardholder may record any telephone calls between them for quality control, security audit and legal and regulatory compliance purposes and may produce records of these communications as evidence in proceedings brought in connection with the issuance, usage of Card.

## **5. Electronic Instructions**

5.1. Card holder authorizes Shinhan to act on the Instructions given by them using any Electronic Banking Channel ("Electronic Instruction"). Any Electronic Instruction made by Card holder shall be binding Card holder and cannot be cancelled, altered or changed unless allowed by Shinhan.

5.2. If Cardholder makes a cash withdrawal from an Account by making an Electronic Instruction and there is a difference between the amount of cash received and the amount shown on the receipt, Cardholder must report this to Shinhan and to the merchant (if applicable). Shinhan accepts no liability if Card holder fails to report on such difference within 24 hours of generating such transaction.

5.3. If Cardholder makes a deposit of funds to an Account by making an Electronic Instruction and there is a difference between the amount recorded as having been deposited and the amount the Shinhan receives, the amount the Shinhan receives shall be final and conclusive.

5.4. If Cardholder makes a payment or any transaction by an Electronic Instruction to any Merchant or by disclosing details of its Card to such merchant (without physically presenting or sweeping Card), Card holder agrees that it understands and accept the risks associated with such actions and shall release and hold Shinhan harmless from any losses or damages Cardholder may incur arising in relation to such instructions or disclosure.

5.5. Shinhan is not liable for the refusal of any merchant to accept an Electronic Instruction.

## **6. Card Validity and Limit**

6.1. Expiry date of Card is printed on card. If there is no expiry date information on card, Card shall expire upon five (05) years of the issuance month printed on Card. After the expiry date, Card shall be invalid and must not be used for any Transaction.

6.2. The renewal of Card is available within 03 months prior to the Card's expiry and the Account which is linked to Card is active. Shinhan shall independently assess Card renewal and issue a new Card for Card holder before the existing Card expires.

6.3. Each Card will be linked up to one (01) Payment Account and optional two (02) Linked Accounts of Card holder. If any of these Account(s) is inoperative for any reason, the transactions on Card will not be processed. If the Payment Account is closed, Card will be invalid.

6.4. Shinhan shall public limit of one transaction or for a day/a month with cash withdrawal and purchase transactions made by Card on shinhan.com.vn. These limits shall not be modified unless approved by Shinhan upon specific Cardholder's request.

6.5. Shinhan may set a limit on the use of Card or its amount of use at a specified Merchant after a consideration of the Merchant's credit rating, the relevant law, or instructions from a supervisory organization.

6.6. Shinhan shall not provide any credit in respect of Card. However, in case that there is card fee or settlement amount higher than authorized amount that causes minus in Account, Cardholder is responsible for paying the minus amount and incurred interest.

## **7. Payment Account, Linked Account and Payment Acceptance:**

7.1. Payment Account and Linked Account of Card can be chosen among Card holder's Account in local or foreign currency according to Shinhan's regulation. Payment or withdrawal through foreign currency Account shall be implemented automatically after conversion into local currency according to Shinhan exchange rate at time of payment.

7.2. Payment Account of Card can be joint account which is an account held in the name of two or more account holders; however, only joint account with signing method "signature and seal (if any) of any one joint account holder" is accepted.

Together with the consent of linking Card with joint account, all joint account holders shall hold joint liability in all activities of Card as stipulated in this Terms and Conditions and other joint liability relating to joint account as stipulated in Shinhan general terms and conditions.

7.3. Bank may auto Card holder's Account with the amount equivalent to withdrawal amount,

transferred amount or other purchase amounts carried out by using Card and without presenting transaction confirmation certificate from Card holder.

7.4. All transactions are effective as at the date of the transaction and will be processed to the Account on the date they are received by Bank according to payment acceptance process of Bank and/or Visa.

7.5. Based on Card holder's spending history, the transaction amount and all the related fees, to the relevant Account, shall be temporarily on hold during the processing period. All these transaction amount which may be adjusted due to foreign exchange variation and related fees shall be debited into relevant Account on the acquiring date and reflected on the Statement. Shinhan can hold transaction amount in a period decided by Shinhan if transaction bill is not requested to pay or transaction authorization is not cancelled.

7.6. In case that an Account of Card holder is held as stated at point above, Shinhan can hold additionally particular percentage according to Shinhan's standard.

7.7. In case that actual transaction amount exceeds the hold amount, the missing amount shall be auto debited from relevant Account.

7.8. With transactions in foreign currency, Shinhan shall apply the foreign exchange rate decided by Visa, and an additional overseas transaction fee for such transaction after being converted into Vietnam Dong; such fees are stipulated at Card's Fees and Charges on Shinhan official website [www.shinhan.com.vn](http://www.shinhan.com.vn)

## 8. Late Payment

8.1. Card shall be deemed delinquent if :

a. The available balance in the relevant Account of Card holder is insufficient to make payment for (i) the difference between the acquired amount and related fees recorded in Shinhan's system and the authorized transaction amount. And/or (ii) various fees billed on the Payment Due Date.

b. Card has been suspended or terminated, or there is any violation of various obligations which have hindered immediate payment of the Card due amount

8.2. Together with the foregoing late payment mentioned in Article 8.1, the Cardholder shall pay delinquency interest on the late payment amount from the overdue starting date until the full payment is made.

Delinquency interest calculation formula = late payment amount x delinquency interest rate x number of days delayed / 365.

8.3. In the event of a situation of Cardholder's late payment, Shinhan may withdraw the late payment amount, delinquency interest and related fees from the balance in the Account on each business day after the initial payment date or any other account(s) of Cardholder opened at Shinhan to make payment for the overdue amount.

8.4. In case Shinhan must collect the legal expenses or a credit collecting fee or any expense arising from Card holder's violating these Debit card contract, Cardholder shall pay all such expenses to Shinhan upon Shinhan's request. Upon such delay of compensation, such expense shall be considered as late payment amount and subject to delinquency interest as stipulated in foregoing Article 8.2.

## 9. Main Fees and Charges:

9.1. Shinhan may debit to Card holder's relevant Account for any Fees and Charges and expenses in relation to Card in accordance with Card Fees and Charges published on Shinhan's website [www.shinhan.com.vn](http://www.shinhan.com.vn). These Fees and Charges are subject to change from time to time. These changes shall be effective after 7 days since Shinhan's notification to Cardholder in a proper communication method decided by Shinhan (including but not limited to publishing at head office, or any branch/ notification, or sending email or posting on official Shinhan's website or any other method at Shinhan's choice). The arising fees and interest include but not limited to the following:

a. Balance Inquiry Fee (If any): Fee may be charged if Cardholder uses the balance inquiry service at ATM of other banks

b. Cash withdrawal Fee: Cash withdrawal fee: Fee shall be charged if Cardholder withdraws cash from the Account by Card at ATM of other banks.

c. Transaction slip copy request fee: The fee shall be charged if Card holder requests a copy of the transaction slip

d. Accident investigation fee: The fee shall be charged if Cardholder requests Shinhan to investigate accidents regarding fraudulent use of card in case the fault belongs to Cardholder.

e. Card re-issuance fee: The fee shall be charged if a new card is reissued due to previous card loss or damage or as the request of Cardholder.

f. Statement copy fee: The fee shall be charged when Cardholder request a copy of the original statement.

g. Overseas Transaction fee: The fee shall be charged if the Card's transaction deriving from oversea transactions or international currency transaction. All transaction and related fee shall be converted into Vietnam Dong as Shinhan's regulation.

h. SMS Service Fee: The fee shall be charged when the Cardholder register this service for Primary and/or Supplementary card(s).

i. Exception request fee: fee shall be charged when Cardholder request an additional or special task which approved and undertaken by Shinhan.

9.2. Additional Fee: Some ATM of other banks may impose an additional fees when Card holder uses their Card to make transaction at those ATMs. Additional fees will not appear as a separate item on the Account Statement, but will be included in the total transaction amount shown.

## 10. Suspension/ Termination of Card:

10.1. Shinhan reserves the right to suspend or terminate a Card or refuse authorization of further transactions on any Account at any time without prior notice if:

a. Shinhan at its sole discretion, believes that use of Card may cause loss to Card holder or to Shinhan;

b. If the information filled in the Application form is detected as not true

c. Card holder violates the Application form or these Terms and Conditions or General Terms and Conditions of Shinhan.

d. In case of Cardholder's late payment or overdue amount to the Bank or financial institution

e. Any circumstances leading to abnormal transaction or transaction with fraud cards

f. In the reasonable view of Shinhan, Card holder has used Card for prohibited purposes stated in Clause 3.2;

g. Any Account has been closed or suspended by any reason or Carholder violates Debit card contract including but not limited to when the Card holder has died, missed or lost his civil capacity.

h. In the reasonable view of Shinhan, Card holder has interfered, misused or let other person use Password or electronic chip on Cardholder's Card.

i. Comply with decision/request of authorized state organization or legal regulation

j. In the event that Cardholder is not a legal resident of Vietnam or the Cardholder who is foreigner with expired resident card/ visa or other proof of resident document.

10.2. If Cardholder closes his Payment Account at Shinhan, all Card(s) issued in relation to that Accounts will also be cancelled. This also applies if closing Payment Account is joint account.

10.3. Primary Card holder may request Shinhan to terminate any Card at any time by submitting written request to Shinhan. Card holder is responsible for the use and payment of Card, arising fees and interest until Card is terminated by Shinhan.

10.4. Upon Card termination, Card holder is still responsible for any transaction debited to the Account such as any recurring transaction request or other standing authority or any other authorized link to the Account.

10.5. Cardholder has the liability to make payment to Shinhan for any unpaid amount (if any) relating to Card in case of Card termination.

## 11. Shinhan Point program

11.1. Contents:

a. Shinhan Point shall be given to Primary cardholder.

b. Shinhan Point shall be accumulated for Sales Transaction (except cash withdrawal transaction) with the accumulated rate designated by Shinhan for each product. Shinhan also

has the right to minus the accumulated Point in case of Transaction's cancellation.

c. The Point validity is 3 years and automatically expires by monthly first-in first-out method.

d. 1 Point can be exchanged to 1 VND. The minimum Points to be exchanged are 15,000.

e. Card holder, upon receipt of Point redemption, shall be responsible for all arising tax (if any).

f. Card holder shall not be able to receive the Point if Card holder is in delinquency status at time of redemption request.

11.2. If Card is expired and not renewed or all Card(s) are terminated for any reason, then all the accumulated Point shall be invalid.

## **12. Cardholder responsibility of reporting card loss and securing Card**

12.1. Card holder must immediately report to Shinhan the following case:

a. Card is lost or stolen

b. Card holder knows or suspects that Card information or Password or CVV2 is disclosed or illegally used.

12.2. Report can be submitted by one of following methods:

a. Call to Call Center 1900 1577

b. Visit nearest Shinhan branch/ transaction office in the business hour of the branch/ transaction office

c. Report card loss on Internet Banking

12.3. Card holder cannot continue to use Card/ Password no or CVV2 for any transaction or any purpose. Shinhan shall suspend or terminate this card and issue a new Card upon Card holder's request.

12.4. Shinhan shall not bear any liability to any transaction that happens before Shinhan receives report from Card holder as mentioned in Article 12.1

12.5. After report is received, Shinhan shall bear liability to any transaction that happens after reporting, except for the fraudulent us indicated below:

a. If Card holder intentionally carry out fraudulent transaction by using Card

b. If fraud happens because Card was not signed, insufficiently managed, lended, transferred or Card was used as collateral asset for illegal loan and any other violations.

c. If fraud happens from causes indicated above in point (b) by a family member of Card holder or individuals living with Card holder.

d. If Card Holder refuse to cooperate with no good reason when Shinhan reasonably requests during investigation of losses by frauds.

## **13. Cardholder's Claims**

13.1. For claims on payment or Transaction of Card, Cardholder must confirm these notifications by calling Contact Center 1900-1577 or sending Claim Letters (in Form) to Shinhan's branch within 60 (sixty) days from the date of such Transaction. In case such notification is made via Contact Center, Cardholder must official confirm such notification by Claim Letters (in Form) to Shinhan within the next 07 (seven) days as investigation evidence. When over that period, if Shinhan does not receive any claim in written from Cardholder, Cardholder is deemed to void the claim and agree with the Card payments or Transactions that are recorded.

13.2. From the date receiving the Claims Letter, Shinhan shall take an investigation and define loss (if any) in accordance with VISA's regulations and response the Claims within 45 to 100 working days. In case, the period of investigation expires but the reason or fault still cannot be determined, Shinhan and Cardholder will discuss about further actions.

13.3. Subject to result of investigation, Shinhan will reimburse the loss amount if not caused by the Cardholder's fault. If the accident investigation finds the Cardholder to be responsible, Shinhan reserves the right to invoice delayed payment, interest and various fees incurred during the accident investigation period to the Cardholder.

## **14. Supplementary Card(s)**

14.1. The Primary Cardholder may request Shinhan to issue an additional Card(s) to a Supplementary Cardholder(s), requirements of which shall be determined by Shinhan.



Issuance of additional Card(s) to Supplementary Cardholder(s) shall be at the sole discretion of Shinhan.

14.2. Shinhan shall only revoke the right to use the Supplementary Card by the Supplementary Cardholder upon request of the Primary Cardholder or the corresponding Supplementary Cardholder or as decided by Shinhan.

14.3. The use of the Supplementary Card by the Supplementary Cardholder(s) shall be conclusive evidence of acknowledgement and consent of the Primary Cardholder on the issuance and use of Supplementary Card. Supplementary Cardholder(s) commits to comply to provisions on using Card in Debit Card Contract.

## 15. SMS service for Card

15.1. Cardholder may choose to use short message services through Mobile phone for Card provided by Shinhan. By registering this Service, Cardholder agrees and confirms to allow Shinhan to provide the Cardholder the following Card's information through sending messages to the mobile phone number designated by the Cardholder:

- a. Approvals/denials details of Card' transaction authorization
- b. The payment due amount, payment due date, late payment amount and others if arise;
- c. Other information including but not limited to advertising information and necessary notifications from Shinhan.

15.2. The Cardholder is responsible for providing Shinhan with accurate personal information as requested by Shinhan and shall inform Shinhan any changes in (or cancellation of) the Cardholder's mobile phone number for optimal providing of the Service. All consequences that may arise due to a delay in, or failure to give, such a notice shall be responsibility of the Cardholder.

15.3. The Cardholder agrees that Cardholder's phone number information will be provided to and used by the outside service providing company and the mobile telecom provider for purposes related to the service. The responsibility not to reveal, provide and use the Cardholder information for purposes that are not related to this service shall be regulated strictly in mutual contracts between Shinhan and aforementioned company and provider.

15.4. Shinhan is not responsible if the Cardholder cannot receive the message due to:

- a. The Cardholder's mobile phone is not turned on or not in mobile service providing locations or The problem of the Cardholder's mobile phone software;
- b. Force majeure events mentioned in Article 18 of these Terms and Conditions (Force Majeure)

## 16. Information update

16.1. The Cardholder shall notify Shinhan immediately of any changes to the Cardholder's information as well as any method which they want to use for communication between the Cardholder and Shinhan. Foreign Cardholder shall update Shinhan with his/her latest valid resident card/ visa or other residence proof within at least 1 (one) month prior to the expiry date of the current resident card/ visa. The Cardholder shall bear the responsibility for losses due to the delaying of notification or careless notice documents to Shinhan and the according legal effects caused by such delays of Cardholder's notification.

16.2. The Cardholder can contact to Shinhan to inquire or instruct information change by

- a. Calling to the Contact Center at 1900 1577;
- b. Requesting to tellers at Shinhan's branch/transaction office in written.

16.3. Any notice, correspondence or other communication from Shinhan to the Cardholder in respect of the Card may be given by sending to the address, telephone or email set out in the Card Application Form or in Cardholder's notice to Shinhan (either in writing or via any non-preferred channels), and will be deemed duly received by the Cardholder based on:

- a. the date or the attempted date of document/letter delivery in case that documents are delivered to the Cardholder, or sent by post or by express delivery;
- b. the sending date in case of being sent by email, SMS or other electronic means;
- c. the date of such display if displayed on the Cardholder's Statement;
- d. from the date of announcement on website in case of announcement on Shinhan's website at [www.shinhan.com](http://www.shinhan.com) or if displayed by advertisement in any Shinhan's branches or transaction offices in Vietnam;



Shinhan shall not be obliged to ensure whether the Cardholder has actually received such notice/ correspondence/ communication or not.

### **17. Provision and Use of Credit Information**

17.1. Credit information includes personal identity information, credit transaction information, overdue payment obligation information, credit capability information, and other information comprehensively which can be used to assess Cardholder's credit situation.

17.2. The Cardholder shall agree to Shinhan's inquiry of information from credit information institution or credit bureaus (Credit Information Center (CIC), Korea Credit Bureau (KCB), Nice Credit Bureau, KIS and etc are included for Korean Cardholders) to determine Cardholder's credit, maintain transaction or post management and shall also agree to Bank's provision of credit information acquired to credit information institutions.

17.3. The Cardholder agrees and acknowledges that Shinhan is authorized to disclose any information regarding the Cardholder to any or all of the following persons:

- a. Shinhan's head office, offices, branches, transaction office, subsidiaries, associated or affiliated entities ("Shinhan Financial Group Members"), employee or agent of Shinhan;
- b. any auditors or professional advisers of Shinhan or any Shinhan Financial Group Members under a duty of confidentiality to Shinhan/ any Shinhan Financial Group Members;
- c. any agents or third party service providers of Shinhan/ any Shinhan Financial Group Members who are under a duty of confidentiality to Shinhan or any Shinhan Financial Group Members;
- d. any authority or other person with lawful or regulatory authority as Shinhan shall in its absolute discretion deem necessary or desirable from time to time;
- e. any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- f. any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions of any country (including credit information...); and
- g. any local or foreign authority with whom Shinhan or any Shinhan Financial Group Members has an agreement or arrangement which requires customer or account information to be disclosed, whether the disclosure is made directly by Shinhan or through another Shinhan Financial Group Members.

17.4. The Cardholder also agrees and confirms that any Shinhan Financial Group Members may transfer any of the above information to any party referred to above to whom it is authorized to disclose the same notwithstanding that such party's principal place of business is outside of the Cardholder's country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Cardholder's country of domicile.

### **18. Force Majeure**

Notwithstanding the foregoing in this Terms and Conditions, Shinhan shall not be responsible or liable for any loss incurred or sustained by the Cardholder due to a force majeure event (means any events beyond Shinhan's reasonable control, including fire, flood, earthquake, storm or other natural events; strike or other labor dispute; insurrection, war, terrorism or riot; acts or failure to act by any competent authority; changes in laws or any order of any competent authority; any failure, disruption or interference failure of any telecommunications, electricity supply and other utilities; any technical failures, disruptions or interference to any computer system or equipment or any channel (whether caused by hardware or software); and any failure, disruption or interference of system.

### **19. Anti-Money Laundering**

19.1. The Cardholder agrees to exercise their rights and perform their obligations under the Debit Card Contract and/or this Terms and Conditions in accordance with all applicable anti-money laundering. The Cardholder must forthwith provide to Shinhan all information and documents that are within their possession, custody or control reasonably required by Shinhan in order for Shinhan to comply with any anti-money laundering laws or regulations.

19.2. The Cardholder agrees that Shinhan may disclose any information concerning the Cardholder to any law enforcement entity, regulatory agency or court where required by any applicable laws.

19.3. Notwithstanding any other provision contained in the Debit Card Contract to the

contrary, Shinhan is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering.

## **20. Other Conditions**

20.1. The Cardholder agrees that Shinhan may at any time revise this Card Terms and Condition, related Fees and Charges, General Terms and Conditions, other Terms and Conditions of related services for Card. Shinhan shall serve a notice to the Cardholder in a proper manner decided by Shinhan. Such revised terms and conditions shall take effect from the date as specified in such notice but shall not earlier than 7 days from the date of such notice. If the Cardholder disagrees with any revised terms and conditions, the Cardholder may terminate Card in accordance with Article 10.3 with within 7 days from the date of such Notice. In case the Cardholder does not terminate Card in this period, the Cardholder acknowledges and agrees that they shall be deemed to accept such revisions.

20.2. Should any provision of this Terms and Conditions be declared void or unenforceable, all other clauses shall retain complete validity provided that it is not objectively and clearly proven that the purpose of the terms and conditions cannot be fulfilled.

20.3. This Terms and Conditions are interpreted and governed by the laws of the Socialist Republic of Vietnam. This Terms and Conditions are made in Vietnamese and English. To the extent that the Vietnamese version is inconsistent with the English version, the Vietnamese version shall prevail.

20.4. In the case of any dispute that is not settled by amicable will, it will be brought to the competent courts according to the laws of the Socialist Republic of Vietnam.

20.5. Any matters not stipulated in these terms and conditions shall apply Shinhan's General Terms and Conditions or generally accepted commercial practices.