



## CONSUMER CREDIT CARD TERMS AND CONDITIONS

Before using the Consumer Credit Card issued/ managed by Shinhan Bank Vietnam Limited, you should carefully read and understand the terms and conditions below relating to the Credit Card.

This Consumer Credit Card Terms and Conditions ("Terms and Conditions"), together with the Shinhan Consumer Credit Card Application Form And Agreement or a similar document ("Credit Card Application Form"), Card Fees and Charges and "Card Carrier" constitute the credit card contract between Shinhan and the Cardholder (generally called "Credit Card Contract"). By entering into the Credit Card Contract, evidenced by the signing the Credit Card Application Form or activating the Credit Card, the Cardholder agrees to be bound by these Terms and Conditions.

Unless otherwise clearly specified, if there is any conflict between these Terms and Conditions and other Terms and Conditions applied for Credit Card, these Terms and Conditions shall prevail.

### 1. Definition

The following definitions apply throughout these Terms and Conditions, unless otherwise stated:

- 1.1. **"ATM"** means automatic transaction machine that permits Cardholders to withdraw or advance cash through Credit Card.
- 1.2. **"Statement"** means Shinhan Credit Card statements monthly detailed all Transactions within a statement period in the order of the acquiring date of Transactions in the system, interest and fees incurred from such Transactions and Credit Card use, adjustments (if any), Minimum Payment, Payment Due Date, etc.
- 1.3. **"Guarantor"** means Cardholder or any other third parties (individual or organization) who use legally owned asset to secure the payment obligation of Cardholder according to Credit Card Contract.

Guarantor must meet all conditions regulated by Vietnamese Law and Shinhan in order to commit secured transactions with Shinhan.

- 1.4. **“CVV2”** means a 3-digit number printed on the Credit Card for transaction security purpose.
- 1.5. **“Cardholder”** means the owners’ Credit Card, including Primary Cardholder and Supplementary Cardholder.
- 1.6. **“Primary Cardholder”** means the individual applicant on the Credit Card Application Form and granted the Credit Card Limit for Credit Card.
- 1.7. **“Supplementary Cardholder”** means the individual(s) designated by a Primary Cardholder for using Supplementary Credit Cards.
- 1.8. **“Digital Card Function”** is a function that allows Primary Cardholder to view card details (including primary and supplementary cards) such as card number, expiry date, CVV2 on SOL application. The Primary Cardholder can enable this function on the SOL application at any time after the card issuance registration.
- 1.9. **“Statement Balance”** means Outstanding Balance minus repayment amounts in connection with the installment transactions which are not yet due on a specific Statement.
- 1.10. **“The Online Secure Transaction Service (Verified by Visa and Mastercard Secure Code)”** means the service for identification of the cardholder in electronic commerce transactions provided by Shinhan and Visa/Mastercard.
- 1.11. **“Merchant”** means any organizations or individuals that accept the Credit Card as a means of payment for goods and/ or services.
- 1.12. **“Transaction”** means any Sales Transaction, Cash Withdrawal Transaction, Cash Advance Transaction.
- 1.13. **“Sales Transaction”** means use of the Credit Card by the Cardholder to pay for goods and/ or services.
- 1.14. **“Cash Withdrawal Transaction”** means use of the Credit Card by the Cardholder to withdraw the cash from Credit Card at ATM.
- 1.15. **“Cash Advance Transaction”** means use of the Credit Card by the Cardholder to withdraw the cash from the Credit Limit at ATM and/or at Shinhan’s transaction location according to Shinhan’s policy and product from time to time.
- 1.16. **“Credit Card Application Form”** means a form in the required sufficiently filled and submitted to Shinhan, base on which, the applicant is approved to become a Cardholder.
- 1.17. **“Installment”** means transaction that is applied the Installment plan.

- 1.18. **“Available Credit Limit”** means maximum amount that Cardholder is permitted to spend using Credit Card from time to time which equals the limit minus the Outstanding Balance.
- 1.19. **“Credit Card Limit”** means maximum amount of credit available on the Credit Card granted to the Cardholder and Cardholder is permitted to spend only within that limit.
- 1.20. **“Cash Advance Limit”** means the maximum amount of credit available on the Credit Card up to which the Cardholder is permitted to make the Cash Advance Transaction.
- 1.21. **“PIN”** means the identified number set-up or changed by Cardholder from time to time in accordance with the Shinhan’s regulation after activating the Card.
- 1.22. **“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.
- 1.23. **“Payment Due Date”** means the payment due date stated on the Statement by which (or the following Business Day, If the Payment Date is not a Business Day), the Cardholder must pay the Statement Balance shown on the Statement or the Minimum Payment designated by Shinhan.
- 1.24. **“Shinhan”** means Shinhan Bank Vietnam Limited and any of its branches and transaction offices in Vietnam.
- 1.25. **“Minimum Payment”** means the minimum amount indicated on the Statement which the Cardholder must pay to Shinhan on or before the Payment Date.
- 1.26. **“Secured Collateral”** means any cash or other secured assets or collateral provided by the Cardholder, accepted by Shinhan and is made in a written agreement with Shinhan to secure the punctual payment of any and all obligations of the Cardholder under the Credit Card Contract.
- 1.27. **“Installment plan”** means a periodic repayment plan under which Cardholder repays a fixed amount every month for a determined period and fixed interest rate on an agreed Transaction(s) or balances. This fixed amount forms part of the 'Minimum Monthly Payment' as shown on the Statement of Account.
- 1.28. **“Credit Card”** means the international credit card product branded Visa/Master issued by Shinhan for individual consumers.
- 1.29. **“Outstanding Balance”** means the aggregate amount a Cardholder owes Shinhan from time to time including all Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Credit Card Limit).
- 1.30. **“Card Association”** is Visa/Mastercard international brand Card Company.

- 1.31. **“Card Carrier”** is a document sent with the Credit Card to provide the Cardholder information related to the issued Credit Card such as product name, due date, total credit limit, issuance date, card validity,...
- 1.32. **”Transaction limit”** is the maximum amount that customer can make transaction through payment and card acceptance channels.
- 1.33. **”Card Validity”** is the validity of physical card printed on front/back of the card.
- 1.34. **”Card usage validity period”** is the period that customer is allowed to use the card to make transactions.

## **2. Credit Card Issuance**

- 2.1. Subject to Shinhan's receipt of a Credit Card Application Form and other conditions satisfied to Shinhan, Shinhan may issue Credit Card(s) to the Cardholder as requested. However, Cardholder acknowledges that Shinhan reserves and has the right to agree or refuse to issue, re-issue, renew, replace or extend the Credit Card without prior notice to the Cardholder.
- 2.2. The Credit Card Limit (including Cash Advance Limit) shall be set by Shinhan at the time of subscription in accordance with its own assessment criteria. The Cash Advance Limit currently is 25% of Credit Card Limit unless otherwise specified by Shinhan.
- 2.3. For the secured Credit Card, the guarantor may agree to provide the Secured Collateral to Shinhan to secure the Cardholder’s obligations to Shinhan under the Credit Card Contract. Any agreements in relation to such Secured Collateral shall be in the format and substance acceptable to Shinhan and shall be registered with the competent authority at the cost of the Primary Cardholder (in case Secured Collateral registration is required by Shinhan). The use of the secured Credit Card shall be suspended with the termination or cancellation of its agreement on Secured Collateral.
- 2.4. The credit card validity shall be valid until the last day of the expiration month as shown on that Credit Card, if not terminated earlier by Shinhan or the Cardholder.
- 2.5. Card usage validity period does not exceed:
  - (a) The remaining of personal documents; and
  - (b) The remaining resident period in Viet Nam of foreign Cardholder; and
  - (c) Card validity
- 2.6. The Primary Cardholder shall be firstly and directly responsible for all activities related to his/ her Credit Card(s) and Supplementary Cardholder, and entirely liable for all debts in relation to above Credit Card(s); Supplementary Cardholders are only responsible for using and managing the supplementary Credit Card. Any obligations of the Cardholder shall remain in full force and effect notwithstanding the

new issuance, renewal, replacement or termination of the Credit Card for any reason until such obligations are fulfilled to the satisfaction of Shinhan

### **3. Ownership of the Credit Card**

- 3.1. Primary Cardholder can receive related Credit Card(s) and Supplementary Cardholder only can receive his/ her Credit Card. Shinhan may accept an individual that Primary Cardholder authorizes to receive card. Authorization of Credit Card receipt if accepted by Shinhan must be made in writing as Shinhan's instruction and signed by the Primary Cardholder in accordance with the specimen signature registered at Shinhan.
- 3.2. The Credit Card is the exclusive property of Shinhan and is non-transferable. The Cardholder is not permitted to collateralize or transfer his/ her Card(s) to any other person or organization.
- 3.3. The Cardholder shall not use the Credit Card nor permit any other person(s) to use the Credit Card for any reason whatsoever in any of the following events: (i) after Credit Card's expiry date; (ii) after a renewal or replacement Credit Card is issued; or (iii) at the termination of the Credit Card Contract. Continued use of the Credit Card after such event shall be considered as a fraudulent act by the Cardholder.
- 3.4. Shinhan reserves the right to amend or change the Credit Card number and/ or its expiry date when a Credit Card is renewed or replaced. The Cardholder is solely responsible for communicating this amend or change to any party with whom the Cardholder may conduct a Transaction or have payment arrangements. The Cardholder is solely responsible for any loss or damage that the Cardholder may incur arising from such change or amendment.

### **4. Securing Credit Card and PIN**

- 4.1. Cardholder must observe the following requirements to keep their Credit Card secure:
  - (a) sign the back of the Credit Card immediately upon receipt;
  - (b) on the expiry date, destroy the Credit Card by cutting it (including any chip on the Credit Card) diagonally in half;
  - (c) do not let anyone else use their Credit Card;
  - (d) exercise due care to protect their Credit Card from loss or theft; and

(e) notify Shinhan immediately when Cardholder becomes aware that their Credit Card has been lost or stolen or their Credit Card or the PIN details have been used by other person without their authorization.

4.2. The Cardholder must keep their PIN secure. The Cardholder must not:

(a) disclose his/ her PIN, CVV2 to any other person;

(b) allow any other person to see him/ her entering, or overhear him/ her providing their PIN, CVV2;

(c) record their PIN or CVV2 on any article carried with or placed near his/ her Credit Card regardless how well his/ her PIN, CVV2 is disguised.

4.3. If the Credit Card contains a chip, the Cardholder must ensure that the chip is protected at all times from mis-use, damage, destruction or any form of unauthorized use. Cardholder must notify Shinhan immediately when they become aware or suspect that their Chip is no longer secure by the methods specified in Article 5.1 of this T & C. Cardholder will be responsible for any loss or damage arising from the chip prior to Shinhan receives the cardholder's notice. His/ her Credit Card may be subject to forfeiture if the chip is used by any person other than the Cardholder.

4.4. Cardholders are fully aware that their failure to observe the security requirements mentioned in this Clause may increase their risk and liability for any unauthorized use of their Credit Card. The Cardholder is solely responsible for any liability for any loss they incur as a result of or in connection with such failure.

## **5. Lost or Stolen Credit Cards or PIN Notification**

5.1. The Cardholder must notify Shinhan immediately when they become aware or suspects that their Credit Card, PIN or CVV2 has been disclosed, lost, stolen or used without their authorization by visiting the nearest branch/ transaction office or calling to Contact Center 1900 1577 or logging in the Internet Banking at [online.shinhan.com.vn](http://online.shinhan.com.vn) for sending notification. Shinhan shall suspend the Credit Card after receipt of Cardholder's Notification until the Cardholder has another request.

5.2. Shinhan will cancel such card and/ or PIN and arrange for issuance of a new Credit Card and/ or PIN at Cardholder's request. If the Cardholder recovers the lost or stolen Credit Card, they must destroy such Credit Card by cutting it (including any chip on such Credit Card) diagonally in half and return it to Shinhan as soon as possible.

5.3. The Cardholder is solely responsible for any Transactions made prior to its receipt of the Cardholder's notice. The Cardholder agrees that any Transactions made prior to Shinhan's receipt of the Cardholder's

notice or request as mentioned in Clause 5.1 above shall be considered as legitimate and duly authorized Transactions notwithstanding that the payment of those Transactions has not been posted or debited to the Credit Card at the time Shinhan receives such notice.

## **6. Credit Card Limit**

- 6.1. The Cardholder acknowledges and agrees that the Credit Card Limit granted by Shinhan is subject to Shinhan's assessment of credit worthiness of the Cardholder and Shinhan reserves the right to change such Credit Card Limit with or without Cardholder's request or prior consent.
- 6.2. Shinhan may arbitrarily approve a Sales Transactions or Cash Advance Transaction that exceeds the Credit Card Limit. In such case, the Cardholder is deemed to accept such Transaction.
- 6.3. Shinhan has the right to lower the Credit Card Limit, based on the number of delinquency times, delinquency days of the Cardholder at Shinhan or the Cardholder's worsening credit situation. In each case, Shinhan may notify the Cardholder about this in the way that Shinhan considers to be reasonable.
- 6.4. The Cardholder may request Shinhan to increase the Credit Card Limit. Based on Shinhan's risk analysis, Shinhan has right (but does not have obligation) to accept the Cardholder's request.

## **7. Transactions made by Credit Card**

- 7.1. The Cardholder may use the Credit Card to make purchase Transaction(s) at any Merchants. When purchasing goods or services, the card is to be presented to Merchants. Subject to the Merchant, the Cardholder may or may not be required to sign on the sales slip. This transaction conducted via your Card shall take effect regardless of whether the Cardholder's signature on the sales slip. The procedure stated in the foregoing sentence may be omitted if the Merchants can identify the Cardholder in non-face-to-face Transactions such as online Transactions or mail orders.
- 7.2. The Cardholder may avail of cash advance or cash withdraw (if register) through an ATM or in other ways designated by Shinhan. When using the cash advance/ cash withdraw, the Cardholder must enter PIN accurately.
- 7.3. The transaction limits for cash advance, payment for goods and services are applied as follows:

<b>Transaction type</b>	<b>Limit</b>
Max Purchasing amount/day (VND)	As available credit limit
Oversea Cash advance transaction per day (VND)	VND 30 million
Total Cash advance limit (include Cash advance and cash withdrawal) (VND)	VND 100 million/customer/month

The above transaction limits may be amended, supplemented, and replaced from time to time in accordance with legal regulations and will be announced on Shinhan's official website at [www.shinhan.com.vn](http://www.shinhan.com.vn).

- 7.4. When the Cardholder conducts a Transaction in any currency other than Vietnamese Dong, the Transactions will either be converted directly to Vietnamese Dong or will be first converted from the currency in which the Transaction was made to United States Dollars and then converted to Vietnamese Dong. The conversion rate shall be decided by Card Association.
- 7.5. When the Cardholder authorizes or effects a Transaction it means:
- (a) the Cardholder confirms the validity of the Transaction;
  - (b) the Cardholder confirms that the Transaction correctly represents the purchase price of the goods or services obtained, or the amount of the Cash Withdrawal or Cash Advance Transaction;
  - (c) the Cardholder agrees to pay the amount of that Transaction; and
  - (d) the Cardholder agrees that Shinhan provides the Cardholder with a credit amount equal to the amount of Transaction on the date on which Cardholder authorizes or makes the Transaction. The Transaction amount may be adjusted due to foreign exchange variation and added with relevant fee and charge on the acquiring date into Shinhan system. Then, the credit amount provided will be adjusted accordingly. Unless accepted by Shinhan, such credit amount shall not exceed the Available Credit Limit of Credit Card. The Available Credit Limit will be deducted in accordance with Transaction amount.
- 7.6. In case, there is auto payment arrangement or agreement between the Cardholder and any goods or service providers, including but not limited to auto payment of annual fee or membership fee ("Auto Payment"), the Cardholder acknowledges and agrees that such Auto Payment is set up and authorized by the Cardholder and the Cardholder shall be liable for any and all payments under this Auto Payment. The termination of Credit Card Contract shall not automatically lead to termination of such Auto Payment. The Cardholder must directly contact the concerned Merchants if he/ she wants to modify or terminate such Auto Payment. The Cardholder shall be held solely liable for such Auto Payment and any payment arising thereof.
- 7.7. Card holders can only use card to conduct card transactions via electronic means when the Cardholder has completed the procedure for registering, updating, and authenticating biometric information according to Shinhan's regulations.

## **8. Online Secured Transaction Service (Verified by Visa and Mastercard SecureCode)**



- 8.1. 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".
- 8.2. 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.
- 8.3. 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 Card Association shall inform the Cardholders along with the reason and the expected length of affected time.
- 8.4. The Cardholder is solely responsible for loss and/ or damages incurred by the Cardholder due to one of the following reasons:
  - (a) 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.
  - (b) The Cardholder's error in controlling, handling his/ her computer, mobile or any other internet connected devices.

## **9. Prohibition for Usage Purpose**

The Cardholder undertakes and agrees to Shinhan that:

- 9.1. The Cardholder shall use the Credit Card wholly and exclusively for the purchase of goods or services for the Cardholder's personal and household consumption;
- 9.2. Cardholder shall use the Credit Card for purposes in accordance with regulations of Vietnam's Law. The Cardholder shall not use the Credit Card for any unlawful purpose, including but not limited to money laundering, terrorist financing, fraud, cheating, gambling or organizing illegal gambling, purchase of goods or services prohibited by the laws of Vietnam and the jurisdiction in which the Cardholder is in; virtual currency trading and exchange transactions; transactions that violate foreign exchange laws; payment for online video games that have not been licensed for release in Vietnam; fictitious/bogus transactions; or any other illegal purposes.

## **10. Cardholder's Responsibilities for Transactions**

Cardholder shall be liable for any losses or damages they incurred arising from an unauthorized transaction:

- (a) through their own fraud, negligence or willful misconduct;
- (b) by their breach of any regulations on Ownership of the Credit Card provide in Article 3, securing Credit Card and PIN provided in Article 4 above, or regulations of Prohibition for Usage Purpose provided in Article 9 above.
- (c) due to Cardholder's failure to comply with requirements set out in Article 5 above;
- (d) the Cardholder refuses to cooperate when requested by the Bank to do so for its investigation of damages caused by the fraudulent use of the Credit Card.

## **11. Shinhan's Rights and Responsibilities for Transactions**

11.1. For Transaction, Shinhan reserves the right to:

- (a) reject or approve any Transaction even if the Transaction is within the Credit Card Limit. The Cardholder is solely responsible for any costs and losses claimed by the Cardholder if Shinhan does not approve any Transaction on the Credit Card;
- (b) approve any Transaction of which total value may exceed the Limit. Any and all risks associated with such Transaction shall be borne by the Cardholders;
- (c) limit the value of each Transaction and/ or the aggregate value of all Transaction in one day on the Credit Card, without notice to the Cardholder. These amounts shall be determined by Shinhan and may be amended from time to time.
- (d) set a limit on the use of the Credit 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.

11.2. Shinhan will be liable for losses incurred by the Cardholder:

- (a) that are caused by the fraudulent or negligent conduct of Shinhan's employees or its appointed agents involved in provision of the Credit Card to the Cardholder;
- (b) that arise from transactions that require the use of any Credit Card or PIN that occurs before Cardholder has received the Credit Card or PIN (including a reissued Credit Card, or PIN); and

- (c) that result from an unauthorized transaction that occurs after Shinhan has duly received notice from Cardholder that their Credit Card has been misused, lost or stolen or that the security of their PIN has been breached.

Notwithstanding the foregoing, The Cardholder is solely responsible for liable for any loss incurred or sustained by the Cardholder mentioned in Clause 7.5 and due to a Force Majeure Event indicated in Article 35 below.

11.3. The Cardholder is solely responsible for any losses and damages (including all losses, reclamations, claims, costs and other payables requests or losses (including legal expense) incurred directly or indirectly) that Cardholder must bear from or by:

- (a) any payment demand or request by Credit Card or Merchant's refusing to accept the Credit Card/ Transaction or the quality of goods, services provided by Merchants, or dispute arising between Cardholder and Merchant;
- (b) any Transactions requesting PIN that are treated by Shinhan in accordance with manipulated information after confirming that the input password the same as the one registered at Shinhan;
- (c) any break down, mistake, damage of any electronic terminal for the use of the Credit Card;
- (d) Shinhan's delays or inability to carry out the responsibilities under the Credit Card Contract by virtue of any reason beyond reasonable control of Shinhan;
- (e) any damage to the honor, prestige or reputation of the Cardholder, including in the event that a Transaction is declined, the Credit Card is withdrawn or the Credit Card Contract is terminated or cancelled.

## **12. Reject card transaction cases/ payment refusal**

12.1. For Card Transaction, Shinhan reserves the right to reject any Transactions for cases including but not limited:

- (a) Any fraudulent Card Transactions; fictitious transactions at merchants (no occurrence of any sale of goods and provision of services);
- (b) Any Card Transactions for the purposes of money laundering, terrorism financing, fraud, violations of commitments specified in Article 9 of this Terms and Conditions, and other violations of law ;

- (c) Any Transactions such as the Transactions exceed the Available Credit Card Limit, the Card is blocked by Cardholders or Shinhan, Cardholders wrongly input security information or exceed the access limit;
- (d) The card is expired;
- (e) Shinhan suspects (i) the honesty, usage purpose of the Cardholder as prescribed by Anti money laundering law or (ii) violations of commitments specified in Article 9 of this Terms and Conditions.

12.2. Besides, card transactions can be rejected as prescribed by Merchants and Acquiring banks.

### **13. Statement**

- 13.1 Monthly, Shinhan shall provide the Cardholder a Statement to the email address or to the billing address by post that Cardholder has registered at Shinhan, except where: (i) there is no activity on Shinhan Credit Card;(ii) the Statements sent by post fail for successful delivery within 3 continuous months. The Cardholder agrees that if the email address and/ or billing address cannot be accessed by Shinhan, Shinhan reserves the right but not obligation to use other addresses which have been notified by the Cardholder to Shinhan from time to time.
- 13.2 Unless the Cardholder explicitly otherwise requests and accepted by Shinhan, Statements shall be sent to the Cardholder via email by Shinhan. For avoidance of doubts, if Statements are sent to Cardholder via email or post shall not be provided in the other method.
- 13.3 The Cardholder agrees and confirms to Shinhan that sending Statement via email is for the convenience of the Cardholder and Cardholder is fully aware of the risks of omissions, errors, mis-statement, fraud and/ or unauthorized interventions by third parties associated with the use of electronic means and they are willing to accept such risks.
- 13.4 The Cardholder agrees that they will be deemed to receive the Statement for a relevant month unless the Cardholder notifies Shinhan of the Cardholder's failure to receive a copy of such 05 (five) working days prior to the Payment Due Date of that statement period at the latest
- 13.5 The Cardholder is responsible for checking the accuracy of statement's content. If the Cardholder has any questions about the Credit Card payments or Transactions, the Cardholder shall object to Shinhan in writing within 60 days from the date of such Transactions. When over that period, Shinhan can understand that the Cardholder agrees the Credit Card payments or Transactions that are recorded in such Statement.

13.6 Notwithstanding anything to the contrary, the Cardholder shall still be liable to pay the Statement Balance or the Minimum Payment on the Statement by 16h30 of the Payment Due Date set out in the Statement regardless whether they have actually received the Statement or not or have objection or not.

#### **14. Cardholder's Instruction**

14.1 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.

14.2 Where the Cardholder provides an instruction through a Non-Preferred Channel (including without limited to instruction on Credit 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.

14.3 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 Credit Card.

#### **15. Claims and Responsibilities on Payment of Credit card**

- 15.1 For claims on payment or Transaction of Credit 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 Credit Card payments or Transactions that are recorded.
- 15.2 From the date receiving the Claims Letter, Shinhan shall take an investigation and define loss (if any) in accordance with Card Association'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.
- 15.3 Subject to Visa's regulations, 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.

## **16. Temporary Suspension of Card Use**

- 16.1 The Cardholder has the right to temporarily suspend the card use by sending request in writing to Shinhan or via Non-preferred Channels. The suspension of Card Use does not exempt the Cardholder's responsibilities arising from the Credit Card issuance and use at Shinhan.
- 16.2 Shinhan has the right to temporarily suspend the Credit Card without the Cardholder's request in one of the below cases. In different situations, Shinhan may notify the suspension to the Cardholder by methods that Shinhan considers to be reasonable.
  - (a) Upon the late payment of the Credit Card and/ or overdue personal loan at Shinhan;
  - (b) When there are significant reasons that lead to an abnormal transaction or a fraudulent card transaction or where there is a possibility or risk of damages to the Cardholder due to outside hacking of Shinhan or the Cardholder's network.
  - (c) If any information provided by customer on the Credit Card Application Form is found to be false.
  - (d) In the event that debt repayment by the Cardholder becomes impossible for reasons of immigration, arrest, death, bankruptcy etc. or in the event that reimbursement is rendered seriously difficult.

- (e) In the event that the Cardholder violate the stipulations of the Credit Card Contract.
- (f) The Cardholder has the accumulative number of overdue days of card debt exceeding 45 days within the last one year.
- (g) The Cardholder who is foreigner does not update his/ her information as indicated under Clause 29.1.
- (h) In other events that may affect to use of the Credit Card as the assessment of Shinhan.

16.3 Shinhan can release the Credit Card use for the Cardholder if Shinhan assesses that the Cardholder is still qualified to use the Credit Card according to Shinhan's regulations. However, the Credit Card use shall not be automatically released and shall only be considered if there is the Cardholder's request (by writing or via "non-preferred Channels") in some cases below:

- (a) The Credit Card suspension was by the Cardholder's request;
- (b) Other cases that Shinhan assesses to remain credit risk.

In the case (b), Shinhan has the right to reject the Credit Card release based on Shinhan's risk credit analysis

16.4 If a Credit Card is suspended because Shinhan assesses that the Cardholder is no more qualified to use the Credit Card, Shinhan can request the Cardholder to immediately return the Credit Card or destroy the Credit Card by cutting it (including any chip on the Credit Card) diagonally in half and repay any debts owed up to that date.

## 17. Credit Card Termination

### 17.1 Termination by Cardholder

- (a) The Primary Cardholder may request to terminate any Credit Card(s) or Supplementary Cardholder may request to terminate his/ her Credit Card by giving Shinhan a prior notice in writing or via recorded phone call to Shinhan's Contact Center at 1900 1577 ("**Termination Notice**").
- (b) Shinhan only receives Termination Notice if the requested Credit Card(s) has no pending Transaction to be settled from Merchants and the Primary Cardholder must complete the payment for all Outstanding Balance without any payment request from Shinhan.
- (c) The further Transaction or use of the Credit Card from Shinhan's receipt of the Termination Notice shall not be permitted; If Cardholder makes any Transaction or uses the Credit Card after

Shinhan's receipt of the Termination Notice, Cardholder shall be deemed to cancel such Termination Notice.

- (d) In case of card closure within 1 year from its issuance date, the cardholder is fully responsible for repaying the annual fee, which was initially waived according to the bank's policy and the terms and conditions announced from time to time.

## 17.2 Termination by Shinhan

- (a) Shinhan reserves the right to cancel or terminate the Credit Card, each case as it may deem fit, if:
  - i. Shinhan, as to their right, considers that the Credit card use may cause loss to Cardholder or Shinhan;
  - ii. The Credit card of Cardholder is suspended and Shinhan considers that Cardholder is no longer eligible for using Shinhan credit card including but not limited to foreign Cardholder who does not update his/ her information as indicated under Clause 29.1;
  - iii. An event of default has occurred or an event or circumstance (including any change in law) occurs in relation to Shinhan where it becomes, or with lapse of time will become, unlawful, for any reason whatsoever, for Shinhan to continue providing service under the Credit Card Contract; or
  - iv. The Collateral of the Secured Credit Card is not available or was used to pay for financial obligation of Cardholder with Shinhan and Shinhan, as their assessment and decision, considers that Cardholder is no longer eligible for using Shinhan credit card without the Collateral.
- (b) In situations indicated in Clause 17.2.a above, the Cardholder must destroy or return the Credit Card within 01 working day from when the Cardholder receives the request from Shinhan through notification method as of Shinhan's choice. At the time of such termination, total Credit Card's Outstanding Balance including fees and interest of all Transactions shall become immediately due and must be repaid within 1 working day from the Termination Notice date without further notice or request from Shinhan.

17.3 Termination shall take effect after all Outstanding Balance are made to the satisfaction of Shinhan and at the same time, the Credit Card is requested to terminate must have no pending Transaction to be settled from Merchants. Any Secured Collateral provided to Shinhan in relation to the Credit Card shall continue to be held for 30 (thirty) days from the date of such termination.



- 17.4 The Termination of all Credit Card(s) of the Primary Cardholder shall also terminate the Credit Card Contract. Termination of the Credit Card Contract caused by or in relation to a Primary Cardholder shall also terminate the use of Credit Card of the Supplementary Cardholders.
- 17.5 Regarding to the left-over amount in the card account when the Credit Card is terminated, Cardholder has the right to request the refund at Shinhan Branches/TOs. When the Cardholder does not request the refund, inactive card management fee will be charged until there is no balance in the Credit Card account as indicated under Clause 26.3 (o).
- 17.6 Through accepting these Terms and Conditions, the Cardholder hereby agrees to authorize Shinhan to execute any documents on behalf of the Cardholder and perform any necessary actions for the purpose of debt recovery as the Credit Card Contract.
- 17.7 Notwithstanding the termination at Article 17, any use of the Credit Card or the PIN (whether or not by Cardholder) before it is destroyed or returned to Shinhan shall be deemed to be use of the Credit Card or the PIN by Cardholder and Cardholder shall be liable to pay the Outstanding Balance on the Credit Card in full, including such Transactions incurred but not yet debited to the Credit Card.

## **18. Seize Card Cases**

Shinhan has the right to seize the card if the Cardholder violates the following:

- (a) Fake cards;
- (b) The card is used illegally;
- (c) Serving the investigation and handling crimes in accordance with the law;
- (d) Other cases as regulated by Shinhan in each period.
- (e) Shinhan discovers that the Cardholder used fake documents or impersonation to issue the card or use the card for fraudulent purposes or other illegal activities and other cases in accordance with legal regulations law.

## **19. Credit Card Renewal**

- 19.1 The Credit Card is renewed means the Primary Cardholder shall be received the new card with the extended time printed in front of card. The old one shall be expired after Cardholder's receipt and activation of Renewal Card.
- 19.2 Credit Card renewal is permitted from 3 months prior to the Credit Card expiry date, in the circumstance Shinhan receives the Cardholder's Credit Card renewal request according to Shinhan's regulation.

Shinhan may, at its sole discretion shall approve or disapprove such renewal request from the Cardholder.

- 19.3 Shinhan may independently consider the automatic Credit Card renewal based on Credit Card usage history and the Cardholder's status before the Credit Card expires. In any circumstance, Shinhan shall inform the Cardholder of automatic Credit Card renewal or the required documents if the Credit Card is not set to be automatically renewed.
- 19.4 If the Credit Card is set to be automatically renewed and Shinhan does not receive any objections from the Cardholder after receiving the Credit Card renewal announcement, the Renewal Credit Card shall be automatically issued without the Cardholder's request.
- 19.5 If the Credit Card is not renewed before the Card's expired date, the Cardholder is responsible to pay the remaining outstanding card balance (including Installments) after the Credit Card expiry.
- 19.6 If the Cardholder is not qualified for automatic Credit Card renewal or the Cardholder wants to renew the Credit Card in advance, the Cardholder must go to Shinhan's branch/ transaction office to apply for Credit Card renewal according to Shinhan regulation at any working days within 3 months before the Credit Card expiry date.
- 19.7 Credit cards will only be considered for renewal after Shinhan has implemented measures to authenticate and verify the Cardholder in accordance with the law.

## **20. Credit Card Payment Responsibility**

- 20.1 The Primary Cardholder shall be responsible to pay any Outstanding Balance in relation to the issue and use of his/ her Credit Card(s) and that of the Supplementary Cardholder in accordance with this T&C.
- 20.2 The Cardholder shall be liable to pay at least the Minimum Payment by 16h30 of the Payment Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder may also have the option to pay the total Statement Balance, the Minimum Payment or any amount in between the total Statement Balance and Minimum Payment to Shinhan.
- 20.3 If Cardholder has more than one Statement, Cardholder will be responsible for payment of all these Statements, and is required to provide clear payment instruction with regard to each Credit Card as Credit Card number.
- 20.4 The Minimum Payment is computed as the sum of the following:
- (a) For account with Installment(s): THE GREATER OF a predefined percentage of the Difference of the Outstanding Balance and total Installment balances plus (+) any repayment amount due for the Installment AND a minimum amount as required by Shinhan; or

For account without Installment(s): THE GREATER OF a predefined percentage of the Outstanding Balance AND a minimum amount as required by Shinhan; or

In case the Outstanding Balance is smaller than a minimum amount as required by Shinhan: the Outstanding Balance; and

*Note: - The minimum amount as required by Shinhan is VND 50.000 (fifty thousand Vietnam Dong)*

*- Predefined percentage shall be a certain percentage as registered by Cardholder with Shinhan or a default percentage of Shinhan at 5% if it was not registered by Cardholder earlier.*

*- The minimum amount as required and a default percentage of Shinhan are subject to change by Shinhan from time to time.*

(b) all unpaid Minimum Payments of previous Statement cycles, if any.

20.5 The Cardholder shall perform full payment obligation of the Credit Card after receiving the payment request of Shinhan in one the following cases:

(a) When the Credit Card has been terminated under Article 17 or the Credit Card is expired and is not extended under the Clause 19.5; or

(b) When the Cardholder makes no payment or insufficient payments of Minimum Payment in more than five (05) consecutive cycles.

## **21. Order of Payment**

Payments for the Credit Card shall be applied in the following order:

(a) Total unpaid Minimum Payments of previous statements (if any), in order of the furthest Statement;

(b) Interest and principal of Installment(s);

(c) Processing fee of Cash Advance transaction;

(d) Interest of legal cost, service fee, Cash Advance transaction (domestic/ international), Sales Transaction (domestic/ international);

(e) Principal of legal cost, service fee, Cash Advance transaction (domestic/ international), Sales Transaction (domestic/ international);

(f) Any fees not displayed in current Statement;

(g) Any principal amount related to Cash Advance Transaction not displayed in current Statement;

(h) Any principal amount related to Sales Transaction not displayed in current statement.

Besides, Shinhan has the right to collect above payments in another order without prior notice when it is considered to be reasonable.

## **22. Payment Method**

22.1 Payment can be made through payment methods chosen by the Cardholder and accepted by Shinhan. Cardholder should update the payment methods guideline on Shinhan's website at [www.shinhan.com.vn](http://www.shinhan.com.vn).

22.2 With regard to payment instructions relying solely on the Credit Card number either at ATM or at Shinhan's branch/ transaction office or other payment channel ("Payment Instruction"), the Cardholder acknowledges and agrees that the payment execution will be made relying solely on the beneficiary's Credit Card number and there might not be any verification prior to or confirmation after the payment is made. Cardholder further accepts the risks associated with such Payment Instruction(s), including but not limited to risks of the fund being lost or abused arising due to negligence, omission or provision of wrong the Credit Card number (either by the Cardholder or the payer).

22.3 Payment transaction is incorrectly recorded compared to Cardholder's payment request included but not limited to incorrect amount, duplicate amount, incorrect beneficiary information in which the root cause is investigated and confirmed by Shinhan belongs to system error, authorized personnel's human error, incorrect accounting entry by vendor, etc. Thus, Shinhan has the right to adjust the transaction based on Cardholder's payment request included payment transaction cancellation, debit new payment transaction) after informing Cardholder via mobile phone and/ or email.

## **23. Auto Credit Card Payment**

23.1 An automatic Credit Card payment arrangement may be arranged if the Primary Cardholder has a demand payment account at Shinhan. By registering auto payment service, Cardholder allows Shinhan to deduct the payable amount according to registered payment withdrawal rate from Cardholder's designated account without Cardholder's payment request on monthly payment due date.

23.2 The payment account of the Credit Card may be selected within the Primary Cardholder's account(s) in Vietnam Dong or foreign currency as Shinhan's regulations and shall be assigned by the Cardholder. The payment made from a foreign currency account shall be automatically debited after being exchanged according to Shinhan-designated currency rate at the time of payment.

23.3 The Cardholder must ensure that such nominated payment account has sufficient available balance (after excluding the blocked amount for any reason) by 16h30 of the Payment Due Date to enable Shinhan to process the relevant payments in the Payment Due Date.

#### **24. Payment in Advance**

24.1 If the Cardholder wants to pay in advance or pay more than the due payment amount, the Cardholder can make payment in accordance with the method provided or accepted by Shinhan. In case of paying in advance from the demand payment account, the Cardholder must ensure sufficient account balance for payment as the Cardholder's request.

24.2 When making payment in advance, the Cardholder can choose to pay in advance any Transactions; or if the Cardholder does not choose any Transaction, Shinhan shall execute the payment according the Transactions' acquired dates.

24.3 In case of delinquency, the Cardholder must pay the delinquent amount before requesting for payment in advance.

24.4 Any payments made before the issuance of the Statement of that period will only decrease the Outstanding Balance at time of payment and shall not be considered as advanced payment for the Statement Balance of that Statement. Therefore, Cardholder shall still ensure the payment for at least Minimum Payment as stated on that Statement.

#### **25. Late Payment**

25.1 The Cardholder becomes delinquent when at least the Minimum Payment is not registered in Shinhan system by 16h30 of the Payment Due Date.

25.2 The Cardholder shall pay the late payment fee for each late payment month in accordance with the Fees & Charges published on [www.shinhan.com.vn](http://www.shinhan.com.vn).

25.3 If the Cardholder has not yet fulfilled due Minimum Payment until the next cycle date, Shinhan shall include the unpaid accumulated overdue Minimum Payment and the new Minimum Payment of the new cycle together in the new Statement.

25.4 In the event of a situation as stated in the foregoing 25.1, at any time in working days after payment due date, Shinhan may debit from designated payment account or any other Cardholder's payment accounts at Shinhan (if any) to make payment for overdue amount or total outstanding balance without the Cardholder's request. The Cardholders agrees that Shinhan has the right but not obligation convert bonus points generated for the Member to repay the Member's overdue debt without the Member's request

confirmation. In case of a foreign currency account, the payment shall be debited after being exchanged at the designated currency rate by Shinhan at the time of debt collection.

- 25.5 As to the secured Credit Card, in late payment events, Shinhan reserves the right to use the Secured Collateral of the corresponding Credit Card to make payment for overdue amount or total outstanding balance without the Cardholder's request.
- 25.6 If additional costs such as legal expenses or a credit collecting fee arisen from Shinhan's effort in collecting overdue card debt, or if the Cardholder causes additional costs by violating the Credit Card Contract, the Cardholder shall pay all such expenses to Shinhan.
- 25.7 In case the Cardholder keeps holding non-payment of delinquency, Shinhan has the right to take all necessary operation measures according to regulations to collect the debt, including suing, forcing and selling the assets of the Cardholder.

## **26. Credit Card Fees and Interests**

- 26.1 Particular fees and interests shall be specifically stipulated in the Fees and Charges which are updated and published on website [shinhan.com.vn](http://shinhan.com.vn). Shinhan shall not be responsible for losses and damages or disputes that may arise due to the Cardholder's negligence.
- 26.2 Interests in relation to each Transaction shall be calculated as follows:
- (a) For Cash Advance Transaction: interest is calculated each day on the unpaid balance of the Transaction(s) at normal interest rate from the date of the Cash Advance Transaction(s) until full repayment of the Transaction(s);
  - (b) For Installment: interest is calculated each day on the unpaid balance of the Transaction(s) applying the relevant Installment interest rate from the acquiring date of the original transaction until the Installment has been settled;
  - (c) Sales Transactions, fees, charges and all other debits to the Credit Card (excluding Installments, Cash Advance Transactions, and Interest billed but not paid in previous cycle(s)): interest will be charged only when the Cardholder fails to pay the full Statement Balance before 16h30 of the Due Date. Interest is calculated on the unpaid amount at normal interest rate from the acquiring date of the Transaction(s), fees and charge and other debts until the actual payment date of the Transaction(s).
- 26.3 Cardholder must pay all fees and charges associated with the Credit Card including but not limited to the following fees:

- (a) Annual fee: the fee that Cardholder must pay yearly for maintaining Credit Card. Annual Fee shall start to be collected after Credit Card's activation for the first year and after the first date of application registration from the second year onwards.
- (b) Cash withdrawal fee: the fee shall be charged if the Cardholder withdraws cash from the demand account by Credit Card at other bank's ATM;
- (c) Cash advance fee (Cash advance fee): the fee shall be charged if the Cardholder makes Cash Advance Transaction;
- (d) Notification Service fee: the fee shall be charged if either Primary or Supplementary Cardholder(s) agrees to use the default opt-in registration, except where the Primary Cardholder opts out for all Cardholders;
- (e) Overseas transaction fee: the fee shall be charge if Cardholder's transaction deriving from overseas Transactions or foreign currency Transactions. This amount shall be invoiced at Cardholder's account after exchanging Transaction value into Vietnamese Dong;
- (f) Late payment fee (delinquency fee): the fee shall be charged if the Cardholder fails to pay at least the Minimum Payment before 16h30 of the Due Date;
- (g) Card re-issuance fee: the fee shall be charged if the Credit Card is reissued upon the request of the Cardholder in some cases such as card loss, stolen or when Cardholder wrongly input CVV2 information over 05 (five) times for e-commerce transaction, etc;
- (h) Dispute investigation fee: the fee shall be charged for the Cardholder's request on investigating an dispute in regarding to fraudulent use of the Credit Card;
- (i) Transaction slip copy request fee: the fee shall be charged when the Cardholder requests a copy of the transaction slip;
- (j) Statement copy fee: the fee shall be charged when the Cardholder requests a copy of an original Statement;
- (k) Credit Limit increase fee: the fee shall be charged when the Credit Card Limit is approved to increase by Shinhan upon the Cardholder's Credit Limit Increase request;
- (l) Exception request fee: charged when the Cardholder requests an additional or special work request to be under taken by Shinhan;
- (m) Installment application fee: charged once the Cardholder accepts the Installment having the Installment application fee;

- (n) Installment early payment fee: charged if full payment is made in relation to an Installment prior to the scheduled repayment period or any cancellation is made after the conversion is executed;
- (o) Inactive card management fee: charged if Cardholder requests to terminate the Credit Card and refuse to collect the left-over amount in the card account within 06 (six) month since the date of termination of Credit Card. The fee will be until there is no balance in the Credit Card account.

26.4 All fees, except Inactive card management fee will be debited immediately from the Shinhan Credit Card of the Cardholder or on a subsequent Statement, whichever is applicable.

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

27.1 The Primary Cardholder may request Shinhan to issue an additional Credit Card(s) to a Supplementary Cardholder(s), requirements of which shall be determined by Shinhan. Issuance of additional Credit Card(s) to Supplementary Cardholder(s) shall be at the sole discretion of Shinhan.

27.2 Shinhan shall only terminate the supplementary Credit Card by the request of the Primary Cardholder or the corresponding Supplementary Cardholder or as decided by Shinhan.

27.3 The use of the Credit 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 Credit Card. The Primary Cardholder acknowledges and agrees that:

- (a) the Supplementary Cardholder(s) can manage and use the Supplementary Credit Card in the same manners that the Primary Cardholder can;
- (b) the Primary Cardholder shall be liable for any and all debt amounts incurred in relation to the Supplementary Credit Card issued to the Supplementary Cardholder and his/ her obligation to pay such amount to Shinhan shall be principal obligation as if he/ she had used such Credit Card.

27.4 Supplementary Cardholder(s) commits to comply with provisions on using Credit Card in the Credit Card Contract.

## **28. Revision of this T&C and Fees and Charges**

28.1 The Cardholder agrees that Shinhan may at any time vary this T&C and Fees and Charges. Shinhan shall serve a notice to the Cardholder in the manner set out in Article 29 below. Such revised terms and conditions shall take effect from the date as specified in such notice but shall not earlier than 7 (seven) days from the date of such notice.



28.2 If the Cardholder disagrees with any revised terms and conditions, the Cardholder may terminate the Credit Card Contract and related services in accordance with Clause 17.1 within 7 (seven) days from the date of such Notice. In case the Cardholder does not terminate the Credit Card Contract in this period, the Cardholder acknowledges and agrees that they shall be deemed to accept such revisions as notified by Shinhan. The continued use of the Credit Card by the Cardholder after the effect of the revisions shall constitute conclusive evidence of the Cardholder's acceptance to be bound by such modifications.

## **29. Information update**

29.1 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. 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.

Cardholder must update for Shinhan with the his/her latest identity document, residential document proving customer's resident in Vietnam (applied for foreigner) at least 1 (one) month prior to the expiry date of the current identity/residential document.

29.2 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.

29.3 Any notice, correspondence or other communication from Shinhan to the Cardholder in respect of the Credit Card may be given by sending to the address, telephone or email set out in the Credit 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;

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

### **30. Processing of personal data, provision and use of credit information**

30.1 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.

30.2 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.

30.3 The Cardholder agrees and acknowledges that Shinhan is authorized to disclose any information (including credit information) relating to the Cardholder including information of related persons of the Cardholder to any or all the following subjects:

- (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 related organization or individual for card issuance, card promotion implementation, card linking, collection;
- (e) 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;
- (f) any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- (g) any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions of any country (including credit information...); and
- (h) 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.

- 30.4 The processing of personal data of the Cardholder and related persons is carried out in accordance with the Letter of Consent on processing personal data and accompanying document(s) that the Cardholder signs with Shinhan. For clarity, the Letter of Consent for Processing Personal Data and the accompanying document(s) are an integral part of these T&C.
- 30.5 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.

### **31. Withholding**

- 31.1 Shinhan may be required by law or agreement or arrangement with any local or foreign authority to deduct or withhold from payments made to the Cardholder. Where Shinhan is required to make a deduction or withholding, the Cardholder acknowledges and agrees that the relevant payment will be reduced by the amount of that deduction or withholding and authorizes Shinhan to deduct such amounts from the Cardholder's account. The Cardholder indemnifies Shinhan against any loss Shinhan suffers or cost Shinhan incurs as a result of such deduction or withholding
- 31.2 If the Cardholder is required to make a deduction or withholding for or on account of tax by law, the sum payable by the Cardholder to Shinhan (in respect of which such deduction is required to be made) shall be increased to the extent necessary to ensure that Shinhan receives a sum net of any deduction or withholding equal to the sum which it would have received had no such deduction or withholding been made or required to be made. The Cardholder shall make that deduction or withholding and any payment required in connection with that deduction or withholding within the time allowed and in the minimum amount required by the law.

### **32. Notification Service for Credit Card**

- 32.1 Cardholder may choose to use Notification Services through Mobile phone for Credit Card provided by Shinhan as follows:

- (a) "SMS channel" is a method where automatic notifications from Shinhan are sent to the customer's phone number registered with Shinhan.
- (b) "Multi-Channel (Zalo and SMS)" is a method where automatic notifications from Shinhan are sent to the customer's Zalo application after verifying the customer's official Zalo account and ensuring their mobile device is connected to the Internet. Alternatively, notifications are sent to the customer's phone number if the Zalo application fails to deliver the message, ensuring uninterrupted communication and compliance with legal regulations and agreements with Shinhan.

By registering this Service, Cardholder agrees and confirms to allow Shinhan to provide the Cardholder the following Credit Card's information, includes:

- (a) Approvals/ denials details of Credit cards' transaction authorization
- (b) The payment due amount, payment due date, late payment amount and others;
- (c) Other information concerning the Cardholder's Credit Card and Status
- (d) Other information including but not limited to advertising information and bank notifications.

32.2 The Cardholder is responsible for:

- (a) Providing Shinhan with accurate personal information as requested by Shinhan and complete the verification of the Zalo account corresponding to the registered phone number at Shinhan to activate the Multi-channel Notification Service. Cardholder 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.
- (b) Ensure that the phone number provided to Shinhan is the official phone number of the customer.
- (c) Register/change/terminate the Notification Service at any time by officially notifying Shinhan in writing, or by proactively changing/stopping the service through the Shinhan SOL Vietnam online banking application (hereafter referred to as the "SOL Application").

32.3 Cardholder's Phone number information will be provided to and used by the Shinhan's companies managing and supplying Multi-channel services (Zalo and SMS) 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.

32.4 The Cardholder is solely 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 35 in this T&C (Force majeure events).

### **33. Digital Card Function**

- 33.1 After enabling the Digital Card Function, Primary Cardholder can view and use Card details displayed on the SOL application for online transactions.
- 33.2 Digital Card Function only applies for Primary Cardholder. Primary Cardholder can activate this function on any Credit Card or on all Credit Cards.
- 33.3 Presenting Card details on SOL application cannot substitute physical card to perform transactions at ATMs or POS transactions at merchants.
- 33.4 Digital Card Function shall remain with Physical Card's validity period and may be canceled by Shinhan with prior notice from time to time (include but not limited to the case in which Digital Card function automatically suspended due to physical card not activated within 60 days from this Function's activation date); or by Primary Cardholder's request via Contact Center or at branches/transaction offices.
- 33.5 Digital Card Function shall not be automatically renewed. In case of having demand on continuing using after card expiration, kindly re-active Digital Card via SOL application.

### **34. Card Facilities**

From time to time, Shinhan shall offer program(s)/ service(s) for Credit Card which shall be governed by specific terms and conditions of such program(s)/ service(s) and in case of any conflict between those specific terms and conditions herein, then the specific terms and conditions of such program(s)/ service(s) shall prevail. Details of terms and conditions of each program/ service are published at website [www.shinhan.com.vn](http://www.shinhan.com.vn) and are subject to change from time to time.

### **35. Force Majeure**

Neither party shall be responsible for any loss that the Cardholder must pay or suffer due to a Force Majeure Event. Force Majeure herein means any events beyond Shinhan's reasonable control, including fire, flood, earthquake, storm or other natural events; strike or other labour 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.

### **36. Responsibility for Violations**

36.1 Each event described below shall be an Event of Default under the Credit Card Contract:

- (a) Cardholder fails to pay or make late payment to Shinhan any due amount as Credit Card Contract.
- (b) Cardholder fails to comply any provision of Credit Card Contract;
- (c) In the reasonable view of Shinhan, the Cardholder has tampered with, misused or allowed any other person to use the PIN or the chip on his/ her Credit Card;
- (d) A representation or statement made to Shinhan or any information given to Shinhan (whenever it was made or given) in or in connection with the Credit Card Contract was false or misleading (whether by omission or otherwise);
- (e) Any of the Cardholder's indebtedness due to Shinhan under any contract, agreement (other than under the Credit Card Contract) is due and payable or is capable of being declared due and payable before the due date for payment, or is not paid when due or at the end of any period of grace which may apply;
- (f) Failure by arises that, in Shinhan's opinion, may have a material adverse effect on the Cardholder's assets or financial condition, or the Cardholder's ability to perform its obligations under the Credit Card Contract; or
- (g) Death, missing or loss of civil act capacity of the Cardholder.

36.2 Rights of Shinhan in case of an Event of Default

On and at any time after the occurrence of an Event of Default, Shinhan may take any or all of the following actions:

- (a) Suspend or cancel or terminate any/ all Credit Card(s);

- (b) declare that all or part of the Outstanding Balance, together with accrued interest, and all other amounts accrued or outstanding under the Credit Card Contract be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) apply any credit balance, in any account or deposit of the Cardholder with any branch or transaction office of Shinhan, towards satisfaction of the outstanding amount owing to Shinhan and do any acts (including conversion of any currency or execution on behalf of Cardholder of any document) as may be required to give effect to such application, in any case without prior notice to the Cardholder;
- (d) apply any payment made by the Cardholder (regardless of otherwise instruction by the Cardholder) toward payment of any unpaid amount due to Shinhan by the Cardholder under any contract or agreement between Shinhan and the Cardholder, at the sole discretion of Shinhan;
- (e) notify of and provide information on any breach by the Cardholder of their payment obligations, to competent government agencies (including without limitation to police agency, tax agency, and business registration agency), the Cardholder's employer, debt collection service providers and any related third party as determined by Shinhan. The Cardholder agrees that Shinhan may do such things without notice to the Cardholder;
- (f) exercise all of its right and remedies under the Credit Card Contract including Secured Collateral processing or seizing any money or property held by Shinhan or taking any legal proceedings against Cardholder;
- (g) in case the Cardholder delays the payment for delinquency, Shinhan has the right to take all necessary steps according to regulations to collect the debt, including taking to court, forcing and selling the assets.
- (h) other rights under the Credit Card Contract and pursuant to Vietnamese law.

36.3 The Cardholder agrees to indemnify Shinhan against all costs and loss incurred or suffered by Shinhan (including but not limited to legal fees, expense or fees paid to any collection agent) as a result of or in connection with an Event of Default.

### **37. Transferring**

Shinhan has right to sell or transfer bad debts arising from Credit card to any organization or individual in accordance with relevant legal regulations at the time of selling bad debts.

### **38. Anti-Money Laundering**

- 38.1 The Cardholder agrees to exercise their rights and perform their obligations under the Credit Card Contract and/ or this T&C 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.
- 38.2 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.
- 38.3 Notwithstanding any other provision contained in this T&C 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.

### **39. Other Conditions**

- 39.1 Should any provision of the Credit Card contract 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.
- 39.2 The Credit Card Contract and all rights and liabilities between Shinhan and the Cardholder and other matters in connection with the Credit Card are governed by the laws of the Socialist Republic of Vietnam.
- 39.3 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.
- 39.4 This T&C are made in Vietnamese and English. To the extent that the Vietnamese version is inconsistent with the English version, the Vietnamese version shall prevail unless otherwise required by laws.
- 39.5 Any matters not stipulated in these terms and conditions shall apply Shinhan's General Terms and Conditions or generally accepted commercial practices.