



CORPORATE DEBIT CARD TERMS AND CONDITIONS

These Corporate 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 Member. Before using the International Debit card, Member & Card User should carefully read and understand the below terms and conditions relating to International Debit card.

These Terms and Conditions together with Shinhan Corporate Debit Card Application Form and Agreement or similar document to issue International Debit Card (“**Debit Card Application Form**”), Card Fees and Charges and “Card Carrier” constitute the Debit card contract between Shinhan and the Cardholder (generally called “Debit Card Contract”). By entering into the Debit Card Contract, evidenced by the signing the Debit Card Application Form or activating the Debit 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. Definitions:

- 1.1 “**Statement**” means monthly statements detailed all Transactions within a statement month, incurring fees and charges (if any), Payment due date, etc. and sent to the Member.
- 1.2 “**CVV2**” is the 3-digit number printed on the back of Card for security purposes.
- 1.3 “**Member**” means the Corporate who named on Card Application Form and Agreement and approved by Shinhan for Card’s issuance.
- 1.4 “**Corporate**” means legal entity established and operating legally under the Laws of Vietnam.

- 1.5 “**Merchant**” means any party that accepts the Debit Card as a means of payment for goods and/ or services.
- 1.6 “**The Online Secure Transaction Service**” (Verified by Visa and Mastercard SecureCode) means the service for identification of the Member in electronic commerce transactions provided by Shinhan and Card Associations.
- 1.7 “**The OTP password for the Online Secure Transaction Service**” (“OTP”) shall refer to a code of 6 digits which Member receives via SMS on Member’s registered mobile phone number or email when making transaction. It is valid for 180 seconds from receiving time and is used one time only.
- 1.8 “**Transaction**” means use of the Debit Card to pay for any goods and/ or services.
- 1.9 “**Payment due date**” means the date on which fees and other charges (if any) relating to Card shall be automatically withdrawn from the Member’s Main Account.
- 1.10 “**Representative**” means individual who legally represent the Corporate or valid authorized by the Corporate to sign and execute documents relating to Card.
- 1.11 “**Manager**” is individuals designated by Member, authorized and registered with Shinhan to handle cards under Manager’s Department, including but not limited to Card’s information inquiries, Card lost reporting, Card Statement(s) and activate Card(s) under Manager’s Department through SMS activation service.
- 1.12 “**Card User**” is individual(s) designated and registered by Member with Shinhan to hold and use Card. Card User must be the employee or owner of the Corporate that is issued Card.
- 1.13 “**Department**” means sub-unit of the Corporate and directly handle Card(s).
- 1.14 “**Password**” means the identification number of Debit Card (PIN) issued by Shinhan or registered by Card User, including 6 digits and used by the Card User for transactions that requires identification number.
- 1.15 “**Shinhan**” means Shinhan Bank Vietnam Limited and any of its branch or transaction office in Vietnam.
- 1.16 “**Main Account**” means the demand deposit account in foreign or domestic currency as allowed by Shinhan of Member opened at Shinhan and linked with Card in order to perform authorized Card transactions & collect Member’s arising fee(s) related to Card.

- 1.17 “**Card**” means International Debit Card branded by Visa/Mastercard for Corporate issued and/or managed by Shinhan.
- 1.18 “**Card Association**” is Visa/Mastercard international brand card company.
- 1.19 “**Card Validity**” is the validity of physical card printed on front/back of the card.
- 1.20 “**Card usage validity period**” is the period that customer is allowed to use the card to make transactions.

2. Card Issuance

- 2.1 Subject to Shinhan's receipt of the Card Application Form and Agreement, other necessary documents and other conditions satisfied to Shinhan, it may issue Debit Card(s) to Card User as requested. However, the Member acknowledges that Shinhan reserves and has the right to agree or refuse to issue, re-issue, renew, replace or extend the Debit Card without prior notice to the Member.
- 2.2 The issued Debit Card will have name of the Corporate and name of the Card User on the card. Expiry date of Card is printed on card.
- 2.3 Shinhan has the right to change the Debit Card number and expiry date upon card's renewal or replacement. Member is solely responsible for communicating these changes to any other party that the Member may conduct a transaction or payment arrangement. The Cardholder is solely responsible for any Member's loss or damage caused by this change.

3. Card Management

- 3.1 Member is responsible for all activities related to issued card(s) and all card transactions regardless such transaction is made or authorized by Member/ Card User or not.
- 3.2 Shinhan only delivers the issued Card to the Representative or an authorized person to receive Card. Regarding to the registration of the Member, card activation can be done by (i) the Representative, or (ii) an authorized person. Authorization must be made in writing, clearly stated the scope/content of authorization and signed by the Representative in accordance with the specimen signature registered at Shinhan, or (iii) the Manager (only applies for Card(s) under Manager's Department and through SMS activation service by registered mobile phone numbers of the Manager). The Member commits to be solely responsible for all risks and losses arising when choosing these activation methods.
- 3.3 Member and Card User must observe the following requirements to keep their Card secured:

- (a) Card User 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) Do 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 Card User 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 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 13.
- (i) If the 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 14.2 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 Card may be subject to forfeiture if the chip is used by any person other than the Cardholder.

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

3.5 Card User 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).

4. Card Use:

4.1 Cardholders can only use card to conduct card transactions via electronic means when authorized staff using the corporate card has completed the procedures for registering, updating, and authenticating biometric information according to Shinhan's regulations.

4.2 Card User can use Card to execute the following transactions:

- (a) Purchase for goods and services from Payment Account:

- i. At merchant by presenting Card or using a compatible electronic application to a merchant. 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 notwithstanding signature of the Cardholder on the sales slip.
 - ii. 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) Other transactions provided by Shinhan.

4.3 Online Secured Transaction Service

- (a) When card is used for online transaction on websites that provided Online Secured Transaction Service, OTP will be automatically sent to the Member's registered mobile phone number or email with Shinhan after clicking "Generate OTP". Card User shall not close the web browser while waiting for OTP. After receipt of OTP, Card User inputs OTP into the provided field and clicks "Submit".
- (b) One OTP is valid for 180 seconds and Card User has 3 attempts to key it. If exceeding this time frame or keyed in 3 invalid OTPs, The Card User 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 Card Association shall inform the Card User along with the reason and the expected length of affected time.
- (d) The Cardholder is solely responsible for loss and/ or damages incurred by the Member 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 Card User's error in controlling, handling his/ her computer, mobile or any other internet connected devices.

4.4 Must not use Card for (i) payment of any unlawful purpose, including but not limited to transactions related to money laundering, terrorist financing, fraud, cheating, gambling or organize illegal gambling,

purchase 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; transactions are made fictitious /bogus; or other illegal acts. Shinhan has the right to refuse to perform and/or pay for any transaction that (i) is considered a violation of the commitment in this Clause 4.4; and/or (ii) that Shinhan has doubts about the honesty of the acts stated in this Clause 4.4.

4.5 When Member/ Card User authorizes a transaction, Member agrees to pay the amount of that transaction. Card User shall ensure the sufficiency of relevant Account's available balance for such transaction. Card User shall not be able to make transaction with amount exceeding the Main Account's available balance.

4.6 The Cardholder takes responsibility in following situations:

- (a) If any financial institution or Merchant displaying a Card Association 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 Member/ Card User 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 responsibility for above situations is applied for all direct or online transactions.

4.7 With transaction requested to verify Password, transactions are authorized by Shinhan based on information input by Card User. 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 Member/ Representative/ Manager/ Card User as stipulated in Article 13.

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

5. Reject card transaction cases/ payment refusal

5.1 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 Clause 4.3 of this Terms and Conditions; and other violations of law;
- (c) Any Transactions when the Card is blocked by the Member/ Card User/ Manager or Shinhan, the Member/ Card User wrongly input security information or exceed the access limit;
- (d) The card is expired;
- (e) Shinhan suspects (i) the honesty, usage purpose of the Member as prescribed by Anti money laundering law or (ii) violations of commitments specified in Clause 4.3 of this Terms and Conditions.

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

6. Member's Instruction

6.1. Any request of or instruction from Member 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 Member.

6.2. When a Non-Preferred Channel is provided, the Member acknowledges and agrees that:

- (a) The Member understands that this is not a secure means of giving or sending instructions, and the Member is using a non-preferred Channel for their own convenience and other efficiency benefit;
- (b) The Member 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 Member 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 Member (whether or not verification checks or other security measures are carried out) as if it were given in a duly signed written instruction.

6.3. Either Shinhan or Member 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.

7. Card Validity and Limit

7.1 The issued Debit Card will have name of the Corporate and name of the authorized staff using corporate card on the card. The Debit Card shall be valid from the date of its issuance or renewed until the last day of expiry month indicated on such card.

Regardless of the above Card Validity, the Debit Card will not be used when: (i) terminated earlier by Shinhan or the Member; or (ii) belongs to the expiration of the card usage validity period specified in Article 7.2 of this Terms and Conditions

7.2 Card usage validity period does not exceed:

- (a) The remaining period of identity documents or remaining period of residential documents in Vietnam of legal representative or the authorized representative of another organization (hereinafter referred as Lawful representative), whichever comes first; and
- (b) The remaining period of identity documents or remaining period of residential documents in Vietnam of Corporate Card users (The authorized staff using corporate card or Supplementary cardholder), whichever comes first; and
- (c) Card validity.

7.3 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 before the existing Card expires.

7.4 Each Card will be linked up to one (01) Main Account. If this Account is inoperative for any reason, the transactions on Card will not be processed. If the Main Account is closed, Card will be invalid.

7.5 Transaction limit

(a) Credit Card shall not be used for cash advance/ cash withdrawal transaction or howsoever called or any loan on card.

(b) The transaction limits (per transaction/daily/monthly) payment for goods and services are applied as follows:

Max Purchasing amount/day (VND)	VND 50 mil
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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.

7.6 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.

7.7 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 the Main Account, Member is responsible for paying the minus amount and incurred interest.

8. Main Account and Payment Acceptance:

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

8.2 Bank may auto Member's Main Account with the amount equivalent to fees & charges or other purchase amounts carried out by using Card and without presenting transaction confirmation certificate from Member.

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

8.4 Based on Member/ Card User's spending history, the transaction amount and all the related fees, to the Main 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 Main 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.

- 8.5 In case that Member's Main Account is held as stated at point above, Shinhan can hold additionally particular percentage according to Shinhan's standard.
- 8.6 In case that actual transaction amount exceeds the hold amount, the missing amount shall be auto debited from Main Account.
- 8.7 With transactions in foreign currency, Shinhan shall apply the foreign exchange rate decided by Card Association, 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.

9. Late Payment

- 9.1 Card shall be deemed delinquent if:
- (a) The available balance in the Member's Main Account 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) Main Account has been suspended or terminated, or there is any violation of various obligations which have hindered immediate payment of the Card due amount.
- 9.2 Together with the foregoing late payment mentioned in Clause 9.1, the Member 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.
- 9.3 In the event of a situation of Member's late payment, Shinhan may withdraw the late payment amount, delinquency interest and related fees from the balance in the Main Account on each business day after the initial payment date of Member opened at Shinhan to make payment for the overdue amount.
- 9.4 In case Shinhan must collect the legal expenses or a credit collecting fee or any expense arising from Member's violating these Debit card contract, Member 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 Clause 8.2.

10. Fees and Charges:

Shinhan may debit to Member's Main 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. 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 Member 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) Transaction slip copy request fee: The fee shall be charged if Member requests a copy of the transaction slip;
- (b) Accident investigation fee: The fee shall be charged if Member requests Shinhan to investigate accidents regarding fraudulent use of card in case the fault belongs to Member/ Card User;
- (c) 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 Member;
- (d) Statement copy fee: The fee shall be charged when Member request a copy of the original statement;
- (e) 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;
- (f) SMS Service Fee: The fee shall be charged when the Member register this service for Card;
- (g) Exception request fee: fee shall be charged when Member request an additional or special task which approved and undertaken by Shinhan.

11. Suspension/ Termination of Card:

11.1 Shinhan reserves the right to suspend or terminate a Card or refuse authorization of further transactions on the Member's Main Account at any time without prior notice if:

- (a) Shinhan at its sole discretion, believes that use of Card may cause loss to Member or to Shinhan;
- (b) If the information filled in the Application form is detected as not true;
- (c) Member violates the Application form or these Terms and Conditions or General Terms and Conditions of Shinhan;

- (d) In case of Member'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, Member has used Card for prohibited purposes stated in Clause 4.3;
- (g) Main Account has been closed or suspended by any reason including but not limited to upon the Corporate's liquidation, bankruptcy application;
- (h) In the reasonable view of Shinhan, Member/ Card User has interfered, misused or let another person use Password or electronic chip on Card;
- (i) Comply with decision/ request of authorized state organization or legal regulation.

11.2 If Member closes their Main Account at Shinhan, all Card(s) issued in relation to this Accounts will also be cancelled.

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

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

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

12. Seize Card Cases

Shinhan has the right to seize the card if the Member 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.

13. Responsibility of reporting card loss and securing Card

- 13.1 Member/ Representative/ Manager/ Card User must immediately report to Shinhan the following case:
- (a) Card is lost or stolen;
 - (b) Knows or suspects that Card information or Password or CVV2 is disclosed or illegally used.
- 13.2 Report can be submitted by one of following methods:
- (a) Call to Call Center 1900 1577, if overseas +84 28 3866 8830;
 - (b) Visit nearest Shinhan branch/ transaction office in the business hour of the branch/ transaction office.
- 13.3 Member/ Card User cannot continue to use Card/ Password no or CVV2 for any transaction or any purpose at the time Shinhan notify the report mentioned in Clause 13.1. Shinhan shall suspend or terminate this card and issue a new Card upon Member's request.
- 13.4 The Cardholder is solely responsible for any transaction that happens before Shinhan receives report as mentioned in Clause 13.1.
- 13.5 Shinhan shall bear liability to any transaction that happens after reporting, except for the fraudulent us indicated below:
- (a) If Card User intentionally carry out fraudulent transaction by using Card;
 - (b) If fraud happens because Card was not signed, insufficiently managed, lent, transferred or Card was used as collateral asset for illegal loan and any other violations;
 - (c) If Card User refuse to cooperate with no good reason when Shinhan reasonably requests during investigation of losses by frauds.

14. Member's Claims

- 14.1 For claims on payment or Transaction of Card, Member must confirm these notifications by sending Claim Letters (in Form) to Shinhan's branch within 60 (sixty) days from the date of such Transaction. When over that period, if Shinhan does not receive any claim in written from Member, Member is deemed to agree with the Card payments or Transactions that are recorded.
- 14.2 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 Member will discuss about further actions.
- 14.3 Subject to result of investigation, Shinhan will reimburse the loss amount if not caused by the Member/ Manager/ Card User's fault. If the accident investigation finds the Member to be responsible, Shinhan

reserves the right to invoice delayed payment, interest and various fees incurred during the accident investigation period to the Member.

15. SMS service for Card

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

- (a) Approvals/ denials details of Card' transaction authorization;
- (b) Other information including but not limited to advertising information and necessary notifications from Shinhan.

15.2 The Member is responsible for providing Shinhan with accurate personal information as requested by Shinhan and shall inform Shinhan any changes in (or cancellation of) the 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 Member.

15.3 The Member agrees that 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 Member 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 The Member is solely responsible if the Member cannot receive the message due to:

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

16. Information update

16.1 The Member shall notify Shinhan immediately of any changes to the information of Member, Department(s) or Card User as well as any method which they want to use for communication between the Member and Shinhan. The Member 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 Member's notification.

- 16.2 The Member can contact to Shinhan to inquire or instruct information change by requesting to tellers at Shinhan's branch/ transaction office in written.
- 16.3 Any notice, correspondence or other communication from Shinhan 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 Member's notice to Shinhan (either in writing or via any non-preferred channels), and will be deemed duly received by the Member based on:
- (a) The date or the attempted date of document/ letter delivery in case that documents are delivered, 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 Member's Statement;
 - (d) From the date of announcement on website in case of announcement on Shinhan's website at 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 Member has actually received such notice/ correspondence/ communication or not.

17. Processing of personal data, provision and use of credit information

- 17.1 Credit information includes corporate identity information, credit transaction information, overdue payment obligation information, credit capability information, and other information comprehensively which can be used to assess Member's credit situation.
- 17.2 The Member 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 Members) to determine Member'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 (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 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 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.

17.5 The Member 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 Member'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 Member's country of domicile.

18. Force Majeure

Neither party shall be responsible for any loss that the Cardholder must pay or suffer due to a Force Majeure Event. For Majeure herein 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 Member 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 Member 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 Member agrees that Shinhan may disclose any information concerning the Member 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 Member 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 Member 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 Member disagrees with any revised terms and conditions, the Member may terminate Card in accordance with Clause 11.3 with within 7 days from the date of such Notice. In case the Member does not terminate Card in this period, the Member 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.