



(Applied to Shinhan Visa Platinum/ Gold/ Classic/ E-Card Consumer Credit Card that has not been upgraded system)

Before using the Shinhan Platinum/ Gold/ Classic/ E-Card Consumer Credit Card (hereinafter collectively called as “**Credit Card**”) issued by Shinhan Bank Vietnam Limited (hereinafter referred as “**Bank**”), you should carefully read the following Credit Card terms and conditions. This Credit Card Terms and Conditions one of Terms and Conditions applied to services and products of Shinhan.

Your receipt and your use of the Credit Card issued by Shinhan shall signify your agreement to the application of this Credit Card Terms and Conditions as well as the other Terms and Conditions of Shinhan.

1. Definition

- 1.1. “**Cardholder**” is an individual who owns the Credit Card, divided into the Primary Cardholder and the Supplementary Cardholder.
- 1.2. “**Primary Cardholder**” shall refer to an individual who submits and signs the Application for Credit Card issuance and is issued the Credit Card by Shinhan.
- 1.3. “**Supplementary Cardholder**” shall refer to an individual who is designated and permitted to use the Supplementary Card by the Primary Cardholder. The Supplementary Cardholder does not apply for the classic consumer credit card.
- 1.4. “**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.
- 1.5. “**Cash Advance**” is the service of withdrawing cash from the Cardholder’s Card Limit granted from Shinhan.
- 1.6. “**Cash Withdrawal**” is the service of withdrawing cash from available balance in the Cardholder’s designated demand deposit account.



- 1.7. **"Merchants"** are organizations and individuals that register and grant permission to accept payment for goods and services by cards.
- 1.8. **"The Online Secure Transaction Service (Verified by Visa)"** means the service for identification of the cardholder in electronic commerce transactions provided by Shinhan and Visa.
- 1.9. **"The OTP password for the Online Secure Transaction Service" ("OTP")** shall refer to a code of 6 digits which Cardholder receives via SMS on Cardholder's registered mobile phone number when making transaction. It is valid for 180 seconds from receiving time and is used one time only.
- 1.10. **"Statement"** is a monthly detailed list of Credit Card transactions, related interest and fees, payment due amount, Payment Due Date etc.
- 1.11. **"Shinhan Points Program"** is the accumulated bonus points program when the Cardholder purchases goods/ services by the card.
- 1.12. **"Payment Due Date"** is the date by which the Cardholder must pay the due amount as shown on the Statement. If the Payment Due Date is not a Business Day, the payment will be due on the following Business Day of that Payment Due Date.

2. Credit Card Management

- 2.1. Shinhan only delivers the issued Credit Card to the individual assigned on the card. The Primary Cardholder can receive the Credit Card on behalf of the Supplementary Cardholder. Upon the Credit Card receipt, the relevant Cardholder shall sign his/ her name in the signature panel on the Credit Card and shall not permit anyone other than him/ herself to use the card.
- 2.2. The Primary Cardholder shall be responsible for all actions related to his/ her card(s) and the Supplementary Cardholder's card(s) and is entirely liable for all card- related debts. This provision also applies to re-issued Credit Card(s), additional Credit Card(s) or renewed card(s). The Supplementary Cardholder shall only be responsible for the use and management of the family card.
- 2.3. The Cardholder is responsible for protecting PIN and not revealing it for anyone in any circumstances or for any reasons.



- 2.4. Since the Credit Card belongs to Shinhan, the Cardholder shall not lend or transfer his/ her card(s) to a third party or use it as collateral, and should take all the necessary precautions in using and managing the card, including preventing the leakage of PIN to a third party.
- 2.5. The Cardholder shall not use an expired Credit Card or a Credit Card after its replacement has been issued and shall immediately destroy the expired/ old Credit Card by cutting it (including any Chip on the Credit Card) diagonally in half.

3. Card Limit

- 3.1. The Card Limit (so-called as “Cardholder limit”) is the maximum amount that the Cardholder grants from Shinhan and the Cardholder shall be allowed to make transaction only within such limit. The Card Limit (including Cash Advance limit) shall be set by Shinhan at the time of subscription in accordance with its own assessment criteria. Shinhan reserves the right to change such Credit Card Limit with or without Cardholder's request or prior consent.
- 3.2. Shinhan may arbitrarily approve a purchase or Cash Advance transaction that exceeds the Card Limit. In such case, the Cardholder is deemed to accept such transaction.
- 3.3. Shinhan has the right to lower the 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.
- 3.4. The Cardholder may request Shinhan to increase the Cardholder limit. Based on Shinhan’s risk analysis, Shinhan has right (but does not have obligation) to accept the Cardholder’s request.

4. Secured Card

- 4.1. The Credit Card is issued with the condition of having a deposit at Shinhan as the collateral. Shinhan may set more than one item of collateral for the Cardholder to guarantee his/ her payment obligation as stipulated in these terms and conditions.
- 4.2. When applying for the secured card, the Cardholder must sign the pledge contract according to Shinhan form and all other related documents as Shinhan’s request.



- 4.3. The use of the secured Credit Card shall be suspended with the cancellation of its contract. The contract for the collateral shall remain valid until the termination of the relevant card. Arbitrary termination of the Credit Card shall be executed according to Article 17.

5. Credit Card Fees and Charges

- 5.1. The Cardholder shall pay the corresponding fees in the cases stated below:
- (a) Annual fee: The fee that the Cardholder shall pay yearly for using card;
 - (b) Cash Advance fee: The fee shall be charged if the Cardholder makes Cash Advance transaction;
 - (c) Cash Advance interest: Cash Advance transactions shall not be applied the Credit Card policy of interest exemption. Therefore, the Cardholder shall pay Cash Advance interest for occurred Cash Advance transactions. This interest shall be calculated from the following day of transaction date to the actual payment date;
 - (d) Late payment fee (Delinquency fee): The fee that the Cardholder shall pay if failing to pay in full the amount due on the Payment Due Date. This fee shall be charged each time of the late payment in the first 2 delinquent months;
 - (e) Late payment interest (Delinquency interest): The interest that the Cardholder shall pay if failing to pay in full the amount due on the Payment Due Date;
 - (f) Transaction slip requesting fee: The fee shall be charged if the Cardholder requests a copy of the transaction slip;
 - (g) Accident investigation fee: The fee shall be charged if the Cardholder requests Shinhan to investigate accidents regarding fraudulent use of the card in case the fault is from the Cardholder;
 - (h) Credit Card re-issuance fee: The fee shall be charged if the Credit Card is reissued due to its loss, theft or as the request of the Cardholder;
 - (i) Foreign transaction fee: The fee shall be charged if the Cardholder's transaction deriving from overseas transactions or international currency transactions. This amount shall be invoiced in the statement after exchanging transaction value into VND;



- (j) Cash Withdrawal fee: Fee shall be charged if the Cardholder withdraws cash from the demand Bank account by the Credit Card at other Bank's ATM;
- (k) Increasing limit fee: The fee shall be charged if the Cardholder requests an increase of the Card Limit and this request is accepted by Shinhan;
- (l) Exception request fee: The fee shall be charged when the Cardholder requests an additional or special work request to be under taken and accepted by Shinhan.

5.2. The Cardholder shall refer above fees and interests in the Fees and Charges published on website shinhan.com.vn, and this is an integral part of this Credit Card Terms and Conditions. Besides, the Cardholder can also update the detailed information of the fees and charges at Shinhan's website if necessary. Shinhan shall not be responsible for losses and damages or disputes that may arise due to the Cardholder's negligence.

6. Credit Card Use

- 6.1. When purchasing goods or services with the card, the Credit Card is to be presented to Shinhan or to the Merchants of international brand companies of VISA, etc. affiliated with Shinhan. 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. 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 electronic commerce transactions or transactions ordered by mails.
- 6.2. Shinhan shall not be responsible for the Merchants' refusal to accept the card, for the quality of the goods or services provided by the Merchants, or for any disputes that may arise between the Cardholder and the Merchants.
- 6.3. The Cardholder shall not use the Credit Card in violation of the law related to foreign exchange transactions or for illegal purposes such as investment or gambling.
- 6.4. Shinhan may put a limit on the use of the Credit Card or its amount of use at a specified Merchant in consideration of the Merchants' credit rating, the relevant law, or instructions from a supervisory institution.



- 6.5. The Cardholder may use services of Cash Advance or Cash Withdrawal (if any) from an ATM or in other ways designated by Shinhan. When using Cash Advance or Cash Withdrawal, the Cardholder must enter correct PIN.
- 6.6. Transaction in a foreign country or transactions in foreign currency shall reflect the designated currency exchange rate of international card brand company VISA.
- 6.7. If transactions that require PIN such as Cash Advance, Cash Withdrawal and electronic transactions etc. are treated by Shinhan according to manipulated information after confirming that the input password the same as the one registered at Shinhan, Shinhan shall not be responsible for any damages incurred by the Cardholder due to theft, loss, or forgery.

7. Reject card transaction cases

- 7.1. 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 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 the honesty, usage purpose of the Cardholder as prescribed by Anti money laundering law.
- 7.2. Besides, card transactions can be rejected as prescribed by Merchants and Acquiring banks.

8. Installment Payment Conversion

- 8.1. The Cardholder may make a conversion from a purchase payment into an installment payment in a method designated by Shinhan for particular program and published on website



shinhan.com.vn. Minimum transaction amount can be designated by Shinhan in each particular period.

- 8.2. The Cardholder may register an installment period within the maximum period and may pay the conversion fee when registering installment conversion according to particular programs set by Shinhan.
- 8.3. The Cardholder shall settle payment of the installment amount plus monthly interest (if any), during the installment payment period.
- 8.4. The remaining balance of an installment that cannot be divided apart shall be added into the first installment amount.
- 8.5. The Cardholder may pay the Installment early payment fee if full payment is made in relation to an installment prior to the scheduled repayment period.

9. Online Secured Transaction Service (Verified by Visa)

- 9.1. 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".
- 9.2. 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.
- 9.3. 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 Visa shall inform the Cardholders along with the reason and the expected length of affected time.
- 9.4. Shinhan and Visa shall not be held 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.

10. Payment Bank Account and Automatic Withdrawal

- 10.1. The payment Bank account of the Credit Card may be selected within the Cardholder's account(s) in local or foreign currency 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.
- 10.2. Shinhan may automatically debit the Cardholder's due (or overdue) card payment amount from the payment account assigned by the Cardholder without presenting Shinhan's saving book or statement on Payment Due Date or after the Payment Due Date in case of overdue.

11. Statement and Payment

- 11.1. The Card's due outstanding balance, including related fee and interest is generally called "Card Payment Amount".
- 11.2. 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 for the case that the Cardholder has no Credit Card transactions in the month or no Card Payment Amount or the Credit Card delinquency is over 60 days or Statements sent by post to the Cardholder are returned to Shinhan within 3 consecutive months. The statement shall be sent to the Cardholder by the method the Cardholder has registered. If Card Payment Amount is less than VND 50,000, the statement shall display the payment amount of VND 50,000.



- 11.3. The Cardholder must maintain a sufficient balance to cover the Card Payment Amount according to the payment method that the Cardholder assigned before 16:30 on the Payment Due Date.
- 11.4. The Statement will be made in the order of the acquiring date of transactions in the system.
- 11.5. The payment amount shall be collected in the following priority order: interest, fees arising in Fees and Charges, legal and collection expenses and finally the unpaid principals. Besides, Shinhan has the right to collect above payments in another order without prior notice when it is considered to be reasonable.
- 11.6. Shinhan shall only automatically withdraw the exact due payment billed in the Statement on the Payment Due Date. If the Cardholder wants to pay in advance or pay more than the due payment amount, the Cardholder has to visit Shinhan's branch or call to the Contact Center 1900 1577 in Shinhan's working hours to request payment. 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.
- 11.7. 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. In case of delinquency, the Cardholder must pay the delinquent amount before requesting for payment in advance.
- 11.8. 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.

12. Claims and Responsibilities on Payment of Card



- 12.1. The Cardholder is responsible for checking the accuracy of the Statement's content. If the Cardholder has any question about the Credit Card payments or any occurred transactions, the Cardholder shall inform Shinhan by writing within 60 days since the date of such transaction. When it is over this period, Shinhan shall understand that the Cardholder has agreed to accept Credit Card payments and acquired transactions.
- 12.2. Shinhan may conduct an accident investigation within 5 working days from the receiving date of the claim by writing and it shall take from 45 to 100 working days for Shinhan to respond the claims.
- 12.3. The Cardholder shall take responsibility him/ herself to Credit Card transactions occurred from one of following cases:
 - (a) The Cardholder intentionally makes fraudulent use of card;
 - (b) The fraudulent use is due to the Cardholder's failure to sign his/ her card, or to the mismanagement, lending, transferring, collateral offering, illegal loans and any other similar uses of the card;
 - (c) The Cardholder delays reporting loss or theft in case the Credit Card is lost or stolen;
 - (d) The Cardholder refuses to cooperate when requested by Shinhan to do so for its investigation of damages caused by the fraudulent use of the card.
- 12.4. If the accident investigation finds the Cardholder to be responsible, Shinhan has the right to calculate interest and various fees incurred during the accident investigation period on the delayed Card Payment Amount.

13. Shinhan Points Program

- 13.1. The bonus point shall be accumulated for purchase transactions (excluding cash transactions) with the point accumulative rate that is set separately for each card product. The bonus point shall be deducted in case of cancelled the purchase transaction.
- 13.2. Shinhan point is offered to the Primary Cardholder, accumulative points of family cards are calculated for the Primary Cardholder.



- 13.3. The Primary Cardholder shall receive cash-back or deposit the corresponding amount into Primary Cardholder's VND Demand Account through exchanging bonus points at Bank' branches or by calling to Contact center 1900 1577. The minimum cash-back request is VND 15,000. Points redemption shall be the multiple of 1,000.
- 13.4. The point validity (so-called the record period) is 3 years from the month a corresponding transaction is recorded. The total points are automatically summarized monthly and all the points with their record periods exceeding 3 years shall be automatically recorded as 0.
- 13.5. If the Credit Card is expired and the Cardholder does not extend the Credit Card before the expiry date, the total accumulated points of the Cardholder shall automatically become invalid.
- 13.6. The accumulated points shall not be redeemed if the Cardholder is not in good credit standing at the time of point redemption request.

14. Insufficient Payment

- 14.1. If the Cardholder's balance in his/ her account is insufficient to make full payment or the Cardholder's Credit Card has been suspended or terminated, or if the violation of various obligations have hindered immediate payment of the Credit Card payments, the Cardholder shall pay late payment fee and late payment interest according to the Fees & Charges of Shinhan and the late payment interest calculated as the following formula from the acquiring date until the full payment is made.
- 14.2. Late payment interest = late payment amount x late charge interest rate x number of days delayed /365.
- 14.3. If the Cardholder has delayed payment as stated in Clause 14.1 or his/ her Credit Card use has exceeded the Card Limit stipulated in Clause 3.2 herein, Shinhan shall invoice the late amount and the total excess amount in the Statement on the Payment Due Date of the following month.
- 14.4. 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 Cardholder's Credit Card has been terminated according to the provisions under Article 17 or the Credit Card is expired and is not extended under Article 19;



- (b) When the Cardholder makes insufficient payments in five (05) consecutive cycles.
- 14.5. In situations as stated in Clause 14.1, at any time in working days after initial Payment Due Date, Shinhan has the right to debit from the designated payment account or any other payment accounts of the Cardholder at Shinhan (including saving accounts) or convert bonus points generated from the Cardholder to make payment for overdue amount or total outstanding balance without the Cardholder's request. In case of foreign currency accounts, the payment shall be debited after being exchanged at the designated currency rate of Shinhan at the time of debt collection.
- 14.6. As to the secured card, if the number of delinquent days exceeds 30 and the Cardholder fails to fulfill obligation to repay Credit Card overdue amount, Shinhan has the right to use the collateral of the corresponding Card to make payment for overdue amount or total outstanding balance without the Cardholder's request.
- 14.7. If additional costs such as legal expenses or a credit collecting fee arisen from Shinhan's effort in collecting overdue Credit Card debt, or if the Cardholder causes additional costs by violating the Application for Credit Card issuance and/ or this Credit Card Terms and Conditions, the Cardholder shall pay all such expenses to Shinhan.
- 14.8. In the event that the legal authorities take measures on blocking part of the Cardholder's payment account, the Cardholder shall maintain a sufficient remaining balance for Credit Card payments to Shinhan.
- 14.9. 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.

15. Reporting Credit Card Loss and Compensation

- 15.1. If the Cardholder loses the Credit Card or the Credit Card is stolen, the Cardholder shall report to Shinhan immediately by visiting the nearest branch of Shinhan or call to the Contact center 1900 1577 or using the Credit Card loss notification function in Internet Banking.



15.2. Shinhan shall be responsible only for the amount incurred by fraudulent use of the Credit Card after receiving the Cardholder's report of Credit Card loss or theft, and the Cardholder may request compensation to Shinhan by writing, excluding the cases provided in Clause 12.3 above.

16. Suspension of Credit Card Use

16.1. Shinhan may suspend the Primary and/ or Supplementary Card(s) if the Primary Cardholder submits the suspension request form. Shinhan shall also suspend the Supplementary Card if receiving the Supplementary Cardholder's request.

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 Cardholder's Credit Card due amount and personal loan at Shinhan or another financial institution;
- (b) Upon a significant worsening of the Cardholder's credit status for reasons of delinquency from a financial institution, bankruptcy or other reasons;
- (c) Where there is a possibility or risk of damages to the Cardholder due to the outside hacking into Shinhan or the Cardholder's network;
- (d) When there are significant reasons that lead to an abnormal transaction or a fraudulent Credit Card transaction;
- (e) If the entries on the Application for Credit Card issuance are found to be false;
- (f) 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;
- (g) In the event that the Cardholder violate the stipulations of the Application for Credit Card issuance and/ or this Credit Card Terms and Conditions;
- (h) In the event that the Cardholder's accumulative number of overdue days exceeds 45 days within the last 365 days;
- (i) The Cardholder who is foreigner does not update his/ her information as indicated under Clause 21.1;



(j) 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 for the following cases:
- (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 Shinhan's 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.

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 21.1;
 - 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.

19. Credit Card Renewal

- 19.1. The card's expiry date is the last day of the month printed on the card.
- 19.2. The card will not be renewed upon the Credit Card's expiry. The Credit Card can be renewed if Cardholder request for system upgrade to Shinhan. If the Credit Card is not upgraded, the



Cardholder must pay the entire remaining Credit Card balance (including installments) upon the Credit Card's expiry.

20. Provision and Use of Credit Information

- 20.1. Credit information includes personal identification information (name, ID, address, telephone number, e-mail and etc.), credit transaction information (loan, collateral, debt guarantee status, Credit Card issuance, Credit Card usage and related transactions), information on payment obligation of delinquency (overdue, bankruptcy and etc.), credit capability information (occupation, asset (property), total amount of debt and etc.), and other information comprehensively which can be used to determine Cardholder's credit.
- 20.2. The Cardholder shall agree to Shinhan's provision and utilization of the credit information acquired or created in connection with the application for Credit Card issuance, this Credit Card Terms and Conditions and Card utilization to global Shinhan Financial Group's affiliates, credit information organizations affiliated with Shinhan and other partners and affiliates that Shinhan deems appropriate.
- 20.3. The Cardholder shall agree to Shinhan's inquiry of information from credit information institution or credit bureaus (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 Shinhan's provision of credit information acquired to credit information institutions.
- 20.4. The Cardholder may request Shinhan to correct any incorrect information related to the Cardholder's credit information in Shinhan by writing. Shinhan has responsibility to check and adjust information if Shinhan acknowledges the Cardholder's request to be reasonable.

21. Notice of Changes and Authorization of Changes

- 21.1. The Cardholder shall notify Shinhan immediately of any changes to the Cardholder's information as well as any method which they want to use for communication between the Cardholder and Shinhan. Foreign Cardholder must update Shinhan with his/ her latest valid resident card/ visa



or other resident document proof at least 1 (one) month prior to the expiry date of the current resident card/ visa/ other resident document proof. 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 the Cardholder's notification.

- 21.2. Any changes made to the Credit Card Terms and Conditions, fee and interest system and Credit Card related services, Shinhan has obligation to notify such changes in a proper method decided by Shinhan within minimum 7 days from the applied date so that the Cardholder can acknowledge changes. Such changes to the terms and conditions shall be regarded as accepted if there is no objection from the Cardholder by the date that changes are applied. If Cardholder disagrees with such revision, Cardholder may terminate the Credit Card Contract and related service in accordance with Article 17. In case the Cardholder does not terminate the Credit card contract, the Cardholder shall be deemed to acknowledge and agree such revision. However, this will not applied in case of bankruptcy, natural disaster, financial environment sudden change, bank system crisis or other Force majeure arising from similar reasons.

22. Responsibility for Violations

Each party, Shinhan or the Cardholder shall be responsible for any consequence that may arise due to its/ his/ her violation of one of the Application for Credit Card issuance, this Credit Card Terms and Conditions and the faulty party shall compensate damages caused by such violation for another party if any.

23. Cardholder's Instruction

- 23.1. 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.



23.2. 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:

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;

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;

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

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.

23.3. 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.

24. 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.

25. Other conditions



- 25.1. If any clause in this Credit Card Terms and Conditions conflicts with the law, is invalid or cannot be performed, all other clauses shall retain complete validity.
- 25.2. This Credit Card Terms and Conditions shall be interpreted in accordance with and governed by the substantive laws of Vietnam and shall be written in Vietnamese and English that have the same validity. The Vietnamese version shall prevail in case that there is difference in the way of interpretation between two versions.
- 25.3. Any matters not stipulated in the Application for Credit Card issuance, this Credit Card Terms and Conditions shall follow Shinhan's regulations or generally accepted commercial practices.

TERMS AND CONDITIONS ON REVOLVING CREDIT CARD PAYMENT METHOD

This Terms and Conditions on Revolving Credit Card Payment Method is applied to Cardholders whose application has been accepted by Shinhan. This Terms and Conditions on Revolving Credit Card Payment Method is an integral part of the Credit Card Terms and Conditions.

If the Cardholder agrees to use the Revolving Credit Card Payment Method, it means that the Cardholder accepts and complies with this Terms and Conditions on Revolving Credit Card Payment Method.

1. Definitions

- 1.1. "Revolving Payment Method" shall refer to the monthly payment method of a part of Credit Card balance that follows a fixed payment rate (lower than 100%) chosen by the Cardholder according to Shinhan regulation.
- 1.2. "Revolving Payment Amount" shall refer to the card payment amount invoiced by Shinhan in accordance with the Revolving Payment Method.

2. Scope of Application

- 2.1. The Revolving Payment Method shall apply to the purchase transactions and Cash Advances used by the Cardholder both domestically and overseas. It shall not apply to converted installment transactions.



- 2.2. When the Revolving Payment Method is applied to the Cardholder, it shall be automatically applied to the accordingly Supplementary Card(s).
- 2.3. The Revolving Payment Method shall continue to apply to a re-issued card(s), additional card(s) and renewal card(s).

3. Revolving payment rate and payment method modification

- 3.1. The Cardholder shall select a fixed monthly revolving payment rate (so-called as “payment rate”) according to fixed payment rates provided by Shinhan.
- 3.2. The Cardholder can change the payment method and/ or payment rate according to Shinhan’s designated method by visiting Shinhan’s branches, or calling to Contact Center 1900 1577 for such request.
- 3.3. If the Cardholder wants to transfer from Revolving Payment Method to normal payment method (payment of 100% outstanding balance) or higher revolving payment rate, the Cardholder has to pay all credit card outstanding balance before transferring payment method. The new payment method shall be applied from the following month after the change is updated in the system.
- 3.4. When the Cardholder changes normal payment method to Revolving Payment Method, principle plus interest of existing transactions shall be transferred to revolving balance of the Cardholder in the following Payment Due Date.

4. Revolving interest

- 4.1. Revolving interest is applied when the Cardholder registers Revolving Payment Method (referring revolving interest in the Fees and Charges of Shinhan). Shinhan has the right to change revolving interest applied for the Cardholder when there is change in the Cardholder’ financial situation, credit rating or any similar reason.
- 4.2. When applying the Revolving Payment Method, revolving interest shall be applied for all goods/ services purchase transactions (excluding installment transactions) from the acquiring transaction date in Shinhan system.



- (a) If the Cardholder repays the entire value of a transaction from the Credit Card before the first Payment Due Date of the corresponding transaction, the Cardholder shall be released of its revolving interest.
 - (b) If the Cardholder does not repay the entire value of a transaction from the Credit Card before the first Payment Due Date of the corresponding transaction, the Cardholder must pay monthly revolving interest calculated on reducing balance of the corresponding transaction until it is fully paid.
- 4.3. Interest of Cash Advance transactions shall still apply its own separated way of calculating interest.

5. Calculation of Statement Amount

- 5.1. The Cardholder shall pay the Card Payment Amount including the Revolving Payment Amount plus the installment payment amount and fee (if any).
- 5.2. The Revolving Payment Amount that Shinhan invoices in the monthly statement to the Cardholder shall be the amount calculated at the registered revolving payment percentage of the sum of the revolving principle amount plus corresponding interests with details as follows:
- (a) The statement amount: $\text{Revolving amount outstanding (Revolving principal amount + Revolving interest)} \times \text{Monthly Revolving Payment Rate}$.
 - (b) The revolving principal amount: $\text{Outstanding revolving balance after the repayment of the previous month} + \text{New Credit Card transactions amount in the current month}$.
 - (c) $\text{Revolving interest} = (\text{Revolving interest of outstanding revolving balance of the previous month} + \text{Revolving interest of newly-acquired transactions in current month})$.
 - i. $\text{Revolving interest of outstanding revolving balance of the previous month} = (\text{Outstanding revolving balance after the payment of the previous month} \times \text{The number of days from the previous Payment Due Date to the current Payment Due Date} \times \text{Revolving interest rate}) \div 365$.
 - ii. $\text{Revolving interest of new revolving transactions in the current month} = \text{Total accumulated revolving interests of all new revolving transactions, in which}$



Revolving interest of each transaction = (New transaction amount x The number of days from the acquired date to the current Payment Due Date x Revolving interest rate) ÷ 365.

- 5.3. When revolving outstanding balance is less than VND 50,000,000, Shinhan will invoice the total remaining revolving balance. And when total Revolving Payment Amount invoiced in the statement is less than VND 50,000, Shinhan will invoice VND 50,000.

6. Others

- 6.1. Shinhan may change the required payment amount, operational range of the required payment, redemption method, and minimum monthly Revolving Payment Amount and revolving interest.
- 6.2. Any changes in Point 1 above or other changes in this Terms and Conditions on Revolving Credit Card Payment Method shall be informed by Shinhan within 7 days before the actual applied date so that the Cardholder can acknowledge new information. Changes are considered to be accepted if the Cardholder does not cancel the Revolving Payment Method. If the Cardholder does not agree such changes, he/ she may terminate the Revolving Payment Method.
- 6.3. If any clause of this Terms and Conditions on Revolving Credit Card Payment Method conflicts with the law, is invalid or cannot be performed, the other clauses shall retain complete validity.
- 6.4. Any matters not covered by this Terms and Conditions on Revolving Credit Card Payment Method shall follow the law, the Application for Credit Card issuance and Shinhan's Credit Card Terms and Conditions.

TERMS AND CONDITIONS ON MOBILE MESSAGE SERVICE

This Terms and Conditions on Mobile Message Service is applied to the Cardholder(s) whose application has been accepted by Shinhan. This Terms and Conditions on Mobile Message Service is integral part of the Credit Card Terms and Conditions.

If the Cardholder agrees to use the Mobile Message Service, it means that the Cardholder accepts and complies with this Terms and Conditions on Mobile Message Service.



1. Definitions

“Service” shall refer to the service of transmitting approval/ denial of the Cardholder’s transaction authorization or other transaction information from an information processing device, such as a computer to the Cardholder-designated mobile phone device, using the data communication function of the mobile phone short message service (SMS) provided by mobile telecom companies.

2. Service contents

- 2.1. Shinhan shall provide the Cardholder with the following information:
 - (a) Approvals/ denials details of 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.
- 2.2. Shinhan may provide the Cardholder with additional information other than what is stated in the Clause 2.1 aforementioned; however, advertising information is only sent upon the Cardholder’s acceptance.
- 2.3. Shinhan shall make the service available 24 hours a day all year round unless there is an extraordinary situation or unless Shinhan and the relevant mobile telecom provider are obliged to overhaul the system.

3. Service fee and billing

- 3.1. By using the SMS service, the Cardholder must pay monthly using fee (referring this fee in Shinhan’s Fees and Charges on website shinhan.com.vn) on the registered Payment Due Date.
- 3.2. The service fee may be changed or suspended depending on Shinhan’s general policies or its branches’ particular policies. Shinhan shall inform any changes as mentioned in a proper method to the Cardholder 7 days in advance. If the Cardholder does not agree with such change, he or she can terminate the Service.



However, this shall not apply to changes under each branch's particular policies, or in cases of bankruptcy, natural calamity, sudden changes in the financial environment, a business crisis at Shinhan or other inevitable changes arising for other similar reasons.

4. Bank's obligations

- 4.1. Shinhan shall do its best to make the service available for the Cardholder from the day on which the service application is accepted by Shinhan unless there is otherwise stipulation.
- 4.2. Shinhan shall continue to provide the service stably in accordance with this Terms and Conditions on Mobile Message Service.
- 4.3. In the event of service interruption, Shinhan shall do its best to repair it as promptly as possible.

5. Cardholder's obligations

- 5.1. The Cardholder is responsible for providing Shinhan with accurate personal information as requested by Shinhan for optimal usage of the service. Such information will be provided to and used by the outside service providing company and the mobile telecom provider for purposes related to the service. The responsibility not to reveal, provide and use the Cardholder information for purposes that are not related to this service shall be regulated strictly in mutual contracts between Shinhan and aforementioned service company and provider.
- 5.2. The Cardholder shall inform Shinhan of a change in (or cancellation of) the number of his/ her mobile phone or wireless telecom device by which he/ she receives 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.
- 5.3. The Cardholder shall keep his/ her mobile telecom device turned on for continuance of the service.
- 5.4. If the Cardholder is unable to receive message due to a problem with the software of his/ her mobile telecom handset, the Cardholder shall have the mobile telecom provider upgrade/ repair the software.



6. Limiting Service Use

When one of the following is applicable, Shinhan may put limit on, or cancel or reject the Cardholder's use of the service or a new Cardholder application.

- (a) When it is judged the Cardholder or an application has a credit problem or when the Cardholder's transactions are suspended by Shinhan;
- (b) When the Cardholder is found to be in violation of the application for Credit Card issuance, Credit Card Terms and Conditions and this Terms and Conditions on Mobile Message Service;
- (c) When the system facility does not have sufficient room for the service or there is a technical/ legal problem;
- (d) When the applicant is company or corporation and is not qualified for the service;
- (e) When it is feared that the Cardholder may suffer loss or damage due to the hacking of Shinhan's or the outside service providing company's system;
- (f) When the Cardholder registers to terminate the use of the service in accordance with Shinhan's process and the service termination shall be effective from the registration date.