



**中国工商银行**

INDUSTRIAL AND COMMERCIAL BANK OF CHINA

**TERMS AND CONDITIONS ABOUT ISSUANCE AND USE OF CREDIT CARD  
OF INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED -  
HANOI CITY BRANCH**

Number: as of (date)

The Terms and Conditions about Issuance and Use of Credit Card (referred to as “Terms and Conditions”) of Industrial and Commercial Bank of China Limited Hanoi City Branch together with the Credit Card Issuance Form which the Customer have signed makes a complete Credit Card Opening and Usage Contract (referred to as the Contract) between the Customer and Industrial and Commercial Bank of China Limited Hanoi City Branch.

By signing the Credit Card Issuance Form, the Customer has agreed to comply with the Terms and Conditions by Industrial and Commercial Bank of China Limited Hanoi City Branch.

Any later on amendment, supplement or replacement documents of Terms and Conditions will be officially announced on the official website at [www.icbc.com.vn](http://www.icbc.com.vn).

Except as specifically indicated, if there is any conflict between the Terms and Conditions and other regulations relating to credit cards of Industrial and Commercial Bank of China - Hanoi City Branch, these Terms and Conditions shall prevail.

**Article 1. Terminology explanation**

In these Terms and Conditions, the terms and abbreviations below are construed as follows:

1. “The Bank”, “Card issuer” are Industrial and Commercial Bank of China – Hanoi City Branch, whose head office is located at 3rd Floor, No. 360 Kim Ma, Kim Ma Ward, Ba Dinh District, Hanoi, Vietnam
2. "State Bank " (SBV) means the State Bank of Vietnam

3. "International card organization" is an organization established in a foreign country in accordance with the foreign law, having an agreement with the card issuer, acquirer and other relevant parties to cooperate in issuance and pay for cards with the card issuer code issued by international card organization in accordance with Vietnamese regulations and international commitments.
4. "Card Settlement Organization" (the acquirer) means a credit institution or bank branch that can make card payments according to the State Bank's regulations.
5. "Card Merchant" (Merchant) is an organization or individual that accepts to pay for goods and services by card under the card payment contract signed with the acquirer.
6. "Personal international credit card" (Card) means a personal international credit card issued by the bank to the Cardholder to perform card transactions permitted by the State Bank.
7. "Cardholder" is an individual that is allowed to use the card issued by the Bank. Personal cardholders include primary and supplementary cardholders.
8. "Primary Cardholder" means an individual who has the signed his/her name in the agreement on the use of Card with the Bank, and is obliged to comply with the terms and conditions of the signed Terms and Conditions. The Primary Cardholder bears all obligations arising in connection with the use of the Supplementary Cards by the Supplementary Cardholders.
9. "Supplementary Cardholder" is an individual who is allowed to use the card by the Primary Cardholder according to the agreement signed with the Bank.
10. "Credit Limit" is the maximum amount that the Bank grants the Cardholder to use in a specified period of time.
11. "Transaction limit" is the maximum amount that the Cardholder is allowed to use based on the type of transaction, the amount, the number of times and dates specified by the Bank at different times.

12. “Card usage period” is the period that the Cardholder is allowed to use the card according to the Bank's regulations, normally it will be embossed on one side of the card.
13. “Minimum payment amount” is the minimum amount that the Cardholder must be responsible for paying according to the Bank's regulations.
14. “Statement” is a detailed list of arising transactions including but not limited to expenses, refunds, cash withdrawals, interest charges incurred, debt repayments, minimum payments, etc. within a certain period of time as stipulated by the bank. Statement is sent by the bank to the Cardholder every month.
15. “Statement Balance” is the amount listed in the Statement that the Cardholder must pay to the Bank
16. “Statement date” is the date that the Bank makes statement to send the Cardholder and is regulated by the Bank.
17. “Payment Due Date” is the last day on which the Cardholder is responsible for paying the Minimum Payment Amount or the entire Statement Balance.
18. "Collateral" is the property legally owned by the Cardholder or a third party including but not limited to deposits, valuable papers or other assets that meet the Bank's regulations, accepted by the bank as collateral for the issuance and use of the Card.
19. "Late payment fee" is an amount payable by the Cardholder to the Bank for not paying the minimum payment within the specified time.
20. “Over limit fee” means an amount of money that the Cardholder must pay to the Bank when the Cardholder uses exceeding the Credit limit issued by the Bank.
21. “Interest” means an amount of money that the Cardholder must pay the Bank when the Cardholder uses the Card to withdraw cash, or / and on the Due Date, the Cardholder fails to pay or only partially pay the Statement Balance.

22. “Terms and Conditions about Issuance and Use of Credit Card” mean the content of this Terms and Conditions and other amendments and supplements (if any).

23. "Card transaction" means the use of a card to top up, withdraw cash, pay for goods and services and use other services provided by banks and acquirers.

24. "Fake Card" is not issued by the card issuer but contains information of the real Card and the real Cardholder.

If any terms in these Terms and Conditions are not explained, they will be based on the definition in Circular No. 19/2016/TT-NHNN dated June 30, 2016 of the SBV and its amendments of changing, supplementing or replacing later to perform.

## Article 2. Conditions and procedures to apply for Card issuance

1. For Primary Cardholders: Persons aged from the full 18 years old to 65 years old with full civil act capacity as prescribed by law are allowed to use credit card. Persons aged 65 years old or older must be approved as VIP customers or customer with collateral.

2. For Supplementary Cardholder who use the card as appointed by the Primary Cardholder:

a. Supplementary card holder is a person aged full 18 years or older with full civil act capacity as prescribed by law and having a relationship with the primary cardholder such as wife, husband, father, mother or biological child.

b. Supplementary card holder is a person who is full 15 years or older and less than 18 years old who does not lose or has limited capacity of civil acts with written consent of his/her legal representative through his signature on “Application Proposal for credit card issuance ”regarding the use of card, and this person must have a relationship with primary card holder as biological child.

3. In case the Primary Cardholder or Supplementary Cardholder is a foreigner, he/she must be allowed to reside in Vietnam for a period of 12 months or more.

4. The individual applying for the Card should fill in accurately, completely and honestly the "Application for issuance of a credit card" at the request of the bank, and provide relevant registration documents as required by the Bank and sign the Terms and Conditions. The Bank has the right to decide whether or not to issue the Card to the customer.

5. When the individual applying for the Card, there should be a bank staff working as a contact person.

### Article 3. Use and management of the Card

1. After the Cardholder receives the Card, it is necessary to promptly activate the Card and sign at the signature position on the back side, and at the same time use the Card according to the specified signature, if not complying, the Cardholder will be solely responsible for liability for related losses caused by such non-compliance.

2. The Cardholder is responsible for the Card management, the security of the PIN/information on the card number, transaction information and other confidential information of the Card. The Cardholder is not allowed to transfer or give the card to others to use nor disclose the card information to anyone.

3. Transactions including but not limited to consumption transactions, domestic and international cash withdrawals of the Cardholder must comply with the provisions of Vietnamese law and relevant regulations of banks, acquirers and merchants.

4. In case the Cardholder lose the card, he/she needs to immediately carry out the procedure to report the loss to the bank, the loss notification will take effect immediately after it is approved by the bank in the forms including but not limited to written notice sent to the Cardholder who comes to the Transaction office to report the loss of the card or verbal notification to the customer who calls the bank's hotline to report the loss of the card. If the customer has reported the loss of the card but he/she does not receive the approval of the bank, all risks are solely responsible by the Cardholder and the Bank will not bear any responsibility and compensate for any loss (if any) caused by the card loss notification which the Bank does not approve. After the card loss notice is effective, the Cardholder will not be responsible for any

Card transactions arising after that (except for transactions that the Cardholder registers to automatically deduct on a monthly basis), unless the cardholder colludes with another to deceive or otherwise commit fraud to such transaction. Losses incurred to the Cardholder prior to the effective loss notice shall be solely responsible by the Cardholder.

#### Article 4. Provisions for calculating interest and fees

(1) The Cardholder is not entitled to the interest-free payment period if he uses the Card to withdraw cash, and at the same time, needs to pay interest for the cash withdrawal applying the rate of 0.06% per day starting from the post date of the transaction until the day right before the refund date;

(2) After the Due Date, if the Cardholder does not make payment or does not pay in full the Minimum Payment Amount, he/she will be subject to a penalty of 5% of the unpaid portion of the Minimum Payment Amount.

(3) In the process of using the Card, if the Cardholder exceeds the credit limit approved by the Bank and does not immediately pay for the excess within the day (ie the post date for such transaction amount), he/she has to pay an over limit fee of 5% of the over limit.

(4) The bank only charges interest for transactions which do not meet the conditions for interest-free payment, period starting from the post date of the transaction until the day right before the date of payment. The Bank has the right to calculate the gross interest by month and debit the amount to the Cardholder's account.

(5) The deposit in credit card account accrues no interest.

(6) If the bank has any changes to the Regulations on calculating interest and fees, the bank will notify such change through its official website at [www.icbc.com.vn](http://www.icbc.com.vn). Within 10 days from the day on which the Bank publishes the changes in the Regulations on calculating interest and fees at its official website, if the Cardholder does not give a written response within the above mentioned time limit, the Cardholder shall be considered to agree with all such amendment content.

#### Article 5. Rights and obligations of the Cardholder

##### 1. Cardholder's rights

- a. Use the card to pay for goods and services, deposit, top up and withdraw cash according to the regulations of the bank.
- b. Use the card to perform transactions in accordance with the granted credit limit.
- c. Have the right to require the bank to reissue the card, PIN or other related requirements as prescribed by the bank.
- d. Have the right to request investigation and complaint about errors or suspicion of errors in card transactions (if any) arising during the card usage in accordance with the law.
- e. To participate in promotions and incentives according to the Bank's regulations.
- f. Other rights as regulated by law.

## 2. Obligations of the Cardholder

- a. Provide fully and accurately documents and necessary information as required by the bank in the process of card issuance approval and card usage.
- b. Use the Card for legal purposes and use the Card in accordance with the regulations of the State Bank of Vietnam, the Bank, the acquirer, and the international card organization. The Cardholder takes responsibilities before the law for the improper use of the Card.
- c. Be fully responsible and risk (incurred) related to transactions made via Internet or Mobile channels.
- d. Be responsible for all risks and losses arising before the effective date of the card loss notification in case the card is lost / stolen.
- e. Be responsible for notifying the bank the information provided/registered with the bank when such information changes.
- f. Be responsible for resolving disputes with Merchants about matters related to transactions without delaying the payment for the above dispute transactions with the bank.
- g. Be responsible for paying the bank fully and on time for card transactions, interest and fees arising in the period even in case the statement is received, not received or delayed.
- h. Be responsible for checking the accuracy of the Statement. In case of any question about any transaction listed in the Statement, the cardholder should immediately contact the bank through the channels accepted by the bank. In case the Cardholder would like to carry out the

complaint verification procedure, the Cardholder must be responsible for providing the documents required by the Bank to perform the above procedure.

- i. Do not reuse the Card that has been informed to the Bank that it is stolen or lost.
- j. Be responsible to the Bank for the use and payment by the Supplementary Cardholder.
- k. Preserve the Card, PIN, OTP and other information of the Card. Do not lend the card / PIN or reveal the PIN or OTP to others. If any of the above cases arise, the Cardholder shall be responsible for all risks and losses incurred (if any).
- l. Withdrawals from the Card are not allowed via POS machine. If performing the above services, the Cardholder shall take full responsibilities before the law (if any).

#### Article 6. Rights and obligations of the bank

##### 1. Rights of the bank

- a. The Bank has the right to request the Cardholder to provide and supplement documents and information which is necessary for the Bank to issue the Card or during the Card usage, at the same time the Cardholder must ensure the accuracy of the documents provided to the Bank, otherwise the Cardholder shall bear full responsibility for risks, losses or liabilities (if any).
- b. The Bank has the right to adjust the Card's credit limit or request the Cardholder to provide Guarantee collaterals according to the Cardholder's transactions, payment records, changes in financial information or sudden fraudulent risks.
- c. To be exempt from liability in case of system failures or for any reason beyond the control of the bank.
- d. The Bank has the right to request the Cardholder to fully and punctually pay the payable amounts listed in the Statement.
- e. The Bank has the right to prescribe the payment limit, cash withdrawal limit inside and outside Vietnam and other limits of the Card for the Cardholder, and has the right to change the above information at any time without prior notice to the Cardholder.
- f. The Bank is not be responsible in any case in which the Card is rejected by the Merchant.
- g. The Bank has the right to provide all information of the Cardholder to competent authorities upon request without notice to the Cardholder.



- h. The Bank has the right to record include, but not limited to, any complaints, inquiries or any verbal communication between the Bank and the Cardholder.
- i. The Bank has the right to actively increase or decrease the Credit limit of the Cardholder without the Cardholder's consent. Before making the increase or decrease in credit limit of the Card at least 2 working days, it is required to notify the Cardholder of the increase or decrease in credit limit.
- j. In case the Cardholder has not paid the debt within the specified payment period regulated by the Bank, the bank can themselves request or authorize a third party to request the Cardholder to fulfill the payment obligations committed by the Cardholder in accordance with the Terms and Conditions through methods such as mailing, texting, e-mail, phone, home visits, notices or through courts. If, after taking measures to request the Cardholder to make payment, the Cardholder still delays paying the debt, the Cardholder shall fully agree that the Bank can choose to apply or concurrently apply the following measures: Stop all Card transactions of the Cardholder; Directly deduct the Cardholder's money from any bank account; Request the guarantor to perform the guarantee obligation;
- k. The Bank has the right to investigate, store and use privately the personal information, assets and financial situation of the registrant through relevant departments, units, organizations and individuals, based on the financial information of the registrant to determine whether it is necessary to request to provide a guarantee or not, at the same time based on the financial information situation and the registration documents of the registrant to determine whether to approve to issue the card or not as well as the type of the card issued, credit limit. After the bank accepts the registration, whether it approves the card registration or not, the registration form and related documents will not be returned.
- l. If the cardholder is a person of Chinese nationality, the bank has the right to report information relating to the cardholder including but not limited to personal information, credit history during the card usage at the bank to the supervising management department, the management department of the Bank's Head Office in China, the Supervisory Authority under

the Head Office and the Credit Center of the People's Bank of China or an equivalent authority.

## 2. Obligations of the Bank

- a. Comply with the regulations on card issuance and payment of the State Bank of Vietnam and the international card organization.
- b. Be obliged to provide the Cardholder with information about the account balance, transaction history and other necessary information.
- c. Ensure the confidentiality of information relating to the Cardholder in accordance with the laws of Vietnam.
- d. Be responsible for locking the card upon receiving the Cardholder's request via hotline or when the Cardholder comes to the transaction counter.
- e. The Bank will process the mortgage lien release of the collateral (if any) after at least 40 days from the date the Cardholder completes all obligations of paying by the collateral to the Bank and requests to terminate the Card usage.
- f. Other responsibilities in accordance with the law.

## Article 7. Deal with Cardholder's complaints and inquiries

1. The Bank shall be responsible for receiving and processing the Cardholder's inquiries and complaints related to the card usage.
2. The time limit for the bank to respond to the Cardholder's complaints is 90 days from the date the Bank receives the Cardholder's written complaint. In case the processing time to deal with such complaints and inquiries as agreed in the Terms and Conditions of Use of this Credit Card has expired but nothing related to the cause or fault is confirmed, the Bank shall contact with the Cardholder for further negotiation within 15 working days.
3. The Cardholder can send his/her complaints and inquiries related to the transactions with errors or suspected errors through the following methods:
  - 3.1. Go to transaction office of the bank to carry out complaint and inquiry procedures
  - 3.2 Call the bank's hotline:

- a. Business hours from Monday to Friday 024-62699830 / 024-62699818 (Vietnamese, Chinese)
- b. Hotline 24/7: 18008020 (English, Chinese).

In case the Cardholder performs the procedure of complaints and inquiries via the Bank's hotline, the Cardholder is responsible for providing related documents to request the procedure of complaints and inquiries in the form as required by the Bank as well as other documents that the Bank request within 03 working days since the Bank receives the Cardholder's complaint so that the Bank has a basis to process the Cardholder's request in the most accurate way.

4. In case the Bank, Cardholder and related parties can not reach an agreement and / or disagree with the processing to deal with such complaints and inquiries, the dispute resolution shall be implemented in accordance with the provisions of law.

Article 8. Regulations on temporary locking, reissuance, confiscation or invalidation of the Card and refund of the unutilised Card

1. The Bank has the right to confiscate, lock, temporarily lock or deactivate the Cardholder's Card in the following cases without notice to the Cardholder:

- a. After the Due Date, the Cardholder fails to pay or fully pay the Minimum Payment required by the Bank.
- b. The card is used illegally.
- c. At the request of competent authorities.
- d. When the bank detects that the cardholder has provided false information.
- e. The Cardholder violates the provisions of these Terms and Conditions.
- f. Cardholder dies
- g. Card holder has behavior related to performing fake or fraudulent transactions
- h. The cardholder violates the regulations relating to the payment of debts with any other credit institution.
- i. In any case, when the Bank reviews and evaluates that the Cardholder's use of the Card is risky to the Bank.

j. The Bank suspects that the Cardholder has performed transactions including but not limited to suspicious transactions, illegal transactions, illegal gambling transactions.

k. In case the Bank assesses that the Cardholder is not able to pay on time or in full the debt.

1. The Cardholder carries out the prohibited acts specified in Article 9 of these Terms and Conditions.

2. When the Cardholder loses the card or the card is damaged, the Cardholder may request the Bank to issue a new card to the Cardholder

3. The Cardholder goes to the transaction counter of the bank to request to stop using and cancel the card.

4. In case the Card still has the unutilised amount, it will be handled as follows:

4.1 For valid Card: Cardholder can withdraw the unutilised amount via the following methods:

a. Cash withdrawal at ATMs

b. At Transaction Office of the Bank

4.2 For the Card is expired, locked, temporarily locked or confiscated:

Cardholder can go to Transaction office of the bank to withdraw unutilised amount. Within at least 30-45 working days, the bank will process and refund the unutilised amount to the Cardholder according to the agreed method.

Article 9. To refuse to process a card transaction in the following cases:

1) The remaining balance or overdraft limit (if any) of the Card is not enough to cover the payment.

2) The Cardholder violates the Bank's regulations in the agreements between the Cardholder and the Bank whereby the card is refused to process the related transactions.

3) The card has been reported lost by the cardholder.

4) The card has expired.

5) The card is locked or temporarily locked.

6) The Cardholder uses the Card to perform prohibited acts in accordance with Clause 10 Prohibited acts in these Terms and Conditions.

Article 10. Prohibited acts

1. Making, using, transferring and circulating fake cards.
2. Making, organizing or creating conditions for other people to perform acts of fraudulent or counterfeit card transactions; fake payment transactions at Merchants (which means there does not arise the purchase, sale of goods and provision of services).
3. Stealing, colluding to steal card information; disclosing and providing information about the Card, Cardholder and Card Transaction in contravention of the law.
4. Infiltrating or attempting to illegally access, destroy the program or database of the system of issuing, paying cards, switching cards, clearing electronic card transactions.
5. Using cards to perform transactions for the purposes of money laundering, terrorism financing, fraud and other illegal acts.
6. Buying, selling, renting, leasing the card or card information, applying to open card on behalf of another person.

#### Article 11. Force majeure event

- 1 Force majeure events are events that happen objectively, can not be foreseen, can not be prevented and can not be overcome, even though all necessary measures have been applied that ability allows.
2. Cases which are considered force majeure include but are limited to: earthquake, flood, drought, fire, epidemic, disaster, natural disaster, war, terrorism, strike, bankruptcy, ... or unforeseen events and there is no obligation to foresee, which may result to inability to continue performance or which may seriously affect the validity of these Terms and Conditions.
3. In case the force majeure event causes loss or damage to the bank, and prevents the bank from performing its obligations to the Cardholder, the bank does not need to notify the Cardholder and the bank is exempt from liability for non-performing partly or fully the obligations committed by the Bank to the Cardholder.

#### Article 12. Cardholder's commitments

1. Cardholder confirms that the above information is true and is fully responsible for the information provided to the Bank.

2. Cardholder agrees that the Bank has the right to change the content of “International credit card fee schedule” and the Bank will notify the Cardholder on the Bank's official website at [www.icbc.com.vn](http://www.icbc.com.vn).

3. Cardholder agrees to receive advertising information about all products, services, programs and activities of the Bank via email or/and text message via phone number that Cardholder has registered with the Bank or/and through other channels and agree to participate in related promotions held by the Bank.

4. Cardholder agrees with the Bank to use and provide information including but not limited to credit information, personal information of the Cardholder at the Bank for organizations providing credit information products or at the request of the competent person / authority in accordance with the law.

#### Article 13. Governing law, dispute settlement

1. These Terms and Conditions are governed by the laws of the Socialist Republic of Vietnam and relevant regulations of the State Bank, the Bank, and International card organization.

2. If there is any dispute arising or related to these Terms and Conditions, the Cardholder and the Bank shall firstly resolve through negotiation process. In case the the negotiation fails after 30 days from the date the dispute arises, the parties have the right to bring the dispute to a competent court in Vietnam where the bank is headquartered for settling the disputes. All costs incurred including but not limited to proceedings, attorneys' fees, etc., are paid by the Cardholder.

#### Article 14. Amendment and Supplement Terms

1. The Bank has the right to amend and supplement the Terms and Conditions from time to time that the Bank deems appropriate.

2. Amended and supplemented contents of the Terms and Conditions will be announced on the Bank's official website at [www.icbc.com.vn](http://www.icbc.com.vn).

3. Within 10 days from the date the Bank publishes the changed information on the official website, if the Cardholder does not give a written response within the above mentioned time limit, the Cardholder is deemed to have approved entirety modified content.

4. Terms and Conditions are in Vietnamese, Chinese and English. In case of discrepancy between the three language versions, the Vietnamese version shall prevail.

15. The Effect

1. The terms and conditions of this “Terms and Conditions” take effect and shall be applied to the Customer since the date Credit Card Issuance Form is approved by the Bank until the Customer has fulfilled all the responsibilities as stated in the Credit Card Issuance Form, this “Terms and Conditions” and the relevant legal documents and regulations.

2. The Customer confirms that he/she has read, understood and shall comply with the terms and conditions in this “Terms and Conditions”, other provisions of the Bank that are related to this Service (if any) and relevant laws and regulations of Vietnam.

Day... month... Year

Primary card holder

(sign and write full name)