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**Terms and conditions for credit card installment payment  
program of Industrial and Commercial Bank of China  
Limited - Hanoi City Branch**

**Article 1. Interpretation of terms**

The following terms are construed in this document as follows:

"Hanoi Branch" refers to Industrial and Commercial Bank of China Limited - Hanoi City Branch.

"Cardholder" refers to an individual who applies for a credit card issued at Hanoi branch and obtains the branch's approval. Individual cardholder include primary cardholder and supplementary cardholder.

"Available limit" refers to the credit card limit that is currently available to spend.

"Interest-free payment period" is a period of time calculated from the start date of the bank statement period to the due date (inclusive), during which no interest will be charged on the overdraft transactions, except for cash withdrawal and overdraft transfer.

"Repayment date" refers to the date on which the cardholder repays his/her debt to Hanoi branch. During the implementation process, if any adjustments are made, the notification of changes issued by Hanoi branch shall prevail.

"Individual credit card (hereinafter referred to as credit card)" is issued by Hanoi branch who shall, in the mean time, grant a certain credit

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limit to the Cardholder. Cardholder can make purchases like deposit and withdrawal, for consumption purposes etc...beforehand within the card available limit and pay the amount later.

"Installment payment" refers to the business in which a Cardholder repay the overdraft principal in equal installments using a method approved by Hanoi branch.

"Credit card SMS installment payment" refers to the business in which customers can process installment payments through the SMS channel developed by Hanoi branch.

## **Article 2. Rights and Responsibilities of the Cardholder**

### **(1) Rights of the Cardholder**

1. Cardholder has the right to use installment payment service in accordance with the relevant regulations Hanoi branch

2. Cardholder has the right to know the relevant regulations and charging standards for installment payments.

3. Other rights as stated in the "Terms and Conditions about Issuance and Use of Credit Card of Industrial and Commercial Bank of China Limited Hanoi City Branch" and all related amendments or supplements (if any) and all related amendments or supplements (if any) issued by Hanoi Branch on its official website.

### **(2) Responsibilities of the Cardholder**

1. Cardholder shall bear all the responsibilities and fees incurred during the process of handling the installment payment and repay the

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arrears within the repayment period in accordance with Article 5, paragraph 2 of this document.

2. Cardholder shall provide Hanoi branch with true and valid information, and accept that the card issuer may provide relevant information to related supervisory authorities in accordance with the regulations of ICBC - Hanoi..

3. Cardholder shall fulfill all other obligations as stated in the "Terms and Conditions about Issuance and Use of Credit Card of Industrial and Commercial Bank of China Limited Hanoi City Branch" and all related amendments or supplements (if any) issued by Hanoi Branch on its official website.

### **Article 3. Rights and Responsibilities of Hanoi Branch**

#### **(1) Rights of Hanoi Branch**

1. If any of the following events occur to the Cardholder, Hanoi Branch has the right to terminate its installment program without being obliged to notify the Cardholder or related parties. All outstanding installment loans, including the balance of installment payments, interest and the handling fee will be added at one time, which means the Cardholder shall no longer enjoy the benefits of the installment program:

1.1. The credit card loan is overdue for 60 days or more (including the 60th day);

1.2. Cardholder is proven to use counterfeit or fake materials to apply for a credit card;

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1.3. The Cardholder is declared missing, deceased or has been the subject under coercive measures taken by the judicial authority;

1.4. The Cardholder has applied for or has been declared bankrupt;

1.5. Poor credit history at other financial institutions.

2. If the cardholder is a person of Chinese nationality, Hanoi branch has the right to report information relating to the cardholder including but not limited to personal information, credit history during the card usage at Hanoi branch 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.

3. Hanoi branch is subjected to other rights as stated in the "Terms and Conditions about Issuance and Use of Credit Card of Industrial and Commercial Bank of China Limited Hanoi City Branch" and all related amendments or supplements (if any) issued by Hanoi Branch on its official website.

## **(2) Responsibilities of Hanoi Branch**

1. Hanoi branch shall provide Cardholder with relevant service channels to register for installment payment services.

2. Hanoi branch shall set up a service hotline to provide Cardholder with installment business consultation, complaint handling and other services.

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3. If the Cardholder's use of the card is blocked due to any problems of power supply, communication, system failure, etc., Hanoi branch shall assist the Cardholder to solve the problem or provide necessary assistance appropriately.

4. Hanoi branch shall fulfill all other obligations as stated in the "Terms and Conditions about Issuance and Use of Credit Card of Industrial and Commercial Bank of China Limited Hanoi City Branch" and all related amendments or supplements (if any) issued by Hanoi Branch on its official website.

#### **Article 4 Terms of Application**

##### **1. Basic application conditions**

1.1. Cardholder is a customer who is holding credit card issued by Hanoi branch.

1.2. The status of the card and the account used for installment payment must be normal with no overdue payment.

1.3. The available limit of the credit card account should be greater than or equal to the installment handling fee.

1.4. The minimum value of transaction required to apply for the installment payment is VND 2,000,000.00 equivalent and the maximum value must not exceed VND 100,000,000.00 equivalent.

2. The available installment period are 3, 6, 9, and 12 months.

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3. The total installment payment will be deducted from the available balance. After each deduction, the repayment amount shall be converted back to the available balance.

4. During the processing of the installment payment, in case of loss or other reasons that requires the Cardholder to replace the card, causing a change in the the card number, the original account can still be used to continue the payment, while the installment payment query and adjustment can be processed through the new card number.

5. In case of goods return, the installment payment shall only allow full value repayment of the goods .

6. Normally, a Cardholder can process multiple installment plans for multiple transactions.

7. Installment payment service application channels: Cardholder can apply for installment payment through Hanoi branch's counter, online banking, mobile banking, SMS etc.

8. Cardholder must apply for the installment application within the interest-free payment period. In case the Cardholder apply for more than one installment payments , the Cardholder must process each transaction one by one based on its original consumption amount, the value of each installment payment shall not exceed the total value of the original transaction.

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9. Installment payment service is only applicable to daily consumption transactions and cannot be applied to transfer, cash withdrawal transactions, interest payment etc....

**Article 5. Regulations on installment payment handling fees**

1. The installment handling fee ranges are currently set at 1.5% for 3 months installment, 3% for 6 months installment, 4.5% for 9 months installment, and 6% for 12 months installment. During the implementation process, if there is any adjustment, the latest handling fee ranges issued by the Hanoi branch shall prevail.

2. The installment payment's first deduction date is the day after the installment payment application is processed, that day remains the deduction date for every subsequent months. For months that differ in the number of days, if the first deduction date falls on the last days of the months with more days, the deduction date of the next month with fewer days shall be set at the last day of that month.

After the monthly deductions of each installment are accounted for, the rules of calculating remaining balance, interest, over-limit fees, overdue fine shall be the same as other ordinary consumption transactions.

3. The handling fee shall be charged in a lump-sum amount, which means the full amount of such fee shall be charged all at once in the first installment.

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4. When the installment payment is made in advance, the previous handling fee that has been collected shall not be refunded.

5. In case of good return, if the installment payment has not been fully deducted from the Cardholder's credit card account, the handling fee shall be refunded to the Cardholder; if the installment payment has been fully deducted from the Cardholder's credit card account, such fee shall not be refunded to the Cardholder.

6. Under normal circumstances, installment period shall not be extended.

#### **Article 6. Other remarks**

##### 1. Advance payment

Advance payment means that the Cardholder pays the undue installment balance before the maturity date of such installment period.

1.1. Advance payment is not allowed on the day when the installment service is processed.

1.2. Cardholder can make advance payment for full or part of the installment balance. In case the Cardholder make advance payment for part of the installment balance, this shall only decrease the number of installment periods and not affect the monthly installment amount (including the current month's installment amount), any other charges resulted from such action shall be deducted in the last installment.

##### 2. Cancellation of installment payment

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If the Cardholder applies to cancel the approved installment payment due to any personal reasons, he/she shall have to make advance payment in accordance with Clause 1 Article 6 of this document, and shall not be allowed to cancel his/her installment service.

3. If the Cardholder applies to cancel the account (the card cancellation), all outstanding installment loans, including installment balance, interest and handling fees shall be accounted all at once.

4. Other remarks in relation with the credit card SMS installment payment business developed by Hanoi Branch:

4.1. To apply for transaction installment, the Cardholder must do it before the deadline specified in the invitation text message sent by Hanoi branch. If the deadline is exceeded but still within the interest-free payment period, the Cardholder can apply through other channels such as Hanoi branch's transaction offices, online banking and mobile banking.

4.2. In order to reduce risk, the installment payment SMS invitation is only applicable to the primary Cardholder, which means there shall be no installment SMS invitation sent to the supplementary Cardholder.

4.3. When applying for installment, after clicking the H5 link in the installment invitation text message, Cardholder could select partial installment, in this case, after the transaction is settled, the actual installment amount shall be calculated according to the lower value between the amount Cardholder previously selected and the official accounted amount. If the customer does not select the installment amount

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means the full installment is selected by default, after the transaction amount is accounted, the actual installment amount shall be calculated according to the official accounted amount.

4.4. The short-term installment SMS shall only be sent to the customers' latest contact phone number as registered at Hanoi branch. If the customer changes the phone number, please kindly update the information in accordance with our branch's regulations.

5. In case Cardholder need further information regarding credit card installment payment service, please kindly contact with our branch's hotline as follows:

For daily contact: 024-6269-9830 or 024-6269-9818 or 024-6269-9805  
(Speak in Chinese-Vietnamese, during working days)

24/7 hotline: 18008020 (Speak in Chinese- English, 24/7 service)

#### **Article 7. Supplementary Provisions**

1. Hanoi branch is responsible for the issue and modification of the document's terms and conditions. If Hanoi branch revises these terms and conditions, there shall be announcement through our transaction offices in Vietnam or on official website; the revised terms and conditions shall take effect 10 days after the announcement. During the announcement period, the Cardholder can choose to continue or cancel the installment payment service. If the Cardholder decides to cancel the installment payment service due to any changes in the terms and conditions, he/she can make advance payment in accordance with the terms and conditions.

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At the expiration of the announcement period, if the Cardholder do not provide feedback through the hotline as specified in these terms and conditions, it shall be deemed that he/she has agreed with the newly revised terms and conditions.

2. Any matters which are not stated specifically in these terms and conditions shall have to comply with Vietnamese's relevant laws and regulations.

3. These terms and conditions are in Vietnamese, Chinese and English. In case of any conflict, the Vietnamese version shall prevail.

4. These terms and conditions shall take effect from the date that the Cardholder agrees to apply such regulations and are valid until the Cardholder has completed all relevant obligations as stated in these terms and conditions.

Cardholder (signed)