



## TERMS AND CONDITIONS FOR ISSUING AND USING CARDS AT WOORI BANK VIETNAM

### *WHEREAS*

(A) Customer is in demand for using domestic Debit cards or international Debit cards or international Credit cards in Vietnam and submits relevant applications and agreements for issuing and using card to Woori Bank Vietnam.

(B) Woori Bank Vietnam agrees to provide services of the domestic Debit cards or the international Debit cards or the international Credit cards to customers.

**AFTER DISCUSSING**, the customer hereby understands and agrees with this Terms and conditions of issuing and using card at Woori Bank Vietnam (Hereinafter referred to as the “**Terms and conditions**”) with articles as follows:

### **ARTICLE 1: INTERPRETATION**

Terminologies in this Terms and conditions is defined as below. Besides, depending on the context and in line with the Bank’s corresponding card products, the following terminologies will be understood and interpreted accordingly to the applicable situations and corresponding card products.

**1.1. “Account”**: means demand deposit account (in case of Debit card) and/or credit account (in case of Credit card) opened and assigned by the Cardholder with the Bank through which card transactions are settled.

**1.2. “The Bank”**: means Woori Bank Vietnam.

**1.3. “Card”**: means domestic Debit cards or international Debit cards or international Credit cards issued by the Bank at the request of the Cardholder for use in connection with card facilities provided by the Bank.

**1.4. “Cardholder”**: means an individual or organization provided with the card by the Bank for using according to Application and Agreement for issuing and using card along with other required documents as stipulated to the Bank’s regulations. Cardholder includes Primary Cardholder and Supplementary Cardholder.

**1.5. “Primary Cardholder”**: means an individual or organization named in the Application and Agreement for issuing and using card along with other required documents as stipulated by the Bank.

**1.6. “Supplementary Cardholder”:** means an individual who is authorized by the Primary Cardholder to use the card and the Primary cardholder commits in writing to fulfill all obligations arising from card usage according to the Application and Agreement for issuing and using card.

**1.7. “Personal Identification Number (PIN)”:** means a secret number provided to Cardholder by the Bank or created by the Cardholder according to the Bank’s regulations in order to perform card transactions.

**1.8. “Card transaction”:** means usage of card to perform transactions such as payments, cash withdrawals and other services as provided by the Bank and card payment organizations as prescribed by law.

**1.9. “Working day”:** means the weekdays from Monday to Friday, except for Saturdays, Sundays and public holidays, Tet holidays under Vietnamese laws.

**1.10. "Automated Teller Machine (ATM)":** means a device which can be used by cardholders to perform one or more transactions such as: deposit or withdrawal of cash, money transfer, payment for goods and services, account inquiry, PIN change, card information inquiry or other services as prescribed by law.

**1.11. "Merchant":** means a unit that accepts card payments for goods and services.

**1.12. “BIN”:** means Bank Identification Number.

**1.13. “Annual Fee”:** means a fee that is charged on an annual basis to maintain card and service. Fee is charged per a card annually in the month of issuing the card.

**1.14. “Direct Debit”:** means Cardholder’s instruction that may be one time or recurring to authorize to Bank to debit the amounts from the Cardholder’s bank account or other bank account (if possible) to make payments on the date the payment is due.

**1.15. “Statement”:** means a document that is issued by Bank specifying the current balance outstanding and the minimum payment due for the specified period and other details pertaining to the Card.

**1.16. “Payment Due Date”:** means the date that is specified in the Cardholder’s Statement as the date by which payment must be made.

**1.17. “Minimum Payment Due”:** means the minimum amount that the Cardholder makes a payment and he/she must make to keep Cardholder’s account in normal status in accordance with the Bank’s regulations for each specific card product.

**1.18. “Credit Limit”:** means the maximum amount of credit.

**1.19. “Secured Credit Card”:** means the Credit Card with the credit limit that is secured with

collateral such as the Time Deposit.

**1.20. “Cash Withdrawal”:** means any transaction where cash or its equivalent is received as regulated by the Bank’s card products.

**1.21. “Card accident”:** means any accident arising out of or from the event of Card is not used as mutual agreement between the parties

**1.22. “Website”:** the official information page of the Bank at the following address: <http://woori.com.vn>

## **ARTICLE 2: CARDHOLDER’S RIGHTS AND OBLIGATIONS**

### **2.1. Cardholder’s Rights**

**2.1.1.** To use the card to perform legal card transactions.

**2.1.2.** To use the amount of money on the account for performance of legal and valid payment orders. The Bank shall facilitate the Cardholder to use the Account conveniently and safely.

**2.1.3.** Request the Bank for card replacement when the current card is lost, stolen, damaged or suspected to be made use of. Request the Bank to renew a card when the current card is expired and Bank may implement as stipulated in this Terms and Conditions at request for replacement or renewal of a new card.

**2.1.4.** Request the Bank’s assistance in tracing, disputes handling relating to card transaction.

**2.1.5.** To request the Bank where the Account and/or card is opened to perform legal and valid payment orders and to be supplied with information on card Transactions, account balance, limit as per the agreement with the Bank.

**2.1.6.** Other rights in accordance with laws or written agreement between the Cardholder and the Bank, which are not contrary to prevailing laws and regulations.

### **2.2. Cardholder’s Obligations**

**2.2.1.** To supply full, clear and accurate information relating to the opening and use of the Card. To timely notify and send related documents to the Bank upon arising any change in the information of Card issuing documents.

**2.2.2.** To carry out Card transaction without violation of Vietnamese laws and undertake not to use the Card to perform illegal transaction.

**2.2.3.** To preserve the Card, keep confidential information on the Card, PIN and may not transfer the Card. Present the valid Card upon performing card transactions. Not to allow other person using his/her own card, not to disclose his/her Card information and PIN within the card validity.

- 2.2.4.** To maintain a minimum balance on the demand deposit account as stipulated by the Bank.
- 2.2.5.** Provide fully and accurately, notify the Bank of any changes in the Cardholder's information during the usage of card:
- (a) For cardholders who are organizations: information on business registration/operation license, headquarters address, legal representative, and other information as requested by the Bank from time to time.
  - (b) For cardholders who are individuals: permanent address, billing address, mobile phone number or email address used for receiving the online transaction verification password, and other information as requested by the Bank from time to time.
- 2.2.6.** To take responsibility for any damage caused by the mistakes or being misused, defrauded upon using Card at his/her fault.
- 2.2.7.** Not to lease, lend his/her Card. Not to use the Card for transactions in relation to money laundering, terrorism financing, swindling, fraud or any other illegal acts.
- 2.2.8.** To inform the Bank immediately in cases of lost, stolen of Card or suspected to be made use of or disclosure of PIN within 24 hours of receiving the initial information by the fastest possible means (by telephone to Call Center, to come directly at any Branch/Transaction Office of the Bank), to conduct the payment fees as regulated by the Bank in the meantime.
- 2.2.9.** To request the Bank to issue new PIN or new Card right after recognizing PIN disclosure.
- 2.2.10.** To pay the Bank in time and full for all due debts, interest, fees for Card usage as provided by the Statement sent by the Bank. In any cases of conducting the Transaction without receiving or late receiving the Statement, Cardholder still have the responsibility to conduct the payment arising from Card usage after the Bank provides all the evidence of sending the Statement.
- 2.2.11.** Immediately notify the Bank of any Card accident. To refund immediately and unconditionally as the Bank's request for all the amount of money that out of balance withdrawal, out of limit withdrawal, wrong credit in the Account of Cardholder and other transactions that Cardholder cannot prove the ownership and using right. Cardholder agrees that the Bank can automatically debit, temporarily lock, deduct in the demand deposit account/time deposit account/saving account of Cardholder to recover such amount of money without any notification. In case of withdrawing a time deposit account, saving account, the fund is considered as an early closing and will receive interest rate according to the Bank's internal regulations/policy/products at that time.
- 2.2.12.** Not to reuse the Card that was notified to be stolen, lost and suspected as fraudulent.
- 2.2.13.** To recognize all the recorded Transaction in the Bank's system that has conducted before

the Bank locks the Card in cases in this Terms and conditions.

**2.2.14.** To use Card only within the credit limit.

**2.2.15.** To take responsibilities for the usage of card, including the usage of card by Supplementary Cardholder or authorized individuals to use the cards.

**2.2.16.** To be responsible for all the Card Transactions that were conducted before the Bank has received in writing or other methods as agreed by the parties of lost, stolen, damaged or suspected to be made use of Card, including but not limited to fraud transaction and/or fake signature by anyone.

**2.2.17.** Commit to fulfilling the repayment obligations according to the balance outstanding Statement. Cardholder authorizes the Bank to have full right to deduct from the Cardholder's demand deposit accounts, time deposit accounts, savings account and other deposit account (if any) opened in the Bank and/or at any other credit institutions (for individual customers and organizations) or contact directly with Cardholder's company (for individual customers) to receive the money for debt payment. Cardholder authorizes/allows his/her company to deduct from his/her monthly wage, other income (if any) for debt payment (for individual customers). This authorization shall only be expired when Cardholder has paid all the principle debts and interests and other financial obligations arising at the Bank.

**2.2.18.** In case the Cardholder is individual customer not working for the current company, Cardholder undertakes to notify the Bank 07 working days prior to the proposed leaving date.

**2.2.19.** Cardholder recognizes, does not cancel and undertakes to conduct payment for all the Transactions that was duly made in accordance with the Bank's regulations of Card payment procedure via internet and/or by Cardholder's signature, digital signature without any dismissal, deny, rejection, change for any reasons; take full responsibilities for all conducted transactions.

**2.2.20.** Cardholder fully acknowledges all risk when conduct the Transaction through digital means, undertakes that all the actions made from his/her digital documents shall be under the regulations and take full responsibilities for the damage by intended/unintended digital signature disclosure. The Cardholder bears full responsibility related to (including damages to the Cardholder arising from card transactions) in the provision of information including, but not limited to, the information such as: card number, card expiration date, Cardholder information and other information on websites or online platforms provided by organizations, individuals, third parties, whether intentional or unintentional.

**2.2.21.** Cardholder waive his/her right of suing when the transactions have been interrupted, not conducted due to internet error, wire, system, electricity or other technical error from the supplier or the Bank, or any accidents arising from weather, earthquake, nature...

**2.2.22.** In case Cardholder conducts the payment for the suppliers through the Internet, Cardholder

undertakes to take full responsibilities for the arising matters during the payment process as mutual agreement with the suppliers.

**2.2.23.** The Cardholder accepts full responsibility within Cardholder's faults for use of the card wrongfully or in contravention of this Terms and conditions of and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, and any other financial charges that the Bank may incur and/or suffer on account thereof.

**2.2.24.** To undertake to read and fully understand all the contents in this Terms and Conditions, be provided with information and guidelines on card services, card process, potential risks in card usage and ways to handle card incidents, prohibition activities in card usage and the Cardholder's responsibility for any violations.

### **ARTICLE 3: BANK'S RIGHTS AND OBLIGATIONS**

#### **3.1. Bank's rights**

**3.1.1.** To gather information of the Cardholder upon proposing the issue of the Card and/or applying measures of recovering debts and reject unreasonable requests of the Cardholder.

**3.1.2.** The Bank shall be entitled, at the own discretion, to deduct from the Cardholder's Card and other accounts at the Bank in following cases:

(a) For collecting due, overdue debts, interest, annual fee and other charges arising during the account management and supply of the Card services; in the event of a situation that the Cardholder become insufficient payer or delinquent for any amounts, fees and charges stated hereby, at any time in working days after payment due date, the Bank may collect repayment from available balance in the designated payment account or any other Cardholder's payment accounts, time deposit accounts, saving accounts at the Bank (including all payment/ time deposit accounts/savings accounts opened after card issuing date) without the Cardholder's agreement. In case of collecting payment from term accounts, term accounts will close before the maturity date and the Bank will collect payment from those accounts. In case of a foreign currency account, in the scope permitted by law, the payment shall be debited after being exchanged at the designated currency rate by the Bank at the time of debt collection. The agreement is replaced for foreign exchange transaction agreement between the Cardholder and the Bank. The Bank can also convert loyalty points generated for the Cardholder to repay the Cardholder's overdue debt without the Cardholder's agreement.

(b) Upon request by competent state regulator in judicial execution of decision on administrative sanction, judgment enforcement decision, tax collection decision or other payment obligations in accordance with laws and regulations;

(c) For adjusting items that are wrongly accounted, or that are not accounted to the right nature or not conformable to the details of the Card in accordance with applicable laws and regulations and

notify the Cardholder for information;

(d) For regular payments as per the agreement between the Cardholder and the Bank.

**3.1.3.** To refuse/suspend the payment order/transactions of Cardholder in following cases:

(a) The Cardholder fails to fulfill requirements of payment procedure; payment order is invalid, or not compatible to registered details in the Card opening documents or not conformable to the agreement between the Cardholder and the Bank;

(b) Balance on the Account is insufficient or credit limit for performing the payment order;

(c) Upon receiving a written request from a competent state agency or having appropriate evidence showing that the card transaction is for the purpose of money laundering, terrorism financing as stipulated by laws and regulations on anti-money laundering; or notice from the third party on suspicious counterfeit, fraudulent card.

(d) The Card is temporarily locked, totally blockaded or the Card is being closed, the Card is temporarily locked or blockaded partially whereas the remaining balance that is not locked, blockaded, is not sufficient for performing payment orders;

(e) The Card has been lost as notified by the Cardholder;

(f) The Card is expired.

(g) Identity documents or documents proving the residency period of the foreign Cardholder are expired and/ or the Cardholder fails to provide or update lawful identity documents, residence documents in Viet Nam in accordance with the Bank's regulations and requirements.

**3.1.4.** Based on transaction document, debit transaction amount from the Card and/or charge to the Card Account for any loss, damage arising in connection with the card use and debit the card account with service fees.

**3.1.5.** Fee collection for Supplementary Cards/authorized individuals to use cards from Primary Cardholder 's assigned account with the Bank.

**3.1.6.** To inspect the signature and identity documents of the individual Cardholder, to inspect the signature, information of the legal representative person, seals of organizations upon performing Transactions. Refuse to authorize payment, replace card, extend the card's validity or terminate the card use in accordance with the Bank's decision. In any of the above mentioned cases, the Cardholder's obligations as stipulated in this Terms and conditions shall not be affected.

**3.1.7.** Other rights (if any) are implemented in accordance with laws or pursuant to an agreement in written between the Cardholder and the Bank, which are not contrary to prevailing laws and regulations.

**3.1.8.** The Bank shall be under no liability in the case of system handling, information transfer system...are under error, or any other reasons beyond the Bank's control capacity.

**3.1.9.** To provide the Cardholder's information, PIN number, Statement and other Card Transactions to the competent authorities and allowed organizations, individuals as provided by law; To provide Card Transactions through the Bank's hotline when the requestor has provided the registered information correctly.

**3.1.10.** To lock Card/Card's feature when receiving the information of stolen, lost Card, PIN is disclosed or suspected to be used by the registered phone number/email address provided in this Terms and conditions.

**3.1.11.** To recover Card at any time by notifying about this recovery to the Cardholder in case Cardholder violates regulations of law, the Bank, international card association (ICA) or this Terms and conditions, or cases of fraud Card suspicion. In such cases, the Bank shall be under no liability for any harm to honor, reputation of the Cardholder in recovering of Card.

**3.1.12.** The Bank shall be under no liability for all cases of Card denied by Merchant. The Bank shall be also not under any liability of supplying services, goods paid by Card and shall debit in the Account all the value of Transactions paid by Card instead of deliver the goods, services or not.

**3.1.13.** To use, handle the secured assets of other Cardholder's loan to recover the debt of the Card when such debt turns into overdue loan.

**3.1.14.** For the Card issued for the individual whose wage is paid in the account opened in the Bank, the Bank shall have the right to lock/temporarily lock the Card to execute the debt recovery measures in case of any signs under the Bank's evaluation that can affect the income and paying debt capacity of the Cardholder.

## **3.2. Bank's obligations**

**3.2.1.** To execute the payment order of the Cardholder after having verified and checked the legality, validity of the payment order.

**3.2.2.** To store the signature specimen of Cardholder for the purpose of verification, comparison during the use of Card.

**3.2.3.** To timely credit to the Cardholder's Account for inward remittance orders, deposits to account; to timely refund the amounts that were wrongly debited to the Cardholder's Account.

**3.2.4.** To timely and fully inform of the executed transactions on the card as per the agreement with the cardholder and take responsibility for the correctness of the supplied information.

**3.2.5.** To keep the secret of information relating to the card and transactions on the account of the



Cardholder in accordance with applicable laws and regulations.

**3.2.6.** To be liable for any damage that is caused by virtue of mistakes or act of misuse, fraudulence on the Cardholder's account at the Bank's fault.

**3.2.7.** To comply with laws and regulations on anti-money laundering and counter-terrorism financing.

**3.2.8.** To answer or handle requests or complaints from the Cardholder relating to the card issuance, use and repayment within less than 45 (forty-five) working days for international Debit/Credit card, and 15 (fifteen) working days for domestic Debit card upon the receipt of notification from the Cardholder.

**3.2.9.** Lock the Card upon receiving the Cardholder's initial notice on PIN is disclosed and the card is lost or stolen or suspected to be made use of or by Cardholder's request when Cardholder suspects any frauds or damages on condition that the Cardholder shall be provided exactly information with respect to the card required by Bank as stipulated in Article 4.4. hereof.

**3.2.10.** To execute security methods, risk prevention methods for Card transactions in accordance with regulations of risk management in electrical banking; To keep the secret of information relating to Transactions by card; To ensure infrastructure system, technology for issuance, payment by Card work securely and frequently.

**3.2.11.** To provide the Cardholder with information and guidelines on card services, card process, potential risks in card usage and ways to handle card incidents, prohibition activities in card usage and the Cardholder's responsibility for any violations.

**3.2.12.** To set up, maintain 24/7 Hotline to get, solve in time Cardholder's feedback information.

**3.12.13.** Inform Cardholders about card issuance, account number, transaction history, and related information via SMS and/or email and/or other methods as prescribed by the Bank periodically.

#### **ARTICLE 4: USE OF THE CARD**

**4.1.** The domestic Debit card or international Debit card or international Credit card is and will be at all times the property of the Bank, the Bank reserves the right to withdraw, at its discretion, the domestic Debit card, the international Credit and Debit Card and/or any of the relevant services offered at any time and will inform the Cardholder of such withdrawal if it is deemed necessary as required by Vietnamese laws.

**4.2.** Upon receipt of the card, the Cardholder should sign on the card immediately. The card is not transferable and may only be used to effect transactions during the validity period by the Cardholder.

**4.3.** The Cardholder must keep the Card secure and ensure that the Card number and PIN are not

disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder must not choose a PIN which is clearly related to the information such as birth date, phone number, ID number or which represents a recognizable part of the Cardholder's name. The PIN shall not be easily guessed (such as 1111, 1234 etc...) or recorded on any item normally carried with or stored with the Card or Identifier, which could be lost or stolen with the Card.

**4.4.** When the Card is lost or stolen or Card's information is disclosed, the Cardholder must promptly notify the Bank. Within 60 minutes upon receiving the request in writing or via phone call or other methods from the Cardholder or as per the written prior agreement between the Cardholder and the Bank, the Bank shall temporarily lock the Card until further notice from Cardholder. The Bank shall be responsible for transactions happened after blocking time. If the Account is not locked after the Cardholder's request, the liability is on the Cardholder until 60 minutes after the Bank received the request, and then on the Bank after 60 minutes. The time limit for the actions with respect to the notification received from the Cardholder shall not exceed 05 (five) working days for the Card whose BIN is issued by the State Bank or 10 (ten) working days for the Card whose BIN is issued by an ICA from the date on which the notification is received. In case where the Card is misused that cause damage, the Bank and the Cardholder shall determine their relevant responsibility and negotiate the measures for damage. Determining responsibility based on the fault of each Party. Each Party shall be taken responsibility within its fault limit (if any) and negotiated plan to handle the damage. In the event that both parties fail to reach a consensus on the measures for damage, relevant regulations of laws shall be applied.

**4.5.** The Cardholder may use the card to pay for goods or services at retailers or suppliers who accept the card including pay for goods or services overseas by signing a sales slip and/or using the PIN and the Bank will debit the account the amount of any such transaction authorized in such way.

**4.6.** The Cardholder may use the card in conjunction with the PIN to withdraw money from ATM which accepts the card when they are in operation. The amount of money so withdrawn will be debited to the account. The Cardholder may gain the information about account balance and the history of card transactions by ATM or at the Bank's branch.

**4.7.** The domestic Debit card, the international Debit or Credit card is valid up to the last day of the month/year indicated on the Card plate or as the Bank's notification or other methods in accordance with legal regulations (depending on the specific case applied by the Bank) (except for lost, stolen, terminated cards or foreigners who do not extend residence period in Viet Nam as the Bank's request and/ or others as the Bank's decision). The Card validity is under the Bank's regulation from time to time. The Bank will choose whether the card is renewed or not through evaluating the Cardholder. This Terms and conditions is also effective to the renewed card.

**4.8.** The Cardholder accepts full responsibility for all transactions processed by the use of the

domestic Debit card, the international Debit or Credit card whether through ATM, POS (Point-of-Sale) terminals or any other available device. Any instruction given by means of the card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the card, whether or not processed with the Cardholder's knowledge or his authority, expressed or implied. The Cardholder hereby authorizes the Bank to debit the Cardholder's account with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the card in accordance with the Bank's record of transactions. The Cardholder is not liable for unauthorized Transactions subject to the followings:

**4.8.1.** Caused by the fraudulent or negligent conduct of the Bank's employees or employees of companies involved in networking arrangements or of Merchants.

**4.8.2.** Made using a card or card detail that is forged, faulty, expired or cancelled or sales vouchers which have been forged.

**4.8.3.** Which require a card or PIN and happen before the Cardholder has received the card or PIN.

**4.8.4.** Made after the Cardholder has reported a lost or stolen the Card to the Bank in accordance with Provision 4.4 of this Article.

**4.8.5.** Where it is clear evidence that neither the Cardholder nor a Supplementary Cardholder contributed to those losses.

**4.8.6.** That is caused because the same transaction was incorrectly charged to Cardholder's Account more than once.

**4.9.** The Cardholder's account will be debited with the amount of any withdrawal, transfer and/or other transactions effected by use of the domestic Debit card, the international Debit or Credit Card. The domestic Debit card, the international Debit Cardholder will maintain sufficient funds in the Cardholder's Account to meet any such transactions and shall not be entitled to overdraw the Cardholder's Account balance. The international Credit Cardholder shall not withdraw cash excess of the transaction limit as prescribed by the Bank.

**4.10.** When the Cardholder use the Card:

**4.10.1.** The cases may be rejected the usage: insufficiency of the account balance or credit limit, lost/stolen/damaged card, unavailable POS, exceeding card limit (transaction limit as the Bank's regulation from time to time), exceeding overseas cash withdrawal limit as prescribed by Vietnamese law, expiration, missing input on the card information to pay at on-line and other invalid payments.

**4.10.2.** The Bank shall have the right to temporarily lock the card in part or full in the following cases: lost/stolen, not-received by Cardholder, involved in fraud, Cardholder's requested, exceeded number of PIN errors, had overdue loan or card of the Bank and other financial

institutions; in tracing process to execute card payment, other cases stipulated in this Terms and Conditions and law.

**4.10.3.** Card may be seized or be invalid during the usage of card in case the Bank detects that Cardholder use fake, impersonate documents to request for card issuance, or use the card with fraudulent, counterfeiting behavior, or in case of fake card or other illegal activities and circumstances that prescribed by law.

**4.10.4.** In any cases listed above not to affect to the Cardholder's rights and obligations that stipulated in this Terms and Conditions.

**4.11.** Contents not mentioned in this Terms and conditions about Card issuance and usage shall be in accordance with Vietnamese laws.

**4.12.** The Bank will consider granting the Cardholder's credit limit, at the own discretion, through evaluating his/her financial ability, the feasible plans for using the capital, legal purpose of the usage, and information of Cardholder's related persons as prescribed by the Bank's internal regulations before deciding on the granting of credit limit. The Cardholder must not exceed the Credit Limit offered to him/her across all credit cards. If a transaction amount is more than the amount of available Credit Limit at the point of the transaction, the Bank may, without notification, not process the transaction or stop payment of that transaction and reverse all entries in respect of it.

**4.13.** Overseas transactions made in US dollars will be converted into Vietnam Dong. Transactions in all currencies other than US dollars or Vietnam Dong will be either converted directly into Vietnam Dong or first converted into US dollars and then to Vietnam Dong. The rates of exchange are determined by the ICA (such as Visa) or by the Bank. Any such rate of exchange may also include any fees and charges any third party (including any ICA) charges the Bank and include overseas transaction fees as disclosed to the Cardholder. The Bank shall charge the Cardholder a handling fee/ overseas transaction fee based on the transaction's country code. All of the transactions will be processed within the international guidelines of the ICA. The Cardholder hereby unconditionally agrees with the determination of the rate of exchange as provided by this paragraph.

**4.14.** The Cardholder can take cash withdrawal within the cash advance limit prescribed by the Bank and the Cash Withdrawal fee is charged to the Cardholder.

**4.15.** The Scope of Card Usage:

**4.15.1.** Domestic Debit card used for cash withdrawal/account balance inquiry/cash deposit at the Bank's ATMs or cash withdrawal/account balance inquiry at NAPAS's ATMs or BC Card's ATMs in Korea, payment for products/services (online or offline in domestic), top-up phone payment (prepaid/postpaid), purchase prepaid codes to pay for phone bills, etc., as prescribed by

the Bank. Cash deposit/withdrawal at ATM transactions are not applied to the organization's domestic Debit card.

**4.15.2.** The international Debit card has the function of cash withdrawal/ balance inquiry/ deposit at the Bank's ATMs, payment for products/services (online or offline in domestic or oversea), top-up phone payment (prepaid/postpaid), purchase prepaid code to pay for phone bills, etc., as prescribed by the Bank. Cash deposit/withdrawal at ATM transactions are not applied to the organization's international Debit card.

**4.15.3.** The international Credit card has the basic function of balance inquiry at ATM, cash deposit/withdrawal at the Bank's ATMs (as selected by Cardholder), payment for products/services (online or offline in domestic and overseas), top-up phone payment (prepaid/postpaid), purchase prepaid code to pay for phone bills, etc., as prescribed by the Bank, select transactions for monthly installment. The international Credit card shall neither be used to transfer money to demand deposit accounts, debit cards. Cash deposit/withdrawal at ATM transactions are not applied to the organization's international Credit card.

#### **4.16. Force Majeure**

Neither party shall be held responsible for any delay or failure in performance of any part of this Terms and conditions to the extent such delay or failure is caused by fire, flood, explosion, war, pandemic, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. Nevertheless, the Parties encountered by Force Majeure has implemented all necessary measures to overcome such event.

**4.17.** The international Debit and Credit card shall only be activated as request of Cardholder by means of phone call for activation to the Bank's hotline: 18006003 or direct request at the Bank's branches, transaction office and ATM, Woori Won Banking app. Non-activation shall not affect the Cardholder's responsibility of annual fee and other fee payment provided in this Terms and conditions.

### **ARTICLE 5: INTEREST, FEE**

**5.1.** Loan interest, overdue fee, fee, penalty fee, related fee (if any), method of interest measure, payment and debt recovery shall be under the Bank's issuance and announcement from time to time, publicly announced at the Bank's head office and Interest rate and Fee of the Bank.

**5.1.1.** The interest rate shall be calculated at the rate of %/ year (annual interest rate), a year means 365 (three hundred and sixty-five) days.

**5.1.2.** The interest calculation formula: The amount of interest to pay each period shall be calculated by the formula:

Interest amount = (Current statement outstanding balance × Number of days starting from transaction date multiplied by × Interest rate) / 365

**5.1.3.** Interests in relation to each transaction shall be calculated as follows:

- a) Cash advance transactions: Interest is calculated each day on the unpaid balance of transaction(s) from the date of the cash advance transaction(s) until full repayment of the transaction(s).
- b) Installment plans: Interest is calculated each day on the unpaid balance of the transaction(s) by applying installment interest rate from the date on which the Cardholder accepted the installment plan(s) until the installment plan(s) has been terminated or its period has expired.
- c) Purchase transactions, fees and charges and other unpaid amounts (excluding installment plans, cash advance transactions, and interest billed not paid in previous statement(s)): interest will be charged only when the Cardholder fails to pay the full statement closing balance on or before the due date. Interest is calculated from the settlement date of the transaction(s) until the payment date of the transaction(s).

**5.2.** Annual fee shall be charged in the first statement period right after card is successfully activated. Subsequent annual fee shall be charged one time a year in the month which the card was originally issued. All other fees and charges shall be charged as soon as a service or transaction occurs.

**5.3.** The Cardholder's account will be debited with a charge in accordance with the of interest rate and fee as issued and published by the Bank in accordance with laws and provided to the Cardholder at the Bank's website. The Bank may from time to time reasonably change the interest rate and fee provided that a prior written notice of such changes is given to the Cardholder.

**5.4.** In the event that the account does not have sufficient funds to deduct such charges, the Bank reserves the right to deny any further transactions.

**5.5.** After the payment due date, if Cardholder does not conduct the payment or pays less than the minimum amount due, the unpaid amount of the minimum amount due shall be turned into overdue debt. After 03 (three) consecutive statement period, if Cardholder does not conduct the payment or pays less than the minimum amount due, all unpaid balance outstanding shall be turned into overdue debt and shall be subject to late payment interest rate as provided.

## **ARTICLE 6: CUSTOMER INFORMATION**

**6.1.** The Cardholder shall notify the Bank immediately of any changes to the Cardholder's information as of well as any method which they wish to use for communication between the Cardholder and the Bank. For foreigner(s) as the Cardholder, the supplement of residence extension is compulsory to continue to use the card(s).

**6.2.** The Bank reserves the right and the Cardholder hereby agrees to the Bank having the right to disclose to and share with and receive from other institutions and relevant authorities involved in

the Card transactions information in accordance with regulations on bank card business.

**6.3.** The Cardholder hereby agrees to the Bank having the right to provide relating to the information of Card Transaction and Cardholder's/authorized persons to use the card to the third party supplying Card support service or any affiliated partners of the Bank with the purpose of providing benefits for Cardholders or the police, State Bank of Vietnam for investigation purpose the Transaction as regulated in law.

**6.4.** Except for regulations in clause 6.2 and 6.3, the Bank shall protect the Cardholder's information and shall not collect, use, transfer such information to third parties without the Cardholder's consent, except at the request of the state authorities.

#### **ARTICLE 7: ACTIONS AGAINST TRACE REQUESTS, COMPLAINTS AND DISPUTES**

**7.1.** If there is any mistake or any doubt about a mistake that is related to Card transactions, the Cardholder is entitled to send a claim, verification request to the Bank. The time limit for the Cardholder to send the claim, verification request to the Bank is 60 days from the date on which the Transaction subject to verification, claim is made. The Bank must process the trace request made by the Cardholder and reply for Cardholder.

Receiving method of verification request, claim of the Cardholder including: via the Bank's (recorded) hotline 18006003 (24/7) and transaction points, that ensures the authentication of the basic information which the Cardholder has provided to the Bank.

In case of receiving tracing request, claim via the Bank's hotline 18006003, within 02 working days in case of the international Debit/Credit card, or within 05 working days in case of the domestic Debit card, the Cardholder must go to the Bank's the transaction points to complete Card transaction dispute form.

**7.2.** The Bank shall handle the verification request sent by the Cardholder and shall respond to the Cardholder within 45 (forty-five) working days in case of the international Debit/Credit card, and 15 (fifteen) working days in case of the domestic Debit card, from the date on which the transaction subject to verification is made.

**7.3.** The Bank accepts no responsibility for the refusal of any Merchant to honor the Card. Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the Merchant will relieve the Cardholder from any his/her obligation to the Bank hereunder. In particular, the setting up, modification, or termination of direct debit authorization instructions for any regular payment to be charged to the Cardholder's account is strictly between the Cardholder and the respective Merchant. The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the relevant Merchant.

**7.4.** Any disputes or disagreement between the Cardholder and the Bank regarding to issuing and

using the international Debit or Credit card in Vietnam shall be settled first by negotiation. In case that disputes or disagreement are unable to be solved by negotiation, parties have the rights of submitting to competent/functional court to handle in accordance with applicable law.

**7.5.** Within the maximum term of 05 working days from the date of notifying the trace, claim result to the Cardholder, the Bank shall refund to the Cardholder as mutual agreement and regulation of current law for the damages not arising out of the Cardholder's fault and/or not under force majeure cases.

**7.6.** In the expiry event of the trace, claim term, if the fault party cannot be indicated, the parties shall negotiate the actions within the next 15 working days until receiving the final result of the competent party.

## **ARTICLE 8: PROHIBITION**

The Cardholder shall not use the domestic Debit card, international Credit and Debit Card for any unlawful purpose, including the purchase of goods or services prohibited by the Vietnamese laws and the laws of the Cardholder's nationality or where the transaction is conducted.

## **ARTICLE 9: TERMINATION OF USE OF CARD AND ACCOUNT**

**9.1.** Card termination request is only accepted if the Cardholder makes a written request at the Bank's transaction points or via other channels prescribed by the Bank from time to time. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by the Bank. When the Cardholder asks the Bank to close the Credit Card, he/she should make a payment of the current balance outstanding. Nevertheless, if any merchant requires clearing the transaction or payment that the Cardholder shall pay, the bank shall debit to the Bank account or send the statement or request the Cardholder to pay for it.

**9.2.** The Bank may, as to the circumstances in the Bank's absolute discretion require, terminate the card in accordance with Vietnamese laws.

**9.3.** The terms and conditions comprised in this Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any transaction is completed but not debited to the account prior to termination thereof.

## **ARTICLE 10: STATEMENT AND PAYMENT**

**10.1.** The Bank will send the Cardholder a Statement of Credit Card each month. The Bank may not send the Cardholder a Statement for any period during which his/her card account (as recorded in the Bank's system) is inactive or has been terminated (card account means the account opened and used in the Bank's internal system to control and manage Card). The Statements will be expressed in Vietnam Dong.



**10.2.** The Cardholder should check all entries on the Statement when he/she receive it. If the Cardholder think there was an error or possible unauthorized use he/she must contact the Bank by call center or branch and deliver the claim to the Bank within 10 (Ten) working days of receiving such statement or the Cardholder may be liable for the error or any unauthorized Transactions.

**10.3.** Cardholder must pay the payment due mentioned in the card statement each month to keep using the Card.

**10.4.** For direct debit request service, the Cardholder have to keep sufficient balances in his/her bank account at least equal to the total payment due or the minimum payment due as instructed by the Cardholder in the direct debit request service before the due date.

**10.5.** The Bank is not liable for any delays in processing payments between the Cardholder and Merchant.

**10.6.** The Bank applies payments to the card account in the following order: interest charges, service fees and other charges, billed cash withdrawals, billed purchases (including any installment amount due - if any)

**10.7.** If it is not clear that a payment relates to the Cardholder's Account, we will only credit it to his/her Account from the date the Cardholder give us clear instructions about where to credit it.

**10.8.** The remaining sum of the Card shall be refunded to Cardholder's payment account under the Bank's internal regulations from time to time.

**10.9.** Payment order: overdue fees, overdue interests, overdue amounts, statement fees, statement interest, statement cash in advance, statement installment amount, statement purchases, fees, interest, cash in advance, installment amount, purchases. This order can be changed as prescribed by the Bank periodically.

## **ARTICLE 11: SECURED CREDIT CARD**

**11.1.** If the Cardholder applies to the Secured Credit card and higher credit limit, the Cardholder shall make a saving deposit/time deposit of which the value is equivalent to the credit limit for guarantee. The credit limit will be any percentage of his/her security deposit. This deposit account shall be locked/blocked until the Cardholder fully completes all obligations under this Terms and conditions. In case of breaching the obligations, the Bank shall deduct from this Cardholder's account for debt collection.

**11.2.** The Cardholder should fill in the collateral form provided by the Bank; and all documents are also required to apply the Credit Card.

**11.3.** If the Cardholder wish to close the Card or if the Bank terminate the Card, the collateral for credit card will be processed according to the Card Policy and/or deposit products and/or other

internal regulations of the Bank at each period.

## **ARTICLE 12: CARD SERVICE**

### **12.1. Monthly installment plan**

**12.1.1.** The Cardholder can register the Installment plan(s) in accordance with the Bank's Card products and regulations. Installment plan(s) registration must be processed prior to the credit card statement date.

**12.1.2.** The installment period can be designed by the Cardholder within maximum period by the Bank or choose automatically by the specific credit card product that he/she hold. The Cardholder shall settle payment, the installment amount and monthly fee during the installment payment period.

**12.1.3.** The initial installment payment amount may include the remaining balance of installment payment amount. Full payment can be accepted to cancel the installment.

### **12.2. Point Program:**

**12.2.1.** The Point will be accumulated for payment for goods or services for each card and the accumulation rate is as specified in the Card product.

**12.2.2.** The Point validity is 05 (five) years and automatically expired by monthly first-in and first-out method. If the Cardholder close the card or the card is expired, the point will be expired. The Bank shall not support to redeem loyalty points in case card is in overdue status.

**12.2.3.** The Primary Cardholder can ask the Bank to make a conversion from the Point to cash-back. 01 point equals to 1 VND and the minimum cash-back request is 500,000VND (the conversion ratio can be adjusted as the Bank's regulations from time to time).

**12.2.4.** The Bank reserves the right to retrieve any awarded points recorded successfully in the Bank's card system at any time if:

- a) The transaction for which the points were earned is canceled or refunded due to fraudulent/technical issues or any other reasons not arising from the Bank's fault, or:
- b) The Bank detects any errors or mistakes in the accumulation of points (if any) that not comply with the Bank's Card products.

The policy for retrieving reward points is stipulated in the Card Operation Manual and/or in amending/supplemental/replacing documents (if any) of the Bank from time to time or other related internal regulations of the Bank. The Bank's decision on the retrieving of points is considered final.

## **ARTICLE 13: MISCELLANEOUS**

**13.1.** The Bank shall have the absolute discretion to amend or supplement any of this Terms and Conditions, features and benefits offered by the card including usage of the card, termination of card and account, rights and obligations of two parties, and others after notice to the Cardholder or notice at the Bank's website. The Cardholder commits to actively update the Terms and Conditions according to the Bank's notice. Notice of any changes in card fees of the Bank will be provided to the customers at least 07 days prior to the effective date. Within 05 days since the Bank notices about the amendment, supplementation to the Terms and Conditions, the Cardholder shall inform the Bank to terminate the agreement for issuing and using cards in case of disagreement. If the Cardholder continues to use the card after 05 days since the Bank's notice date, it is understood that the Cardholder totally agrees with such amendment, supplementation. The Cardholder shall be liable for all charges incurred and all other obligations under these revised this Terms and conditions until the whole amounts under the card is repaid in full. The Bank shall notify this Terms and Conditions, amended in accordance with Vietnam laws at the Bank's transaction points and on the Bank's website.

**13.2.** These terms and conditions of this Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam.

**13.3.** This Terms and Conditions is made in bilingual Vietnamese and English with equal validity. In case of discrepancies between the English and Vietnamese parts, the Vietnamese part shall prevail.

**13.4.** This Terms and Conditions along with the card application form(s) and agreement(s) constitute the card usage and issuance agreement with the customer. Any Terms and Conditions for issuing and using card that have been announced and applied prior to the effective date of this Terms and Conditions will be replaced and applied by this Terms and Conditions.

**13.5.** The details not mentioned in this Terms and conditions shall be accompanied by the Card product manual and/or other Bank's internal regulations or in accordance with Vietnamese laws.