

# TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF OCB CREDIT CARDS FOR INDIVIDUAL CUSTOMERS

The terms and conditions for the issuance and use of OCB credit cards for personal customers (hereinafter referred to as "Terms and Conditions"), together with any amendments, supplements, agreements, Welcome Letters, Transaction Notices, Service Fee Schedules, Card Transaction Limits, publicly posted on the website [www.ocb.com.vn](http://www.ocb.com.vn) from time to time, and other communications between OCB and the Cardholder regarding the issuance and use of OCB personal credit cards, along with the "Application and Agreement for Opening and Using Non-Physical Credit Cards for Personal Customers" and/or the "Application and Agreement for Opening and Using Credit Cards, Debit Card Payment Accounts, and Service Registration for Personal Customers" or other names as per OCB's regulations from time to time, collectively constitute a complete and legally binding agreement (hereinafter referred to as "Agreement") between the Cardholder and OCB.

## ARTICLE 1. DEFINITIONS

When used in these Terms and Conditions, the following words shall have the meanings ascribed to them below:

- 1.1. **OCB:** Refers to Orient Commercial Joint Stock Bank, including its Head Office, Branches, Transaction Offices, and affiliated Centers.
- 1.2. **OCB OMNI:** Is an electronic banking service provided by OCB that allows customers to perform online banking transactions through the OCB OMNI application installed on mobile devices and via the internet-connected website, without the need to visit a physical branch.
- 1.3. **Card:** Refers to the international credit card or domestic credit card issued by OCB in the form of a physical card or a virtual card provided to the Cardholder for performing Card Transactions within the approved Card Limit as agreed with OCB.
- 1.4. **Physical Card:** Refers to a card that has a tangible, physical presence, typically made of plastic, embedded with a magnetic strip or electronic chip to store card data, with information printed on the card as per legal regulations and OCB's requirements.
- 1.5. **Virtual Card:** Refers to a card that exists in electronic form, containing card information according to legal regulations and issued by OCB to the Cardholder for conducting transactions online or via mobile applications. The Virtual Card does not include cases where a Physical Card is registered for transactions on the internet or mobile applications.
- 1.6. **EMV/VCCS Chip Card:** Refers to a card product embedded with an electronic chip containing a microprocessor functioning as a small multifunctional computer, capable of storing important encrypted information with high security.

- 1.7. **Contactless Chip Card:** Refers to a smart card applying both 'Contact' and 'Contactless' technologies, allowing interaction either by physically touching a card reader or through remote communication. The Cardholder can simply tap or wave the card near a POS machine for payment.
- 1.8. **Cardholder:** Refers to an individual provided with a Card by OCB for use, including the Primary Cardholder and Supplementary Cardholder.
- 1.9. **Primary Cardholder:** Refers to the individual named in the agreement with OCB.
- 1.10. **Supplementary Cardholder:** Means an individual who is authorized in writing by the Primary Cardholder to use the Card, and for whom the Primary Cardholder, by written undertaking, agrees to be fully responsible for all obligations arising from such Supplementary Cardholder's use of the Card under the Agreement.
- 1.11. **Card Payment Organization:** Refers to the credit institution or foreign bank branch authorized to process card payments under legal regulations.
- 1.12. **International Card Organization:** Refers to an organization established and operating abroad, per foreign legal regulations, that has agreements with OCB, the Card Payment Organization, and other related parties to collaborate on card issuance and payment, following Vietnamese legal regulations and international commitments.
- 1.13. **Merchant:** Refers to an organization or individual accepting card payments for goods and services, per the card payment contract signed with the Card Payment Organization.
- 1.14. **The EMV 3DS Authentication Method:** Refers to the authentication mechanism applied to online card payment transactions, based on risk evaluation in accordance with the EMV 3-D Secure standard and must ensure that the card issuer, card acquirer, and **merchant** have fully implemented the EMV 3-D Secure standard
- 1.15. **The EMV 3DS Service:** An online card transaction authentication service for international payment cards, designed to enhance security for Cardholders when performing online transactions on websites or applications displaying the Verified by Visa, Mastercard SecureCode, or JCB J/Secure logos. Under this service, the Cardholder is authenticated either by entering a password or by consenting for the Card Issuer to authenticate on the Cardholder behalf for online payment transactions that utilize the EMV 3DS authentication method.
- 1.16. **Card Delivery Service by Request:** A service where the card is delivered as requested by the Cardholder to a location specified by the Cardholder in the Agreement.
- 1.17. **One-Time Password (OTP):** A secret password that is valid for one-time use and effective within a certain period, used as a second authentication factor for the user to perform Card Transactions. Depending on the OTP generation method, the Cardholder uses a device to generate the OTP (OTP Token), or OCB sends the OTP via SMS (OTP SMS) to the mobile phone number registered with OCB in the Agreement, or via email (OTP email) to the email address registered with OCB in the Agreement, or registered

later with OCB in writing by the Cardholder.

- 1.18. **Automated Teller Machine (ATM):** A device that the Cardholder can use to perform one or more Card Transactions such as depositing, withdrawing cash, transferring funds, paying bills for goods/services, account inquiry, PIN change, checking card information, or other transactions as per legal regulations.
- 1.19. **Point of Sale Device (including Point of Sale, Mobile Point of Sale, and other types of card acceptance devices – hereinafter referred to as POS/mPOS):** These are card readers and terminal devices installed and used at Merchants where the Cardholder can use the Card to pay for goods and services. Card acceptance devices may also be installed at branches or transaction offices of the Card Payment Organization to provide cash to the Cardholder, in accordance with the agreement between the Card Payment Organization and OCB, and in compliance with the applicable regulations regarding the usage of the Card.
- 1.20. **Personal Identification Number (PIN):** A secret number assigned by OCB to the Cardholder initially, which the Cardholder can later change at an ATM or at an OCB transaction office or set on the OCB OMNI application/website to be used in Card Transactions. In electronic transactions, the PIN is considered the Cardholder's signature.
- 1.21. **Card Account:** A payment account to manage Card Transactions, fees, interest, and other matters related to the use of the Card. The Primary Cardholder and Supplementary Cardholder(s) share the same Card Account.
- 1.22. **Credit Limit:** The maximum amount of credit OCB approves for the Cardholder at a given time..
- 1.23. **Card Limit:** The maximum outstanding credit balance on the Card Account that OCB approves for the Cardholder at any given time to perform Card Transactions. The Card Limit at any time must not exceed the Credit Limit. The Card Limit is managed independently on each Card Account.
- 1.24. **Daily Card Usage Limit:** The maximum amount and/or number of times the Cardholder is allowed to use the Card to pay for goods/services and/or withdraw cash in a day.
- 1.25. **Goods/Service Payment Limit:** The maximum amount the Cardholder is allowed to use the Card to pay for goods/services, not exceeding the Card Limit and/or Credit Limit.
- 1.26. **Cash Withdrawal Limit:** The maximum amount the Cardholder is allowed to use for cash withdrawal, not exceeding the Card Limit and/or Credit Limit.
- 1.27. **Foreign Currency Cash Withdrawal Limit Abroad:** The maximum amount the Cardholder is allowed to use the Card to withdraw cash abroad in a day, not exceeding the cash withdrawal limit of the Card. The maximum foreign currency cash withdrawal limit abroad is equivalent to 30 million VND/day or as regulated by the State Bank of Vietnam from time to time.

- 1.28. **Validity Period of the Credit Limit:** The period starting from the effective date until the expiry date of the Credit Limit, during which the Cardholder is allowed (subject to OCB's approval) to perform card transactions within the approved Credit Limit. After the expiration of the Credit Limit validity period, the Cardholder is no longer permitted to perform card transactions.
- 1.29. **Validity Period of the Card:** The period starting from the issuance date of the Card until the earlier of (i) the expiry date of the Credit Limit, or (ii) the expiry date printed on the Card or displayed on OCB OMNI.
- 1.30. **Repayment Period:** The period for paying the outstanding balance, interest, fees, penalties, and other amounts arising from the use of the Card. The repayment period does not depend on the Card Validity Period.
- 1.31. **Over-limit Amount:** The difference between the Card Account balance and the Card Limit when the Card Account's outstanding balance exceeds the Card Limit; or the difference between the balance of all Card Accounts and the Credit Limit if multiple Card Accounts share the same Credit Limit.
- 1.32. **Card Transaction:** The use of the Card to perform payment, cash withdrawal, and other services provided by OCB and the Card Payment Organization in accordance with the law.
- 1.33. **Online Card Transaction:** The use of the Card to pay for goods/services directly on websites of Merchants connected to OCB's online payment system.
- 1.34. **Goods/Service Payment Transaction:** The use of the Card to pay for goods and/or services.
- 1.35. **Cash Withdrawal Transaction:** The use of the Card to withdraw cash at an ATM or transaction office of OCB or other credit institutions.
- 1.36. **MOTO Payment:** A card payment method defined by international card organizations whereby the Cardholder makes payment via telephone call or email to the Merchant without a face-to-face meeting.
- 1.37. **Transaction Notice:** A document in paper or electronic format detailing, but not limited to, Card Transactions, refunds, payment transactions, reward transactions from promotions (if any), installment conversion transactions, interest, and fees arising from the use of the Card by the Cardholder, and any adjustment entries (if any) during the statement period.
- 1.38. **Transaction Statement Date:** The date OCB generates the Transaction Notice for the Cardholder.
- 1.39. **Transaction Receipt:** A document confirming the Card Transactions made by the Cardholder at the Merchant.
- 1.40. **Easy Payment Transaction:** A transaction where the Cardholder uses the Card to pay

for goods/services through POS without needing to sign the receipt. Easy Payment Transactions only apply to certain types of Merchants and when the transaction amount is below a certain value as regulated by the International Card Organization from time to time.

- 1.41. **Transaction Amount:** The amount the Cardholder performs in the Card Transaction.
- 1.42. **Converted Transaction Amount:** The Transaction Amount converted into Vietnamese Dong (VND) at the exchange rate of the International Card Organizations or OCB.
- 1.43. **Debit Amount:** The Transaction Amount (excluding deposit transactions) including the Converted Transaction Amount, fees regulated by OCB, the International Card Organizations (if any), and any surcharges (if any) debited to the Card Account.
- 1.44. **End-of-Period Debt:** The total amount the Cardholder has not paid and still owes at the end of each period related to the Card Account(s), including the Transaction Amount, fees, interest, and other costs arising from the use of the Card as listed in the Transaction Notice.
- 1.45. **Current Outstanding Balance:** The total amount the Cardholder has not paid and still owes at any time related to the Card Account(s), including the Transaction Amount, fees, interest, and other costs arising from the use of the Card.
- 1.46. **Minimum Payment Amount:** The amount specified in the Transaction Notice that the Cardholder is responsible for paying to OCB.
- 1.47. **Payment Due Date:** The latest date the Cardholder must pay the Minimum Payment Amount to avoid the "Minimum Payment Shortfall Fee". The Payment Due Date is stated on the Transaction Notice.
- 1.48. **Cycle:** The period calculated from the day after the previous statement date to the end of the current statement date.
- 1.49. **Past Due Date:** The date of the 5th statement cycle when the Cardholder has not paid or has underpaid the Minimum Payment Amount for the 4 consecutive preceding cycles.
- 1.50. **Temporary Card Suspension:** The action taken by OCB to temporarily block the Card on the system, resulting in the Cardholder being temporarily unable to use the Card.
- 1.51. **Ebanking:** The system of electronic means OCB uses to communicate with the Cardholder and through which OCB provides banking products and services to the Cardholder, including but not limited to the OCB OMNI application and website <https://omni.ocb.com.vn> (hereinafter referred to as the "OCB OMNI application/website").
- 1.52. **Card Services:** Services and features related to the Card provided by OCB to meet the Cardholder's needs.
- 1.53. **Security Agreement:** Includes mortgage agreements, pledge agreements, guarantee agreements, deposit agreements, or any other document or agreement relating to

securing the repayment obligations of the Cardholder to OCB.

- 1.54. **Security Provider:** The party that uses their property or rights to land, creditworthiness, or commitment to secure the fulfillment of civil obligations to OCB, including the guarantor, pledger, mortgagor, depositor, or any other individual or organization identified as the security provider according to legal regulations and the agreements between the parties involved.
- 1.55. **24/7 Customer Service Center:** A unit under OCB that supports and receives requests from the Cardholder via phone related to Card Services.
- 1.56. **Enterprise:** A company established under Vietnamese law (excluding sole proprietorships) that has a credit relationship with OCB.

## **ARTICLE 2. CREDIT LIMIT, CARD LIMIT, TRANSACTION LIMITS**

- 2.1. Each Card issued will have a separate Card Limit that does not exceed the Credit Limit. If the Cardholder is issued more than one (01) Card or Card Account by OCB, the total maximum outstanding credit balance on all Cards or Card Accounts under any circumstances shall not exceed the Credit Limit.
- 2.2. The Cardholder may request OCB to consider increasing the Credit Limit or Card Limit at any time. OCB has full authority but is not obligated to increase the Credit Limit or Card Limit as requested by the Cardholder.
- 2.3. Depending on the risk assessment results related to the Card Account or based on information obtained by OCB, the Cardholder agrees that OCB has full authority to reduce the Card Limit to a level deemed appropriate without prior notice to the Cardholder unless required by law.
- 2.4. In the event that OCB proactively increases the Credit Limit or Card Limit for the Cardholder, OCB will notify the Cardholder using one of the methods specified in these Terms and Conditions. If OCB does not receive a written refusal from the Cardholder within 5 working days from the date the notice is sent, it will be understood that the Cardholder agrees to OCB's increase in the limit. The Cardholder shall be responsible for all related Card Transactions in accordance with these Terms and Conditions.
- 2.5. The transaction limits for goods/service payment, online card transactions, and cash withdrawal transactions are detailed in the OCB Card Transaction Limits.
- 2.6. The Cardholder agrees that the execution of any Card Transaction exceeding the Card Limit, Credit Limit, or transaction limit set forth is at OCB's discretion.
- 2.7. In the event the Cardholder uses the Card beyond the Card Limit and/or Credit Limit, the Cardholder must immediately repay the Over-limit Amount even if OCB does not issue a demand. If the Cardholder fails to promptly repay the Over-limit Amount, OCB has the right to temporarily suspend the use of the Card until the over-limit condition is resolved. Allowing a Card Transaction that exceeds the Card Limit and/or Credit Limit does not imply that OCB agrees to increase the Card Limit and/or Credit Limit.

### ARTICLE 3. SECURITY MEASURES

- 3.1. The use of security measures for the issuance and use of the Card will be agreed upon in writing between OCB, the Cardholder, and the Security Provider, and this document shall form an inseparable part of the Agreement.
- 3.2. In the event that the Cardholder's obligations are secured by multiple security measures, OCB has the right to choose any security measure for processing first to recover the debt.
- 3.3. Changing one or more security measures does not affect other security measures. Releasing/changing the security measure of one or more Security Providers does not affect the rights and obligations of the remaining Security Providers.
- 3.4. When the Cardholder requests a reduction in the Credit Limit secured by assets, OCB has the right to partially or fully release the collateral that is the account balance, savings book (if any) after the Cardholder repays the difference between the total outstanding Card debt (including Current Outstanding Balance and transaction fees blocked in the system that have not been debited to the Card Account (if any) up to the time of requesting the Credit Limit reduction) and the reduced Credit Limit.
- 3.5. The release of collateral will only be executed when all the following conditions are met:
  - a) The Cardholder has paid off the Current Outstanding Balance and transaction fees blocked in the system that have not been debited to the Card Account (if any) up to the time of the collateral release;
  - b) All claims (if any) related to the use of the Card have been resolved;
  - c) The Cardholder has completed all obligations related to the use of the Card with OCB.
- 3.6. In the event that OCB issues a Card without collateral, the Cardholder commits to:
  - a) Implement (the) security measures as required by OCB whenever OCB deems it necessary; and
  - b) Repay the debt early to OCB in case the Cardholder fails to implement the required security measures.
- 3.7. If the currency used to determine the value of the collateral/secured obligation differs from the currency in which OCB grants the Credit Limit to the Cardholder, and due to exchange rate or gold price fluctuations, the Credit Limit exceeds the collateral value or the maximum ratio agreed between OCB and the Security Provider, OCB has the right to:
  - a) Reduce the Credit Limit granted to the Cardholder to match the collateral value ratio previously agreed upon in the Security Agreement; or
  - b) Request the Cardholder to supplement the collateral; or

- c) Terminate the use of the Card by the Cardholder.
- 3.8. If the Security Provider uses the collateral to repay the Card debt, OCB has the right to convert the collateral at OCB's exchange rate/interest rate on the execution date if the collateral is not in Vietnamese Dong (VND) and accept any changes to the interest rate applied to the collateral due to this request. At the time of execution, if the collateral is a term deposit account or savings book, these assets will be automatically considered as non-term deposits.
- 3.9. The application of the foreign exchange rate/gold price conversion to determine the ratio between the Credit Limit and the collateral value is decided by OCB.

#### **ARTICLE 4. RENEWAL OF CARDS**

- 4.1. OCB will review and decide on the periodic renewal or the Cardholder's request for card renewal in writing. The Cardholder may continue to use the old card that has not yet expired until receiving the new card.
- 4.2. OCB reserves the right to proactively decide and issue a new card to replace the card that OCB has stopped issuing when the card is due for renewal without any other written proposal or approval from the Cardholder. The Cardholder agrees that OCB has the right to evaluate, review, and proactively renew the card, issue a new card, and change the transaction limits of each Cardholder's Card. The Cardholder may continue to use the old card until it expires or until receiving the new card.
- 4.3. OCB has the right (but is not obliged) to notify about the issuance of a new card, card renewal, Credit Limit renewal, and change of transaction limits of each card by phone or other methods.
- 4.4. The Cardholder is not entitled to refuse any obligations arising from the card, dispute the card's validity, or declare the Agreement/Card Transaction invalid due to non-acceptance of the issuance of a new card, renewal of Credit Limit, card renewal, or change of transaction limits of each card. The Cardholder's receipt and use of the card, resulting in an outstanding card balance, is considered as the Cardholder's agreement to the issuance of a new card, renewal of the Credit Limit, card renewal, and change of transaction limits of each card.
- 4.5. The issuance of a new card or card renewal will not affect the Cardholder's responsibilities stipulated in these Terms and Conditions.

#### **ARTICLE 5. CARD USAGE PURPOSE**

- 5.1. The Cardholder may use the Card to conduct lawful payment transactions for goods and services, cash withdrawals as agreed between the Cardholder and OCB, and other transactions permitted under OCB's regulations and applicable laws; and shall not use the credit card to transfer funds (or credit) into payment accounts, debit cards, prepaid cards, or e-wallets
- 5.2. The Cardholder must use the Card for the purpose registered with OCB and in

compliance with Vietnamese law, including overseas transactions by Card. The Card must not be used for illegal transactions or transactions that violate OCB's regulations.

## ARTICLE 6. CARD AND PIN MANAGEMENT

- 6.1. For Physical Credit Card products, the Cardholder understands and agrees that OCB will deliver the Card to the Cardholder (including cases such as card renewal, new card issuance, and additional card issuance) using any delivery method to the correct recipient information registered and/or provided by the Cardholder to OCB, which OCB deems safe and reliable. The Cardholder signs to confirm receipt of the Card on the document specified by OCB for each delivery method.
- 6.2. If OCB delivers the Card directly to the Cardholder at a specific address, OCB will identify the Cardholder through certain personal information of the Cardholder and information on the Card as required by OCB. OCB shall be exempt from any responsibility for delivering the Card to the Cardholder when the received identification information is accurate and complete.
- 6.3. The Cardholder must promptly notify OCB of any changes to the address registered/provided to OCB. If the Cardholder fails to promptly notify and results in damages arising from OCB delivering the Card and/or PIN to the registered/provided address, the Cardholder shall be responsible for such damages.
- 6.4. If the Cardholder does not receive the Card from OCB, the Cardholder shall actively contact OCB to receive the Card within 90 days from the date of card issuance as notified by OCB. After this period, OCB will process the unreceived Card according to OCB's card processing procedure. After the card has been processed, if the Cardholder wishes to receive a new Card, the Cardholder will bear the related reissue fees.
- 6.5. The Cardholder must sign on the back of the Card immediately upon receipt. The Cardholder shall not permit any other person to use the Card and shall at all times safeguard, preserve, and maintain the confidentiality of all Card information, including but not limited to the PIN, any other cardholder authentication codes, Card details, and transaction information, and shall not disclose any Card information to any third party.
- 6.6. The Cardholder is required to set a PIN on the OCB OMNI application/website before performing any Card Transactions that require a PIN.
- 6.7. In the event the Card is lost, stolen, misused, or the Card information is exposed (collectively referred to as "Card Misuse"), the Cardholder must:
  - a) Notify and request OCB to block the card via the 24/7 Customer Service Center at 1900 1846 or the Cardholder proactively block the Card on the OCB OMNI application/website.
  - b) Provide information regarding the time and place of the incident to assist OCB in verifying, investigating, and handling the Card Misuse case.

- 6.8. The Cardholder shall be responsible for all the card features and services that OCB has provided for the Card, as well as for all Card Transactions conducted by the Cardholder (whether voluntarily or involuntarily), along with all related fees as stipulated in these Terms and Conditions and the OCB Card Service Fee Schedule.
- 6.9. Until the time when OCB blocks the Card following the legal notice from the Cardholder regarding the Card being misused, the Cardholder shall be fully responsible and compensate for damages, as well as pay all costs arising related to the misuse of the Card.
- 6.10. OCB will review and decide on reissuing the Card when the Cardholder submits a written request for Card reissuance to OCB. Upon reissuance, the Cardholder must pay the Card Reissuance Fee according to the OCB Card Service Fee Schedule. If the Cardholder finds the Card that was previously reported lost to OCB, the Cardholder is not allowed to use that Card and must actively destroy the Card to prevent it from being used.
- 6.11. If the Card is retained or jammed due to a technical error at an ATM or card acceptance device of other banks, the Cardholder must follow the procedure to replace the Card and reset the PIN. The replacement of the Card shall not affect the Cardholder's responsibilities as stipulated in these Terms and Conditions.
- 6.12. When the Card is replaced, reissued, converted, or canceled, OCB will not reclaim the old Card. The Cardholder is obligated to destroy the Card themselves in the following cases:
  - a) When the Cardholder requests or notifies OCB of the Card cancellation. The Card's validity will terminate from the time OCB confirms with the Cardholder through any means, including SMS, email, etc., that the Card has been canceled.
  - b) When the Cardholder requests OCB to replace, reissue, or convert the Card and OCB agrees to issue a new Card. In cases where the Cardholder requests a Card replacement without a change in the Card number, the Cardholder is responsible for all Card Transactions if they do not proactively destroy the Card.
  - c) When OCB notifies the Cardholder of the Card cancellation and termination of the Card's validity for any reason, including as required by a competent state agency, by law, by professional or technical requirements related to the Card, or for other reasons as agreed between OCB and the Cardholder or by OCB's internal regulations in accordance with the law, the Card's validity shall terminate from the time OCB notifies the Cardholder of the cancellation and termination of the Card's validity.
  - d) The Cardholder is responsible for all transactions related to the canceled Card that occur before OCB terminates the Card's validity, including Card Transactions that occur in cases where the Card has been physically destroyed. In the case of a lost

Card, the Cardholder is still responsible for complying with the terms of these Terms and Conditions.

- 6.13. For non-physical credit card products, the Cardholder understands and agrees that OCB will not issue a physical Card to the Cardholder. The Cardholder remains responsible for managing the Card and PIN in accordance with the provisions of this Article.

## **ARTICLE 7. SUPPLEMENTARY CARD**

- 7.1. If OCB issues a Supplementary Card at the joint request of the Primary Cardholder and the Supplementary Cardholder, the Supplementary Cardholder shall be bound by these Terms and Conditions and shall be responsible for the use of the Card. The invalidity, unenforceability, or waiver of responsibility of the Primary Cardholder does not eliminate the responsibility of the Supplementary Cardholder(s) and vice versa.
- 7.2. For non-physical credit card products, OCB does not issue Supplementary Cards even if requested by the Primary Cardholder.
- 7.3. Within the Card Limit granted by OCB to the Primary Cardholder, and based on OCB's approval, the Supplementary Cardholder(s) are permitted to use the Card to perform transactions within the Card Limit registered by the Primary Cardholder for the Supplementary Cardholder. By registering the limit for the Supplementary Cardholder, the Primary Cardholder agrees that the limit for the Supplementary Card will be automatically renewed at each Transaction Statement cycle.
- 7.4. The validity period of a Supplementary Card depends on that of the Primary Card. If the Primary Card expires, the Supplementary Card shall also expire accordingly.
- 7.5. In necessary cases, as determined and decided by OCB, the Supplementary Cardholder(s) have the right to request OCB to terminate the use of the Supplementary Card.
- 7.6. By agreeing to the Supplementary Cardholder's use of the Card, the Primary Cardholder consents to the Supplementary Cardholder registering and using Card Services on the Card (including installment payment services for that Supplementary Cardholder).

## **ARTICLE 8. CARD TRANSACTIONS**

- 8.1. Cash advances shall include all cash amounts withdrawn from the Card Account, including but not limited to any funds withdrawn from any source that has been previously transferred or credited to the Card Account. Cash advances are subject to a cash advance fee for each withdrawal from an ATM or other cash withdrawal method. The fees (as specified in the Credit Card Fee Schedule published on the OCB website) will be applied by OCB to each cash advance from the time of the advance until the full repayment of all cash advances.
- 8.2. OCB bears no responsibility for any refusal by the Merchant. OCB also assumes no responsibility for any goods or services provided to the Cardholder in any manner. The Cardholder's claims against the Merchant do not relieve the Cardholder from their

obligations to OCB under these Terms and Conditions. Specifically, the establishment, modification, or termination of any direct debit authorization requirements for any regular payments charged to the Card Account shall be at OCB's discretion, and OCB reserves the right not to establish, modify, or terminate any agreements in the event of a dispute between the Cardholder and the Merchant.

- 8.3. Card Transactions will only be reflected on the Transaction Statement when information about these transactions is received by OCB from the Merchants, which is usually after the date the Cardholder conducts the Card Transaction. Therefore, there may be a discrepancy between the actual transaction date and the date recorded in the banking system (the date when the Card Transaction is reflected on the Transaction Statement).
- 8.4. In cases where a Card Transaction requires the accurate provision of a PIN, OTP, personal information, or Card information, the accurate provision of these details will be sufficient for OCB to determine that the Card Transaction is legitimate and performed by the Cardholder.
- 8.5. OCB will refuse any Card Transaction if, in its judgment and understanding, it believes that the Card Transaction does not comply with the laws of Vietnam.
- 8.6. The Cardholder fully understands and acknowledges that if the Cardholder conducts Card Transactions without safeguarding Card information, the Cardholder's Card may be exploited for transactions that do not require the physical Card (e.g., transactions conducted via phone calls, emails to Merchants, or online transactions). The Cardholder fully accepts and agrees to bear all risks and losses arising from such Card Transactions.

## ARTICLE 9. FEES AND INTERESTS

### 9.1. Fees

- a) **Issuance Fee:** This is the fee that the Cardholder must pay when applying for the issuance of the Card based on the Contract and as accepted by OCB.
- b) **Annual Fee:** This fee is for maintaining the Card. In the first year, the annual fee is charged in the month when the card activation event occurs. From the second year onward, the annual fee is charged periodically in the billing cycle of the month corresponding to the card issuance month, regardless of the card activation event.
- c) **PIN Reissuance Fee:** This fee is incurred when the Cardholder requests a new PIN.
- d) **Card Reissuance Fee:** This fee is incurred when the Cardholder requests a replacement or reissuance of the Card before the Card's expiration date.
- e) **Card/PIN Delivery Fee:** This fee is for delivering the Card/PIN to the address requested by the Cardholder.
- f) **Transaction Statement Delivery Fee:** This fee is incurred when the Cardholder requests OCB to send the Transaction Statement.

- g) **Transaction Statement Copy Fee:** This fee is incurred when the Cardholder requests a copy of the Transaction Statement.
- h) **SMS Banking Service Fee:** This fee is incurred when the Cardholder registers to receive SMS notifications for card transactions via mobile phone.
- i) **Credit Limit Adjustment Fee:** This fee is incurred when the Cardholder requests an increase or decrease in the Card Limit.
- j) **Over-limit Fee:** This fee is incurred when the outstanding balance of the Card Account exceeds the Card Limit or Credit Limit.
- k) **Credit Limit Management Fee:** This fee is incurred when the Cardholder requests the issuance of a new card or adjusts the existing card limit to a higher limit than the maximum limit allowed by the product.
- l) **Minimum Payment Shortfall Fee:** This fee is incurred when the Cardholder does not pay or underpays the Minimum Payment Amount by the Payment Due Date.
- m) **Foreign Currency Conversion and Processing Fee:** This fee is incurred when the Cardholder conducts transactions in currencies other than VND and is calculated based on the converted transaction amount on the date the transaction is debited/credited to the Card Account. This fee is included in the converted transaction amount and is debited/credited to the Card Account.
- n) **Foreign Exchange Rate Fluctuation Provision (applicable for non-VND transactions):** This fee is calculated based on the converted transaction amount on the date the transaction is debited/credited to the Card Account. This fee is included in the converted transaction amount and is debited/credited to the Card Account.
- o) **Foreign Transaction Processing Fee (applicable for VND transactions):** This fee is calculated based on the transaction amount in VND at merchants with a country code other than Vietnam (for JCB cards) or at acquirer merchants with a country code other than Vietnam (for Mastercard). This fee is included in the transaction amount and is debited/credited to the Card Account.
- p) **Mastercard MoneySend Fee:** This fee is incurred when the Mastercard Cardholder receives funds through direct crediting to the Mastercard Card Account at OCB (receiving funds either domestically or internationally).
- q) **Cash Advance Fee (or Cash Withdrawal Fee):** This fee is incurred when the Cardholder performs a cash advance transaction and is calculated based on the debited amount of the cash advance transaction.
- r) **Confirmation Fee upon Cardholder's Request:** This fee is incurred when the Cardholder requests confirmation of information about the Card Limit, Card Account status, and other card-related information.

- s) **Transaction Receipt Copy Fee:** This fee is incurred when the Cardholder requests a copy of the transaction receipt, excluding receipts already received at the Merchant (excluding receipts for Easy Payment transactions).
- t) **Early Termination Fee within 12 Months of Issuance:** This fee is incurred when the Cardholder requests OCB to terminate the Card within 12 months from the date of issuance (new issuance/reissuance) of the Card to the date OCB receives the Cardholder's termination request.
- u) **Installment Transaction Conversion Fee:** This fee is incurred when the Cardholder successfully registers for installment transactions during the installment period as regulated by OCB from time to time.
- v) **Transaction Review Fee:** In the event that a transaction arising from the Customer's Card is deemed by OCB to show signs of non-compliance with the regulations on the use and payment of credit cards, based on criteria prescribed by OCB from time to time, OCB reserves the right to request the Customer to provide sufficient documents/evidence for verifying the validity of the transaction. If OCB does not receive such documents/evidence within the prescribed timeframe, or if the documents/evidence provided by the Customer are deemed unsatisfactory, OCB shall be entitled to charge a transaction review fee in accordance with the applicable Card Service Fee Schedule at the time of the transaction.
- w) **Excessive Spending Fee by Merchant Category:** For designated merchant category codes (MCCs) as specified in OCB's prevailing Fee Schedule, total monthly spending within a calendar month must not exceed 90% of the approved credit limit (the "Maximum Allowable Spending by Merchant Category"). If the Cardholder exceeds this threshold for three (03) consecutive months, an Excessive Spending Fee by Merchant Category shall be imposed. Thereafter, for any subsequent individual month in which the Cardholder continues to exceed the Maximum Allowable Spending by Merchant Category, the fee shall be charged in the next billing cycle. This fee is applicable to all OCB-issued credit cards with a credit limit from VND 50 million or higher.
- x) **Other Fees:** These are fees notified by OCB from time to time as stipulated in these Terms and Conditions.

In addition to the fees specified in Article 9.1 above, OCB reserves the right to charge service fees/administrative fees for any requests, services, or additional benefits provided by OCB at the Cardholder's request arising during the use of the Card.

All Card Transactions conducted in currencies other than Vietnamese Dong (VND) will be debited/credited to the Card Account after conversion to Vietnamese Dong (VND) at the time the Card Transaction is debited/credited to the Card Account. For Card Transactions conducted at OCB's Merchant Acceptance Points, the conversion rate applied is OCB's transfer selling rate. For Card Transactions conducted at non-OCB

Merchant Acceptance Points, the conversion rate applied is the rate of the International Card Organization.

## 9.2. Interest and Interest Calculation Principles

### a) Interest:

Interest is accrued daily and calculated using the following formula:

$$\text{Daily Interest} = \frac{\text{Principal Outstanding Balance} \times \text{Applicable Interest Rate}}{365}$$

The interest amount for the interest calculation period = the sum of the daily interest amounts for all days within that period.

In which:

- Principal Outstanding Balance: The outstanding balance of the transaction for goods and services, cash advances, and any service fees accrued at the end of each day.
- Applicable Interest Rate: The interest rate applicable to each card type as specified in the OCB Credit Card Fee Schedule. The applicable interest rate is expressed as an annual percentage rate based on a 365-day year.

### b) Interest Calculation Principles

- Goods and Services Payment Transactions:
  - If the Cardholder has no outstanding balance at the start of the billing cycle and pays the full outstanding balance by the Payment Due Date as stated in the Transaction Statement, OCB will waive interest for all transactions made during that billing cycle.
  - If the Cardholder has an outstanding balance at the start of the billing cycle or does not pay the full outstanding balance by the Payment Due Date (including instances where only the minimum payment amount is paid), OCB will calculate interest on all transactions from the date they are successfully debited to the Card Account until the day immediately before the payment is made. Any remaining unpaid balance will continue to accrue interest and will be reflected in the subsequent Transaction Statement.
- Cash Advance Transactions: OCB will calculate interest from the date the cash advance transaction is successfully debited to the Card Account until the day immediately before the payment is made (regardless of the Transaction Statement date or Payment Due Date). If the Cardholder does not fully repay the outstanding balance or only partially repays it (including interest and fees) within the billing cycle, the remaining balance will continue to accrue interest until fully repaid and will be reflected in subsequent Transaction Statements.

### c) Overdue Interest Rate

In the event of overdue debt, the Cardholder must pay interest on the overdue principal balance for the period of delayed payment. The interest rate applied will be in accordance with OCB's regulations at the time but will not exceed 150% of the current interest rate applicable to the overdue principal balance at the time of transitioning to overdue status.

- 9.3. OCB will not refund any fees or interest to the Cardholder unless the refund is due to OCB's error and in accordance with the law.
- 9.4. All Card Transaction amounts, fees, and interest accrued during the billing cycle are added to the outstanding balance for the next billing cycle. OCB reserves the right to debit the Card Account, regardless of whether the outstanding balance exceeds the Card Limit.
- 9.5. The detailed fee schedule and interest rates are specified in the OCB Credit Card Fee Schedule.
- 9.6. If there are changes to the OCB Credit Card Fee Schedule, OCB will notify the Cardholder through one of the methods stipulated in these Terms and Conditions at least 07 (seven) days before the new fee schedule takes effect. The Cardholder is responsible for making full payments in accordance with the effective OCB Credit Card Fee Schedule

## ARTICLE 10. TRANSACTION STATEMENT

- 10.1. Monthly, a Transaction Statement will be issued on the statement date and sent to the Cardholder, detailing (i) the closing balance, (ii) the minimum payment amount, and (iii) the payment due date. If no transactions occur during the billing cycle, no Transaction Statement will be sent for that month, and any transactions occurring after the statement date will be reflected in the following month's Transaction Statement.
- 10.2. OCB reserves the right to send the Transaction Statement in any form deemed appropriate, including: (i) an electronic Transaction Statement for Cardholders registered for Ebanking services, or a PDF Transaction Statement sent to the email registered with OCB; (ii) a summary notification of the payment due amount via SMS; or (iii) other forms as notified to the Cardholder by OCB in accordance with these Terms and Conditions.
- 10.3. Failure to receive or delayed receipt of the Transaction Statement does not exempt the Cardholder from any payment obligations, and the Cardholder is still required to pay the minimum payment amount on or before the payment due date to avoid the Minimum Payment Shortfall Fee.

## ARTICLE 11. PAYMENT

### 11.1. Payment Methods

- a) The Cardholder may make payments using the following methods:
  - (i) Cash deposits at OCB Branches/Transaction Offices;

- (ii) Bank transfers at OCB Branches/Transaction Offices or via Ebanking;
- (iii) Bank transfers from other banks (Centralized Interbank Transfer Accounting System - CITAD);
- (iv) Transfers at OCB ATMs using an OCB debit card;
- (v) Automatic debit registration using a payment account at OCB.

b) Payment is considered complete only when OCB receives the credited amount into the Card Account. The time when the funds are posted to the Card Account is determined as follows:

- (i) Payment via Ebanking: If the transaction is made before 19:30, the system will credit the Card Account on the same day.
- (ii) Payment via bank transfer from another bank to OCB: If the transaction is made and OCB receives the credited amount before 16:00 (Monday to Friday), the system will credit the Card Account on the same day.
- (iii) Payment at OCB Branches/Transaction Offices: If the transaction is made during the business hours of the OCB Branch/Transaction Office, the system will credit the Card Account on the same day.
- (iv) Transfer at OCB ATMs using an OCB debit card: If the transaction is made before 19:30, the system will credit the Card Account on the same day.
- (v) For Cardholders registered for automatic debit service using a payment account at OCB: The registered payment account must have sufficient funds to cover the Minimum Payment (Min) or the Closing Balance (Full) (as per the Cardholder's registration) before 17:00 on the Payment Due Date (Monday to Friday) for the system to successfully process the debit.
- (vi) Payments made outside the specified times in points (i), (ii), (iii), and (iv) above will be processed on the next day.

c) OCB recommends that the Cardholder make payments before or by the Payment Due Date. If the Cardholder fails to pay the Minimum Payment or pays the Minimum Payment after the Payment Due Date, a Minimum Payment Shortfall Fee will be charged, and this may negatively affect the Cardholder's future credit.

11.2. Each month, if the Cardholder has registered for automatic debit, OCB will automatically debit the payment account opened at OCB to pay for Card Transactions (including the outstanding balance, interest, fees, and other amounts payable as stipulated).

11.3. Registration/cancellation/change of the payment ratio will be effective for the current billing cycle's Transaction Statement if the Cardholder registers/cancels/changes the payment/debit method before OCB processes the debit from the payment account. After this time, the new payment ratio registration will be applied to the next billing cycle.

- 11.4. At the time of debiting the payment account, the system will base the debit on the available balance in the registered payment account and will not debit from the overdraft limit on accounts with linked overdraft limits. If the payment account does not have sufficient available balance at the time of temporary lock for debiting, the Cardholder must actively pay the remaining balance through other payment methods specified in Article 11.1.b) to avoid interest/fees. OCB reserves the right to debit the payment account at any time on the Payment Due Date. The Cardholder must ensure that sufficient funds are maintained in the payment account during this period.
- 11.5. If the Payment Due Date falls on a weekend (Saturday, Sunday, holiday), the Payment Due Date will be the working day immediately preceding the weekend/holiday.
- 11.6. OCB is not responsible for any fees and/or interest accrued on the Card Account (if any) due to the payment account's insufficient available balance at the time OCB processes the debit.
- 11.7. All amounts transferred or credited to the Card Account will be used by OCB to reduce the current outstanding balance in the Card Account (if any). If the amount exceeds the outstanding balance, the remaining balance will be treated as a credit balance and will be applied to future Card Transactions when those transactions are debited to the Card Account, or OCB may (but is not obligated to) use it to reduce the outstanding balance in other Card Accounts of the Cardholder (if any).

11.8. Payment Priority Order

a) In-time debt

The outstanding balance will be settled in the following order of priority:

- (i) Installment conversion transactions
- (ii) Fees billed but unpaid from the previous statement period;;
- (iii) Fees billed in the current statement period
- (iv) Interest billed but unpaid from the previous statement period;
- (v) Interest billed in the current statement period;
- (vi) Cash advance transactions billed but unpaid from the previous statement period;
- (vii) Cash advance transactions billed in the current statement period;
- (viii) Purchase transactions billed but unpaid from the previous statement period;
- (ix) Purchase transactions billed in the current statement period;
- (x) Fees not yet billed;
- (xi) Cash advance transactions not yet billed;
- (xii) Purchase transactions not yet billed.

b) Overdue debt

The outstanding balance will be paid according to the following priority order:

- (i) Cash advance transactions;
- (ii) Payment transactions;
- (iii) Fees;
- (iv) Interest.

11.9. If the Cardholder can no longer use the Card due to the Card expiring and/or for any other reason, the Cardholder must still fulfill the payment obligations as stipulated in these Terms and Conditions, the Transaction Statement, and other commitments and documents (if any) until the entire outstanding balance, interest, fees, and other amounts payable are fully settled, unless otherwise notified by OCB.

11.10. If the Cardholder makes a payment using the methods specified in Article 11.1 of these Terms and Conditions with an amount greater than the amount required to be paid according to the Transaction Statement, the Cardholder agrees that the remaining amount after OCB has collected the debt will be managed and used by OCB to pay for future outstanding balances in subsequent billing cycles, and this amount will not earn interest, or OCB may (but is not obligated to) use it to reduce the outstanding balance in other Card Accounts of the Cardholder (if any).

11.11. If OCB receives a complaint from the Cardholder within the prescribed time limit and is in the process of resolving the complaint, the Cardholder is still required to pay for the disputed Card Transactions.

11.12. Once the complaint has been resolved, OCB will adjust the disputed Card Transactions in accordance with OCB's regulations, Vietnamese law, international practices, and the regulations of the International Card Organizations, including any related interest and fees for the correct disputed Card Transactions (if any).

11.13. In the event of an incorrect or late Card Transaction dispute, the Cardholder is responsible for paying all disputed Card Transactions and any related interest and fees (if any).

## **ARTICLE 12. PROHIBITED ACTS WHEN USING THE CARD**

12.1. Creating, using, transferring, and circulating counterfeit Cards.

12.2. Performing, organizing, or facilitating others to perform fraudulent, forged Card transactions; conducting fake payment transactions at Merchants (where no actual sale of goods and/or provision of services occurs).

12.3. Stealing, conspiring to steal Card information; unlawfully disclosing and providing Card, Cardholder, and Card transaction information in violation of the law.

- 12.4. Illegally accessing or attempting to access, destroying the programs or databases of Card issuance, payment systems, Card switching, or electronic Card transaction clearing systems.
- 12.5. Using the Card to conduct transactions for money laundering, terrorist financing, fraud, and other illegal activities.
- 12.6. Buying, selling, renting, leasing Cards or Card information, or opening Cards on behalf of others.
- 12.7. Other acts as prescribed by law.

### **ARTICLE 13. CASES OF TEMPORARY CARD BLOCKING, REFUSAL TO PROCESS CARD PAYMENTS, AND TEMPORARY SUSPENSION OF CARD TRANSACTIONS**

OCB reserves the right to refuse card payments, temporarily suspend card transactions, or temporarily block the Card in the following cases:

- 13.1. Conducting card transactions that are prohibited as specified in Article 12 of these Terms and Conditions or in violation of the law.
- 13.2. Serving criminal investigation and prosecution as required by law or upon request from competent state authorities or International Card Organizations.
- 13.3. OCB suspects the Cardholder's transaction purposes or honesty, as per the legal regulations on anti-money laundering.
- 13.4. Card transactions are contrary to customary card usage, or based on OCB's evaluation and judgment, there is suspicion of Card fraud or transactions not being conducted by the Cardholder.
- 13.5. The Cardholder violates any contract, commitment, or agreement with OCB.
- 13.6. The Card has been reported by the Cardholder as lost, exposed, stolen, misused, or for any other reason as requested by the Cardholder.
- 13.7. The Cardholder's identification documents have expired or are no longer valid.
- 13.8. The Card has expired or has been blocked.
- 13.9. The limit is insufficient to cover the payment.
- 13.10. The Card has not been used for any transactions in the past 12 (twelve) months.
- 13.11. Failure to pay or insufficient payment of the Payment Due Amount for 02 (two) consecutive billing cycles.
- 13.12. The Cardholder has any overdue loans and/or Card accounts at OCB and/or other credit institutions and/or is at risk of default. Determining whether the Cardholder is at risk of default is at OCB's discretion.

13.13. The enterprise where the Cardholder works has any overdue loans at OCB and/or other credit institutions and/or is at risk of default. OCB's assessment of the enterprise's risk of default, which may impact the Cardholder's income and repayment ability to OCB, is at OCB's discretion.

13.14. Transactions have been incurred on the Card, however the Cardholder cannot be contacted using the contact information provided to the Bank.

13.15. Other cases as regulated by OCB and/or the law.

#### **ARTICLE 14. TEMPORARY SUSPENSION AND TERMINATION OF CARD USAGE**

14.1. OCB has the right to temporarily suspend or terminate the use of the Card in the following cases:

- a) The Cardholder has any overdue loans and/or Card Accounts at OCB and/or other credit institutions and/or is at risk of default. The determination of whether the Cardholder is at risk of default is at OCB's discretion.
- b) The enterprise where the Cardholder works has any overdue loans at OCB and/or other credit institutions and/or is at risk of default. OCB's assessment of the enterprise's risk of default, which may affect the Cardholder's income and repayment ability to OCB, is at OCB's discretion.
- c) The Card is involved in transactions showing abnormal signs, used for fraudulent purposes, or other illegal activities, as determined by OCB.
- d) The Card is related to cases of forgery, fraud, use of fake documents, or impersonation for card issuance, as determined by OCB.
- e) As required by law, OCB's regulations, International Card Organization's regulations, or by competent state authorities.
- f) OCB receives reliable information and determines that the Cardholder and/or the Guarantor and/or the legal representative or operator of the Guarantor organization is violating the law or is under investigation by competent state authorities for suspected violations of the law, or is being prosecuted/tried for criminal offenses.
- g) OCB receives reliable information and determines that the Cardholder and/or the Guarantor is an individual who has lost or is restricted in civil capacity, or the Guarantor organization is dissolved, bankrupt, revoked, terminated, split, merged, consolidated, converted, or has a change of ownership.
- h) The Cardholder violates the terms and conditions of the Contract or any agreement, commitment, or arrangement with OCB.
- i) OCB receives reliable information and determines that the Cardholder and/or the Guarantor is deceased without an heir accepted by OCB.
- j) The Guarantor requests the termination of the Cardholder's card usage after all obligations under these Terms and Conditions have been fulfilled by the Cardholder.

- k) The Card remains unactivated for 11 (eleven) months from the date of issuance.
- l) The Card is temporarily blocked for 03 (three) consecutive months up to the time OCB decides to terminate the card usage prematurely.
- m) The Card shows signs of violating transaction regulations with partners, affecting OCB's reputation/rights, as determined by OCB.
- n) The Card shows signs of violating transaction information security regulations, and OCB determines that terminating the Card is necessary to ensure transaction security.
- o) Changes in foreign exchange rates/gold prices cause the Credit Limit to exceed the collateral value/the value of the secured obligation when the currency used to determine the collateral value/the secured obligation differs from the currency of the Credit Limit.
- p) The collateral value decreases as determined by OCB, or other changes occur to the collateral that may risk its management or liquidation, as determined by OCB.
- q) The Card was issued to a Cardholder who is an OCB employee and is no longer eligible to continue using the card after leaving OCB.
- r) In cases where OCB unilaterally suspends or terminates the Card usage, within the scope permitted by law, OCB will notify the Cardholder at least 03 (three) business days in advance.
- s) In the event of force majeure as defined in Article 16.1 of these Terms and Conditions.
- t) In any other case deemed necessary by OCB in compliance with the law

14.2. When the Card is temporarily suspended as stated in Article 14.1 above, at the Cardholder's request, the Cardholder agrees that OCB has the right to decide whether to terminate or continue the temporary suspension of the Card based on the Cardholder meeting OCB's requirements.

14.3. The Cardholder has the right to request suspension or termination of card use in writing or through OCB's 24/7 Customer Service Center hotline. Such request will only be processed after the Cardholder has fulfilled all financial obligations to OCB. The suspension or termination takes effect upon OCB's confirmation of the request.

14.4. The Primary Cardholder may unilaterally suspend or terminate the use of any Supplementary Card, but the Supplementary Cardholder cannot request the suspension or termination of the Primary Cardholder's or another Supplementary Cardholder's Card.

14.5. After the termination of the Card takes effect:

- a) OCB will not retrieve the old Card, and the Cardholder is responsible for destroying the old Card to prevent its use.

- b) The Cardholder remains responsible for paying all Card Transactions, fees, costs, penalties, and any damages incurred before, during, or after the termination of the Card (including costs and fees not yet reflected on the Card).
- c) The Cardholder's Credit Limit will be terminated, and the outstanding balance, including fees and interest on all Card Transactions, will be due immediately, and the Cardholder must pay without any notice or demand from OCB. After 45 (forty-five) days from the termination date, if the Cardholder does not fully settle the outstanding balance, OCB will convert the entire outstanding balance to overdue debt and take appropriate recovery measures per OCB's regulations and in compliance with the law.
- d) OCB will not bear any liability towards the Cardholder under or related to the Contract.

14.6. Any credit balance in the Card Account that OCB cannot return to the Cardholder according to the Cardholder's instructions in the Card Termination Request Form due to reasons attributable to the Cardholder, or if the Cardholder does not provide other valid written instructions to OCB within 06 (six) months from the Card termination date, will become OCB's property.

14.7. The temporary suspension or termination of the Card does not affect the validity of these Terms and Conditions and does not relieve the Cardholder of any obligations to OCB before or after the Card is suspended or terminated. OCB is not liable for any damage to the Cardholder's honor or reputation due to the temporary suspension or termination of the Card.

## **ARTICLE 15. TRANSFER TO OVERDUE DEBT, OVERDUE INTEREST CALCULATION, AND HANDLING MEASURES**

- 15.1. No later than the Payment Due Date, if the Cardholder does not pay or does not fully pay the Minimum Payment Amount, OCB will transfer the entire outstanding balance to overdue debt on the day following the Payment Due Date.
- 15.2. For amounts related to Card Transactions that have not been debited to the Card Account at the time of transferring to overdue debt, they will also be transferred to overdue debt, and the overdue interest rate will be applied when these amounts are debited to the Card Account.
- 15.3. After transferring to overdue debt, OCB has the right to terminate the Cardholder's Card usage and take measures as prescribed by OCB in compliance with the law to recover the debt (including the outstanding balance, regular interest, overdue interest, fees, and other payable amounts).
- 15.4. In cases where the collateral is a term deposit account or savings book, and OCB needs to liquidate the asset to recover the debt before the maturity date of the term deposit account or savings book, these assets will automatically be considered non-term

deposits.

## ARTICLE 16. FORCE MAJEURE EVENTS

16.1. A Force Majeure Event is an event that occurs objectively, cannot be foreseen, and cannot be overcome despite the affected party having taken all necessary and possible measures, including:

- a) War or declaration of war, invasion, military hostilities, coup, embargo, or any act of violence by any government or competent state authority.
- b) Power failure; malfunction/failure of ATM, POS, or any other equipment serving Card operations, data processing systems, or telecommunications/internet systems or information exchange services.
- c) Requisition, expropriation of assets as required by or ordered by competent state authorities.
- d) Nuclear leakage, toxic chemical incidents, or other environmental disasters leading to evacuation as required or ordered by competent state authorities.
- e) Earthquake, natural disaster, epidemic.
- f) National-level strikes affecting the operational field of the parties.
- g) Events directly affecting the liquidity safety of OCB or the Vietnamese banking system.
- h) Other force majeure events as agreed upon by OCB and the Cardholder, as prescribed by law or as determined by court rulings or competent state authorities.

To avoid misunderstanding, Force Majeure Events do not include purely financial difficulties or shortages in the daily, production, or business activities of any party.

16.2. When a Force Majeure Event occurs, the Cardholder and OCB will temporarily suspend the execution of the Contract. However, this suspension is not considered a breach by OCB and does not give rise to any compensation liability for OCB towards the Cardholder or any third party. After the Force Majeure Event ends, the Cardholder and OCB will continue to perform the contents of the Contract.

## ARTICLE 17. INQUIRY AND COMPLAINT HANDLING

17.1. The Cardholder must immediately notify OCB of any inquiry or complaint by:

- a) Contacting OCB's 24/7 Customer Service Center via the hotline 1900 1846; or
- b) Directly contacting OCB's Branches/Transaction Offices.

If the Cardholder requests an inquiry or complaint at OCB's Branches/Transaction Offices, the Cardholder must use OCB's Inquiry and Complaint Request Form.

If the Cardholder requests an inquiry or complaint through OCB's 24/7 Customer Service Center (via the hotline), the Cardholder must submit the Inquiry and Complaint Request

Form (using OCB's template) within 05 (five) business days from the date of the request made through the hotline.

If the Cardholder authorizes another person to request an inquiry or complaint, the Cardholder must follow the laws on authorization and OCB's regulations at the time.

- 17.2. The Cardholder must submit the inquiry or complaint request to OCB within 60 (sixty) days from the date of the disputed Card Transaction. Within 02 (two) days from the date of the inquiry/complaint request, the Cardholder must provide OCB with the Transaction Invoice or other relevant documents/information as proof.
- 17.3. The results of the inquiry/complaint will be notified to the Cardholder within 30 (thirty) business days for domestic credit cards and within 60 (sixty) business days for international credit cards from the date OCB receives the Cardholder's first valid inquiry/complaint request according to one of the methods specified in Article 17.1 of these Terms and Conditions.

If, after the aforementioned time limit, the cause or fault is still undetermined, within the next 15 (fifteen) business days (or within another time limit prescribed by law at the time), OCB and the Cardholder will agree on a handling plan. If OCB, the Cardholder, and related parties cannot reach an agreement and/or do not agree with the inquiry/complaint handling process, the dispute resolution will follow the provisions of the law.

If the Cardholder disagrees with OCB's inquiry/complaint resolution results, the Cardholder must respond to OCB within 02 (two) business days from the date OCB notifies the Cardholder of the results using one of the methods specified in Article 17.1 of these Terms and Conditions.

- 17.4. Within a maximum of 05 business days from the date of notifying the inquiry/complaint resolution results to the Cardholder, OCB will compensate the Cardholder according to the agreement and current legal regulations for losses not caused by the Cardholder and/or not due to force majeure events as agreed in this contract.
- 17.5. If the case shows signs of a crime under Vietnamese criminal procedure law (as reasonably assessed by OCB), OCB will notify/report to the competent state authorities as prescribed by Vietnamese law; simultaneously, OCB will notify the Cardholder in writing about the status of the inquiry/complaint handling. The handling of inquiry/complaint results in this case will fall under the responsibility of the competent state authorities. If the competent state authorities notify that the resolution result does not involve a crime, within 15 business days from the date of receiving the conclusion from the competent state authorities (or within another time limit prescribed by law at the time), OCB and the Cardholder will agree on a plan to handle the inquiry/complaint results.
- 17.6. For Card Transactions conducted through International Payment Organizations and/or International Card Organizations, OCB will handle inquiries/complaints according to the transaction regulations of the International Payment Organizations and/or International

Card Organizations. The Cardholder acknowledges and agrees that: in such cases, the inquiry/complaint handling procedures implemented by OCB and the inquiry/complaint resolution results will be bound by and subject to these regulations.

17.7. The Cardholder is responsible for presenting/surrendering the Card as requested by OCB for the purpose of inquiry/complaint handling according to these Terms and Conditions.

## **ARTICLE 18. RIGHTS AND OBLIGATIONS OF THE CARDHOLDER**

### **18.1. Rights of the Cardholder**

- a) Request OCB to provide card-related services as offered by OCB, in line with the agreements between OCB and the Cardholder.
- b) Be provided with periodic information about the Credit Limit, Card Limit, outstanding balance, and transactions related to Card usage as per OCB's regulations.
- c) Change the authentication method for the 3D Secure Service according to usage needs.
- d) Sue OCB in case OCB violates these Terms and Conditions as prescribed by law.
- e) Exercise other rights as provided by law and these Terms and Conditions.

### **18.2. Obligations of the Cardholder**

- a) Assume responsibility for any risks (if any) when requesting OCB to provide services related to Card usage by the Cardholder.
- b) Bear full responsibility for all successfully completed Card Transactions debited to the Card Account (e.g., online Card Transactions registered and using the 3D Secure Service, Card Transactions with/without PIN, online domestic credit card transactions) regardless of the number of transactions and transaction amounts as determined by OCB from time to time.
- c) Provide complete and accurate information and necessary documents as requested by OCB when the Cardholder requests OCB to issue the Card and during the Card usage process according to methods specified by OCB. The Cardholder is responsible for the accuracy of the information, documents, and materials provided to OCB.
- d) Comply with OCB's requirements when OCB verifies the Cardholder's information.
- e) Cooperate with OCB in investigating fraudulent transactions related to the Card by providing information related to the Card, Card usage, Card Transactions, and other necessary information to facilitate fraud investigations as requested by OCB.
- f) Pay the outstanding balance on time to OCB and fully settle the outstanding balance when canceling the Card.
- g) The Cardholder is responsible for notifying any third party of the new Card number

when OCB reissues or replaces the Card, and OCB will not be responsible for any consequences arising from transactions being declined due to using the old Card number.

- h) Bear all financial losses for Chip Card/Chip Contactless Card Transactions that the Cardholder deems to be fraudulent.
- i) In cases where the Cardholder and/or the Guarantor involve multiple entities, all these entities are jointly responsible for fulfilling the obligations committed to OCB under these Terms and Conditions, amendments, and supplements, as well as any other related commitments and documents (if any).
- j) Be solely responsible for resolving any disputes (if any) with Merchants.
- k) Comply with the agreements committed to in these Terms and Conditions, the Security Agreement (if any), amendments, supplements, other related commitments, and documents (if any), and fulfill other obligations as required by law.
- l) Not use a Card that the Cardholder has reported to OCB as lost, stolen, disputed, or under fraud investigation.
- m) The Cardholder activates the Card via the OCB OMNI application/website or is responsible for sending an SMS/calling OCB from the mobile number registered with OCB to request activation via SMS/call, except in cases where OCB automatically activates the Card based on the Cardholder's request or mutual agreement between OCB and the Cardholder. The Cardholder bears all risks that may arise from this process.
- n) The Cardholder must activate the Card through the OCB OMNI application/website or take responsibility for sending an SMS/calling OCB from the mobile phone number registered with OCB to request card activation via SMS/call, and the Cardholder is responsible for any risks that may arise.
- o) The Cardholder is responsible for safeguarding and ensuring the security of devices used to connect with OCB's system and conduct Card Transactions.
- p) The Cardholder expressly acknowledges the associated risks and agrees that:
  - When the Cardholder has agreed for OCB to authenticate all online transactions: OCB is fully entitled to authenticate any online transaction of any value using the EMV 3DS authentication method arising in Vietnam without sending an OTP password to the Cardholder. The Cardholder shall be fully responsible for all online transactions authenticated by OCB.
  - When the Cardholder has agreed for OCB to authenticate online transactions up to the requested threshold: OCB is fully entitled to authenticate online transactions using the EMV 3DS authentication method with a transaction value not exceeding the requested threshold, arising in Vietnam, without sending an OTP password to the Cardholder. The Cardholder shall be responsible for any

online transaction authenticated by OCB.

## ARTICLE 19. RIGHTS AND OBLIGATIONS OF OCB

### 19.1. Rights of OCB

- a) Agree or refuse to issue the Card (Primary Card and/or Supplementary Card) to the Cardholder, even if the Cardholder meets all the issuance conditions set by OCB.
- b) Request the Cardholder to provide complete and necessary information and documents to clarify the Card usage conditions when requesting OCB to issue the Card and during the Cardholder's use of the Card.
- c) Credit and/or debit the Card Account related to the implementation of these Terms and Conditions and/or for any reason to adjust/correct errors (if any) without prior notice to the Cardholder.
- d) Credit and/or debit the amounts of transactions automatically transmitted to the Card Account from the International Card Organizations' systems, regardless of the Cardholder's consent to the transaction.
- e) Block amounts in the Card Account or temporarily hold credits to the Card Account if there are unusual signs or suspected errors, invalid transactions, fraud, or violations of the law, as determined by OCB, to ensure the safety of the Cardholder's Card Account.
- f) Pre-block cash withdrawal fees for cash withdrawal transactions approved by OCB but not yet debited to the Card Account.
- g) OCB has the right (but not the obligation) to block transactions transmitted to OCB for authorization to execute the transaction.
- h) OCB is not responsible for any matters related to the delivery, quality of goods/services that the Cardholder pays for using the Card. Disputes between the Cardholder and the Merchant related to delivery, quality of goods/services do not affect the Cardholder's payment obligations to OCB.
- i) OCB is not responsible to the Cardholder for any executed Card Transactions, damages, or losses in the following cases:
  - The Merchant refuses to accept the Card, and the cause is not due to OCB's fault.
  - Malfunctions, defects, or breakdowns of ATMs of other banks or equipment in the card acceptance system.
  - Force Majeure Events or any event beyond OCB's control, or as a result of fraud or forgery.
  - Cardholder's fault during Card usage and/or the Cardholder violates these Terms and Conditions for any reason.

- The Cardholder does not proactively cancel the old Card when requesting OCB to replace/reissue/convert/cancel the Card.

j) OCB has the right to limit the number of transactions and/or transaction amounts in a day and change these values as notified by OCB from time to time.

k) OCB does not provide transaction invoices for Easy Payment Transactions.

l) OCB has the right to execute requests related to Card usage as requested by the Cardholder at ATMs/Ebanking/transaction counters and the 24/7 Customer Service Center according to OCB's regulations, which OCB believes are made by the Cardholder, and OCB will not be responsible for any damage resulting from executing or complying with the Cardholder's requests.

m) Automatically register the 3D Secure service for new/reissued/replacement Cards (that were not previously registered for 3D Secure) using the mobile phone number/email that the Cardholder registered in OCB's card system when the Cardholder performs the first transaction on websites with 3D Secure authentication.

n) OCB has the right (but not the obligation) to convert Chip Cards to Chip Contactless Cards for the Cardholder. If converting/replacing/reissuing a Chip Card to a Chip Contactless Card, the Cardholder must request the simultaneous conversion of both the Primary Card and any valid Supplementary Cards (if any), and the Cardholder must request OCB to perform the procedure to change to the new Card number using Chip Contactless technology.

o) OCB is not obligated to provide transaction invoices in cases where the Cardholder's payment transaction amount is lower than the amount specified by each International Card Organization from time to time.

p) If there are suspected fraudulent or improper transactions on the Card, OCB has the right to proactively cancel the registration of transaction limit packages without the Cardholder's consent.

q) The Cardholder agrees and/or authorizes OCB to:

- Block/deduct the balance in the deposit account, savings book, credit balance in the credit card account opened at OCB, and handle the collateral (if any) to pay for any or all outstanding debts without requiring prior confirmation or consent from the Cardholder. If OCB has deducted funds from the deposit account, savings book, credit balance in the credit card account, and handled the collateral but the amount is still insufficient to recover the debt, the Cardholder remains responsible for fully paying the remaining outstanding balance to OCB.
- Act on behalf of the Cardholder to sign any/all documents and perform any/all necessary actions to recover the debt from the Cardholder.

r) Place the Cardholder's name on the list of violators (or similar lists) maintained by OCB, any State agency, or other organizations.

- s) Take necessary measures to recover the debt, including calling/sending documents to any organization or individual to inform them of the Cardholder's violation and request support for investigation, verification, and/or litigation.
- t) OCB has the right to require the Cardholder and/or Guarantor to fulfill their obligations to OCB under the Contract, Security Agreement, amendments, and supplements, and any related commitments and documents (if any).
- u) Sue the Cardholder and/or Guarantor according to legal regulations if the Cardholder and/or Guarantor violate their obligations.
- v) OCB may block the Card/features on the Card if there are suspicions that the Card/Card information is compromised or being misused according to the phone number/email address agreed upon in these Card issuance and usage Terms and Conditions and phone calls from OCB.
- w) In cases where the Cardholder's card usage is suspended due to a violation of any terms of this Contract or legal regulations, depending on the assessment of the credit risks related to the Cardholder, OCB, at its sole discretion, may restore services to the Cardholder.
- x) Require the Cardholder to pay for Card Transactions and any interest, fees related to card issuance, usage, and payment.
- y) OCB has the right to contact the spouse/reference person listed by the Cardholder in the Contract to verify the Cardholder's card issuance request, notify them of the Cardholder's repayment schedule/obligations, and/or for other purposes in compliance with the law.
- z) OCB has the right to terminate all incentives (regarding fees, interest rates, etc.) currently applied to all Primary and Supplementary Cards from the time: (i) The Cardholder, who is an OCB employee, unilaterally terminates their labor contract or is disciplined with dismissal, or when the labor contract expires and the OCB employee does not agree to continue signing a new labor contract, or in other cases of labor contract termination according to Article 34 of the Labor Code No. 45/2019/QH14 and any amendments, supplements (if any); or (ii) The Cardholder no longer qualifies for incentives according to OCB's regulations from time to time, including but not limited to cases of priority customers, payroll customers, and students.

aa) Other rights as provided by law and these Terms and Conditions

## 19.2. Obligations of OCB

- a) Disclose information to the Cardholder about the fees, interest rates the Cardholder must pay, and other changes related to the Cardholder's Card usage.
- b) Comply with the agreements in these Terms and Conditions, amendments, and supplements, the Security Agreement, amendments, and supplements, other related

commitments, and documents (if any), and fulfill other obligations as required by law.

c) Retain records according to legal regulations.

## ARTICLE 20. GENERAL PROVISIONS

### 20.1. Change of Information

The Cardholder is responsible for immediately notifying OCB of any changes regarding the Cardholder and/or the Guarantor, such as income sources for debt repayment, disputes that may affect repayment, the status of collateral, contact/residential/workplace addresses, mobile phone numbers, email addresses, and information about the Cardholder's accounts at other financial institutions.

OCB will not be responsible for any damages resulting from the Cardholder's failure to notify or incomplete notification of changes in the above information.

### 20.2. Information/Notification Provision

a) OCB will send/notify information related to the Card, including but not limited to card issuance, account balances, transaction history, and adjustments related to fees, interest rates, limits, using the latest contact information registered by the Primary Cardholder/Supplementary Cardholder at OCB or through any other forms that OCB deems appropriate. The Cardholder is considered to have received full information as follows:

- On the day OCB sends the information, if sent via SMS, email, direct phone call, or on the OCB OMNI application/website or posted on OCB's official website.
- 03 (three) days from the date OCB sends the information by mail (based on the postmark).
- On the day OCB publicly announces the information through other methods.

b) The Cardholder has the right to request OCB to provide information about the Card Account balance, transaction history, and other necessary information related to Card usage by contacting the 24/7 Customer Service Center (hotline: 1900 1846) through the phone number the Cardholder registered with OCB in the Contract or the phone number that the Cardholder has registered to change with OCB in writing. Upon receiving the Cardholder's valid request, OCB will provide the information to the Cardholder in accordance with legal regulations.

### 20.3. Card Service Authorization

Authorization related to Card services must be: (a) executed at OCB's headquarters/business location and in accordance with OCB's regulations; or (b) certified by a competent State authority according to the law.

### 20.4. Call Recording

OCB has the right to record phone conversations/exchanges between OCB and the

Cardholder as evidence for card-related requests from the Cardholder, and as proof for resolving disputes between the parties (if any).

#### 20.5. Governing Law

- a) These Terms and Conditions are governed by and comply with Vietnamese law.
- b) During the implementation of these Terms and Conditions, if there is a dispute, the Parties will negotiate and reconcile. If the dispute cannot be resolved through negotiation, it will be resolved by a competent People's Court in Vietnam.
- c) If any one or more provisions or conditions of these Terms and Conditions, or any part of these Terms and Conditions, become invalid, null, or unenforceable under any applicable law, it will not affect the legality, validity, and enforceability of the remaining provisions and conditions of these Terms and Conditions.
- d) OCB's failure or delay in exercising its rights and obligations under these Terms and Conditions shall not be considered a waiver of part or all of OCB's rights and obligations unless OCB provides a written notice of such waiver.
- e) If the Cardholder does not notify OCB of a change in information according to these Terms and Conditions, in the event of a dispute, OCB has the right to request the Court to resolve and adjudicate in the absence of the Cardholder, and the Cardholder agrees to the Court's adjudication in their absence, even if the Cardholder's testimony is not obtained.
- f) If the Court orders the Cardholder to repay the debt, the Cardholder must bear the court fees as prescribed by law and cover all costs incurred by OCB during the litigation process, including travel expenses and attorney fees (in case an attorney is hired).

#### 20.6. Personal Information

- a) The Cardholder agrees that OCB has the right to use, store, disclose, transfer, compile, combine, collect, and provide third parties with information related to the Cardholder/Card/products, services related to the Card/Cardholder/Card Transactions for the following purposes:
  - (i) Providing products, services, and processing Card Transactions;
  - (ii) Expanding and adding value to the Cardholder's card usage or supporting OCB's operations and service improvements;
  - (iii) Promoting, offering exclusive privileges, and improving OCB's products and services;
  - (iv) Preventing fraud or legal violations, preventing money laundering, countering terrorism financing, as required by law or competent State authorities;
  - (v) Using as evidence in dispute resolution between OCB, the Cardholder, and

related parties;

- (vi) Debt recovery;
- (vii) Providing, searching, and using information from the Vietnam National Credit Information Center and credit information companies;
- (viii) Registering secured transactions;
- (ix) Supporting risk assessment, analysis, and control;
- (x) Other purposes as notified by OCB to the Cardholder, in compliance with legal regulations.

b) The Cardholder agrees that other organizations and individuals have the right to provide information about the Cardholder at OCB's request at any time that OCB deems necessary for the purposes specified in Article 20.6.(a).

c) If the Cardholder and/or the Guarantor fails to fulfill or improperly fulfills the debt repayment obligation, aside from taking measures to recover the debt according to regulations or these Terms and Conditions, the Cardholder agrees that OCB has the right to provide information to third parties related to the Cardholder, Guarantor about the Cardholder's and/or Guarantor's breach of the debt repayment obligation to recover the debt owed by the Cardholder to OCB.

20.7. The Cardholder agrees to allow the organization where the Cardholder works to deduct salary, bonuses, allowances, and other income (if any) to fulfill the debt repayment obligation at OCB's request, in accordance with these Terms and Conditions.

20.8. Language

- a) The primary language used in the Contract, Terms and Conditions, and related documents between OCB and the Cardholder is Vietnamese.
- b) If a foreign party is involved, the parties may agree to use a foreign language alongside the Vietnamese version. In case of content discrepancies between the Vietnamese version and the foreign language version, the Vietnamese version shall prevail.

20.9. Amendment, Supplement, and Replacement of Terms and Conditions

The Cardholder agrees that OCB has the right to amend, supplement, and replace these Terms and Conditions, provided that notice is given to the Cardholder before it takes effect through one of the methods specified in Article 20.2.

Within 05 (five) days from the date OCB notifies the Cardholder of amendments, supplements, or replacements to these Terms and Conditions, if the Cardholder does not agree with the changes made by OCB, the Cardholder must notify OCB to agree on terminating the card-related services. If OCB does not receive feedback from the Cardholder within 05 (five) days from the time of the above notification, or if the Cardholder continues to use the Card after the amendments, supplements, and

replacements to these Terms and Conditions take effect, it shall be deemed that the Cardholder accepts and agrees to comply with these Terms and Conditions with the changes.