

Credit Card Terms

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Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *credit card products*. **You must read it in conjunction with our General Terms and Conditions (which is published on the Bank's website at www.sc.com/vn/), the Card User guide, Fees and Charges and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our General Terms and Conditions, these terms prevail. These terms do not apply to any existing credit card products you have with us to the extent that they are subject to separate terms and conditions.

Key words

The meaning of key words printed *in Capitalisation like this* and other words used in our banking agreement is explained in our General Terms and Conditions. Some additional key words, which apply to the Products referred to in these terms, are explained at the end of these terms.

How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our Products, you should contact us at one of our branches, by calling our Client Care Centre at HCMC - (028) 3911 0000 or at Hanoi - (024) 3696 0000, or by visiting our website www.sc.com/vn/.

Standard Chartered is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our Products and services to be used directly or indirectly in countries that are subject to such sanctions. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website, and we will not be able to provide you with financial services if you are in these countries.

Inherent risks

You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks.

1 Choosing the Credit Card that is right for you

We offer a variety of *Credit Cards* designed to suit your personal banking needs. The particular types of *Credit Cards* we offer are set out in the product brochures. If you need us to explain any of the features of, or the terms applying to, any *Credit Cards*, please contact us (see contact details under "How to contact us" at the front of these terms). The Bank undertakes to comply with applicable regulations with respect to implementation of measures to ensure security and confidentiality in *Credit Card* use, and in the case of *Credit Card* loss or leakage of information.

2 The Credit Cards

Issue of Credit Cards

- 2.1.** We may issue a *Credit Card* to you and, if you ask, to each *Supplementary Cardholder*. You and each *Supplementary Cardholder* must be at least 16 years old.
- 2.2.** *Credit Card* shall be valid for the period specified on Card. The *Bank* will automatically renew the *Credit Card* for Vietnamese *Cardholder*. Provision on automatic renewal of card is not eligible to foreign national *Cardholders*. In order for the *Bank* to accept the card renewal, foreign national *Cardholders* must comply with regulation on residence in Vietnam.

Collection

- 2.3.** We send the *Credit Card* (and any replacement *Credit Card*) to your address last notified to us unless you notify us in writing that you want to collect the *Credit Card* from us.

Using the Credit Card

The terms of our banking agreement apply to each use of a *Credit Card*. If a *Cardholder* does not agree with those terms, *Cardholder* should not sign the *Credit Card* or carry out any transaction.

- 2.4.** You accept the terms of our banking agreement when you first use the *Credit Card*.
- 2.5.** You must ensure that only the person issued with a *Credit Card* uses it.
- 2.6.** The use of *Credit Card* outside Vietnam is as stipulated from time to time by the State Bank of Vietnam or any other regulatory body. The *Cardholder* will also be liable to clear all the outstanding without prejudice to any right, remedy or action against him / her, by the State Bank of Vietnam, the *Bank*, court or any regulatory agency.
- 2.7.** You must ensure that the *Credit Card* shall not be used for payment of any gambling, transactions for purposes of money laundering, terror financing, fraud, cheating or other transactions which is illegal under any applicable laws and the *Bank* reserves the right to decline processing or paying any *Card* transaction which it suspects to be a gambling, money laundering, terror financing, fraud, cheating or other transaction which is illegal.
- 2.8.** You agree that the *Bank* has the right to retain the *Credit Card* in the following situations:
- it is a false *Credit Card*;
 - the *Credit Card* is illegally used;
 - to facilitate investigation of and dealing with crime in accordance with law;
 - as provided in clause 9.1 of these Credit Card Terms.

Supplementary Cards

- 2.9.** We send any *Supplementary Cards*, their *PIN* / password and all communications relating to them to you.

2.10. Any communication we give to you or any *Supplementary Cardholder* is taken to be given to all of you.

2.11. You and each *Supplementary Cardholder* agree to be bound by the instructions that any of you give us.

Card issued by special arrangement

2.12. If the *Credit Card* is issued as part of a special arrangement with an association, we may:

- disclose information in connection with our banking agreement to the association and
- if you end our banking agreement your relationship with the association also ends. See clause 9.3 (*What happens if the account is terminated*) for more information

3 Credit Limit

3.1. We notify you of the *Credit Limit* when your *Application* has been approved. We may vary the *Credit Limit* at any time to the extent permitted by the applicable law. We may consider the latest income information you have given us in connection with any product when varying the *Credit Limit*.

3.2. The *Credit Limit* is either an overall limit that applies to all *Credit Cards* issued on a *Card Account* or a *Credit Limit* per *Credit Card*.

Exceeding your Credit Limit

3.3. It is your responsibility to ensure that the *Credit Limit* is not exceeded.

3.4. In calculating whether the *Credit Limit* has been exceeded, we may take into account:

- any transaction made using a *Credit Card* but which has not been debited from the *Card Account*; and
- any authorisation we have given to a third party in connection with a proposed transaction using the *Credit Card*.

Credit Limit exceeded

3.5. If you exceed the *Credit Limit* or any temporary *Credit Limit* extension has expired, you must immediately pay us that part of the *Current Balance* for the *Credit Card* which exceeds the *Credit Limit* in addition to any payment we require.

4 Cash Advance

How to obtain a Cash Advance

4.1. You may obtain a *Cash Advance* using your *Credit Card* at any MasterCard Cirrus ATM.

Maximum limit on Cash Advance

4.2. A *Cash Advance* is only available up to the maximum amount the person providing the advance permits. For details of the maximum amount we permit contact us.

4.3. We may impose daily withdrawal limits for *Credit Card*.

5 Interest, fees and charges

5.1. Interest, fees and charges (including finance charges, *Cash Advance* fees, overlimit fees, annual fees and administrative fees) are set out in the *Fees and Charges* available on website or published at the Bank's branches. The *Fees and Charges* are subject to change from time to time. We shall, via posting to mailing address or emailing to email address or sending SMS to mobile phone numbers that you have registered with us, notify you of any amended *Fees and Charges* at least 07 days prior to its effectiveness.

5.2. Unless otherwise specified, interest is calculated on the basis of 365 day year or such other basis we choose to the extent permitted by the applicable law.

5.3. For Cash Advance transactions, interest is charged from transaction date until the date the *Current Balance* is paid in full.

5.4. For purchase transactions, interest will be charged for all transactions showed on the *Statement* and all new purchases from transaction dates until the date all outstanding balance paid in full if *Cardholders* do not pay in full the *Current Balance*.

5.5. You must pay all costs such as debt collection fees we incur in connection with the *Credit Card* on demand.

Vietnam or for any malfunctioning of any *Credit Card* facilities; and

- any defect or deficiency in goods or services supplied to you by any *Merchant*, financial institution or other person.

You must resolve any complaint against any *Merchant*, financial institution or other person and no claim against any of them may be set off against us.

Third party services offered with Credit Cards

6.7. Some types of *Credit Cards* give you access to services provided by third parties. For example, if you hold a MasterCard WorldMiles Card or MasterCard Platinum CashBack Card you may have access to the MasterCard Global Service™. You are liable for the cost of any medical, legal or other services provided under these third party services. You acknowledge that the third party service providers do their best to provide the services to *Cardholders* and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider, or in the case of the above example, MasterCard International Incorporated, is liable to you for any loss in connection with any service or its unavailability.

6.8. We are also not liable to *Cardholders* with access to Emergency Cash Withdrawal for any loss they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the *Credit Card*.

Disputed transactions

6.9. If there is a disputed transaction involving a *Credit Card* and the card was delivered to you or an authorised person, you must prove that the card was not used or issued by you or an authorised person at the time the disputed transaction was entered into or recorded (otherwise you are liable).

Methods of receiving, time limits for handling and dealing with results from handling of queries and complaints about Credit Card

6.10. Any request for query or complaint about *Credit Card* (if any) must be raised to the *Bank* via its Client Care Centre or any branches within 60 days since the date of transaction which is being queried or complained. You acknowledge and agree that all the calls made to Client Care Centre shall be recorded in accordance with the applicable regulations and these *Credit Card* Terms.

6.11. In order to have a formal basis to handle a request for query or complaint of Client about *Credit Card*, the request must be made in writing and following a template provided by the *Bank* from time to time. If you request for query or complaint about *Credit Card* via Client Care Centre, you must then supplement a written request following the template and within a time limit required by the *Bank*. If you authorise other person to make the request, you shall comply with the relevant regulations on authorisation and these *Credit Card* Terms.

6.12. After the above 60-day period, we reserve the right to reject any request for query or complaint about *Credit Card*. You shall be responsible for any loss or damage (if any) arising out of or in connection with the relevant *Credit Card* transaction.

6.13. We have rights (but not obligations) to conduct any investigation for and to resolve disputed transactions that do not appear on the *Statement*. Our responsibility to indemnify the *Cardholder* in respect of disputed transactions shall be in accordance with prevailing laws and regulations.

6.14. We shall handle your request for query or complaint about *Credit Card* within 75 working days from the date we receive the first request as stated in Clause 6.10 above with full supporting documents from Client.

6.15. Dealing with results from handling requests for query or complaint about *Credit Card*:

6 Liability

General

6.1. You are liable for:

- any failure by you or any *Supplementary Cardholder* to comply with the terms of our banking agreement;
- all transactions made using a *Credit Card* with signatures on the invoice / bill / receipt as well as use of the *PIN* / password (including any *Supplementary Card*) except for disputed transactions where you prove otherwise in accordance with clause 6.9 (Disputed transactions) of these *Credit Card* Terms;
- the *Current Balance* for a *Credit Card* (including all amounts debited and credited to the *Card Account* by you or any *Supplementary Cardholder*);
- any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required; and
- all transactions until we have been notified of lost / stolen *Credit Card* or disclosed *PIN* and we have initiated the necessary block throughout the system effectively preventing Fraudulent use of the *Credit Card*

6.2. If one of you is a minor, each other *Cardholder* must procure compliance of all the minor's obligations under our banking agreement.

6.3. You are not liable for losses incurred due to:

- any use of the *Credit Card* before you receive the *Credit Card* (including any *Supplementary Card*);
- any unauthorised transactions which take place after you give us the required notice of a lost or stolen *Credit Card*;
- any use of a counterfeit card; or
- a fault in a terminal which is not obvious.

Our liability for those losses shall not exceed the amount of charges and interest incurred on the *Credit Card* in the circumstances mentioned above.

Liability of Supplementary Cardholders

6.4. Each *Supplementary Cardholder* is liable for transactions made using their *Supplementary Card*.

Disputes between you and Supplementary Cardholders

6.5. Our rights and obligations relating to you and each *Supplementary Cardholder* are not affected by any dispute or claim you or the *Supplementary Cardholder* may have against each other.

Purchase of goods or services

6.6. We are not liable for:

- the refusal of any *Merchant*, financial institution or other person to accept the *Credit Card* for any reason whatsoever or if the *Credit Card* is retained by *ATMs* located in or outside

(i) **If there is no sign of crime:** Within 5 working days (or any other time limits provided by laws from time to time) from the date Client is informed of the result of the request handling, we shall indemnify you for any loss related to *Credit Card* which is not due to your faults and force majeure provided under the General Terms and Conditions. For the avoidance of doubts, our liabilities to compensate you for disputed transactions (if any) shall be in compliance with applicable regulations.

In the event where the time limit for handling the request for query and complaint stated in Clause 6.14 above expires and the causes or default of any parties remain unidentified, we and you shall, within the next 15 working days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If the parties fail to reach an agreement or any party does not agree with the process for handling of requests for query or complaint, the dispute shall be settled in accordance with applicable regulations.

(ii) **If there are signs of crime (as reasonably assessed by the Bank):** We shall report the case to competent authorities and, concurrently, inform you of the status of handling of requests for query or complaint. The handling of such request shall be performed by the competent authorities. In case the competent authorities determine that there is no criminal factors and notify us of the same, we and you shall, within the next 15 working days (or any other time limits provided by laws from time to time) from the notification date by the competent authorities, discuss to agree for a solution as similarly as stated in Point (i) above.

7 Additional services

7.1. We may offer additional services in connection with your *Credit Card*. These may include reward programmes, rebate or mileage programmes, redemption schemes, balance transfer schemes, funds transfer programmes, payment arrangements, card protection, card instalment programmes and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.

7.2. If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

7.3. For details of any reward or other loyalty program applying to the *Credit Card*, please refer to our banking agreement or contact us.

8 Payments

Payment by Due Date

8.1. On or before the *Due Date* set out in the *Statement* we issue for your *Credit Card*, you must pay at least the *Minimum Payment Due* as set out in the *Statement*. If we ask, you must authorise us to deduct any payment from a nominated account.

8.2. Your liability to us remains even if, for any reason, you do not receive your periodic *Statement*.

Calculation of minimum payment

8.3. We calculate the minimum payment in accordance with our usual practice. We may change the method we use to calculate the minimum payment at any time. Please refer to your Standard Chartered *Credit Card Fees & Charges* on website or contact us for further information.

Currency of transactions

8.4. If any transaction made using the *Credit Card* is not denominated in Vietnam Dong, we convert the amount of the transaction to the currency of Vietnam Dong in accordance with our usual practice and our banking agreement.

How we apply payments

8.5. We may (but need not) apply payments we receive, to pay:

- over limit balance; then
- overdue balance; then
- interest; then
- fees; then
- *Cash Advance* balance; then
- purchase balance; then
- other transactions on the *Card Account* not shown on the *Statement*.

What happens if you do not pay

8.6. If we do not receive the *Current Balance* for a *Credit Card* on or before the *Due Date* we may charge and debit from the *Card Account* for the *Credit Card* finance charges as set out in the Standard Chartered Bank Credit Cards Fees and Charges or elsewhere in our banking agreement.

8.7. If we do not receive the minimum payment on or before the *Due Date*:

- you must pay a late payment charge as set out in the Standard Chartered Bank Credit Cards Fees and Charges or elsewhere in our banking agreement;
- you must not use the *Credit Card* until the minimum payment has been paid;
- we may suspend your use of the *Credit Card*

8.8. In addition to any general right of set-off or other rights conferred by law or under any other agreement, the *Bank* may, without notice combine or consolidate the outstanding balance on the *Card Account* (including, in the case of a *Primary Cardholder*, on any supplementary *Card Account*) with any other account(s) in or towards satisfaction of the *Cardholder's* liability to the *Bank* under these *Credit Card* Terms.

Payment in full if we ask

8.9. Despite any other term of our banking agreement, at any time we may demand immediate payment of any amounts owing to us, whether or not already reflected in a *Statement* and whether or not due and payable as at the date of the demand.

8.10. Interest is payable on the amounts referred to in clause 8.9 and is calculated in the same way interest is calculated on *Cash Advances* on your *Card Account* and on the basis that it accrues daily, starting from the date of our demand and ending on the date of payment in full.

Refunds to the Card Account

8.11. We only credit a refund to the *Card Account* for a *Credit Card* in connection with:

- a transaction made with the *Credit Card*; or
- a payment to the *Card Account* for the *Credit Card*; or
- any other credit owing to you,

when we receive the amount to be credited in Vietnam and in accordance with our usual practice.

8.12. In case you wish to cancel a completed transaction due to an error or on account of merchandise return, the *Merchant* must cancel the earlier sales slip and you must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by you, if called for. You must ensure you only sign a completed sales slip.

8.13. In case of reversal transactions from merchants, the reversal amount, when posted in a *Statement*, shall be deducted against other transactions posted in the same *Statement*.

Statement

8.14. If you think there is an error on your *Statement* you must notify us in writing or via Client Care Centre with details of the error within 30 days after the date of your receipt of the *Statement*. If you do not do so, we treat the *Statement* as correct.

8.15. We need not issue a *Statement* for your *Credit Card* if no transaction has been recorded on the *Card Account* for your *Credit Card* since the previous *Statement*.

8.16. Non receipt of *Statement* of account shall not be constructed by the *Cardholder* to be sufficient reason for non-payments of dues in time.

Repayment method

8.17. *Credit Cardholder* may request for an auto debit service via which the monthly payment (Minimum Payment Due or Statement Balance) shall be made by auto debiting the *Cardholder's* current account with Standard Chartered or use any another available credit card repayment channels which are updated from time to time on the Bank's website.

9 Cancellation and termination

How to terminate

9.1. At any time we may choose to:

- cancel or suspend your right to use a *Credit Card* or retain your *Credit Card* or end the *Card Account*;
- refuse to authorise any transaction for which you want to use a *Credit Card*; and
- refuse to re-issue, renew or replace a *Credit Card*, by giving you reason or notice via communication method we find it appropriate.

9.2. At any time, you may end the *Card Account* by notifying us via Client Care Centre or in writing.

What happens if the Card Account is terminated

9.3. If you or we end the *Card Account* for a *Credit Card*:

- you and any *Supplementary Cardholder* must not use and are not entitled to use the *Credit Card* (including any *Supplementary Card*) or any benefits in connection with the *Credit Card* (including any *Supplementary Card*);
- you and any *Supplementary Cardholder* must directly contact the related *Merchant(s)* who will be responsible for making the necessary arrangements if you wish to modify / terminate any merchant auto payment;
- you and any *Supplementary Cardholder* must cut the *Credit Card* (including each *Supplementary Card*) in half; and
- you must immediately pay all amounts owing to us in connection with the *Credit Card* (including any *Supplementary Card*) (including the *Current Balance* for the *Credit Card*). Interest is payable on such amounts and is calculated in the same way interest is calculated on *Cash Advances* on your *Card Account* and on the basis that it accrues daily, starting from the date you or we end the *Card Account* for the *Credit Card* and ending on the date of payment in full

Termination of use of Supplementary Card by Cardholder

9.4. You may end the use of a *Supplementary Card* by:

- notifying us via Client Care Centre or in writing; and
- cutting the *Supplementary Card* in half

9.5. The *Bank* shall return any balance of the *Credit Card* after deducting all fees, charges and your obligations payable to the *Bank*, to your bank account or in cash as instructed by you in writing.

10 Variation

10.1. If you are not comfortable with any changes we make to our banking agreement, you may terminate the *Card Account* for the *Credit Card* in accordance with the procedure in clause 9.

10.2. If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the *Credit Card*, the *Card Account* for the *Credit Card* or the *PIN / password*, you are taken to have agreed to the changes.

11 Suspicious transactions

11.1. We need not honour suspicious transactions (and need not notify you if this is the case).

11.2. We may publish any information in connection with the *Credit Card* in the warning bulletin notifying the *Merchants* to seize the *Credit Card*. We need not give any reason for doing so to the extent permitted by the applicable laws.

11.3. We may block the *Card Account* for a *Credit Card* if we consider there is any reason for doing so to the extent permitted by the applicable laws.

11.4. We reserve the right to temporarily block the *Credit Card* and / or send SMS and / or email to you for notification of account block / request transactions confirmation from you. You need to inform us within 2 hours upon receiving such SMS / email if the transaction is not genuine. Failure to report unauthorised transactions within 2 hours, you shall be liable for all unauthorised transactions.

11.5. You must notify the *Bank* immediately should the *Credit Card* be lost or stolen, or should the *PIN* have been disclosed, or if you suspect of any fraud or loss arising from the *Credit Card* usage or suspect that the *Credit Card* is being used in a manner not authorised under these Credit Card Terms. The *Bank* shall forthwith block the *Credit Card* upon our receipt of your notification.

12 Meaning of words

You also need to refer to our General Terms and Conditions which also define key words used in these Credit Card Terms. If a word defined in these terms is also defined in our General Terms and Conditions, the definition in these Credit Card Terms applies for the purposes of each *Card Account* for a *Credit Card*.

Card Account means a bank account opened by the *Bank* for the purpose of entering all credits and debits result from use of the *Credit Card* by the *Primary Cardholder* and *Supplementary Cardholder*, if any, under these Credit Card Terms and includes, without limitation, all debits incurred by the *Cardholders* resulting from any *Cash Advances* and / or withdrawals and / or purchases and / or charges and / or liabilities arising out of or in connection with any *Credit Card* transactions otherwise.

Cash Advance means cash issued in any currency obtained by using the *Credit Card*.

Credit Limit, for an *Card Account* for a *Credit Card*, means the maximum amount you are entitled to have outstanding on the *Card Account*.

ATM any and all automated teller machines or terminals, called by whatever name, providing any one or more automated banking functions and services accessible to *Client* through the use of an *ATM / Debit card* issued by the *Bank*, and includes (without limitation) cash deposit machines, payment kiosks and internet banking terminals.

PIN – Personal Identification Number means the personal identification number issued to the *Cardholder* to enable the *Credit Card* to be used at an *ATM* and / or other authorized terminals for a *Cash Advance*.

Bank means Standard Chartered Bank (Vietnam) Limited, its successors and its assignees and the companies related to it.

Primary Cardholder means an individual other than *Supplementary Cardholder*, who is issued a *Primary Card*, and for whom the *Card Account* is first opened by the *Bank*.

Supplementary Card means a *Credit Card* issued to a person you authorise as a *Supplementary Cardholder* on your *Card Account* for the *Credit Card*.

Supplementary Cardholder means each person to whom we issue a *Supplementary Card*.

Merchant means any retail outlet, person or corporate entity supplying goods and / or services who accepts the *Credit Card* of the *Cardholder* as a means of payment or reservation by the *Cardholder*.

Statement means the *Bank's* monthly or other periodic statement sent to the *Cardholder* showing particulars of the *Current Balance* incurred from using the *Credit Card* by the *Primary Cardholder* and the *Supplementary Cardholder*, if any, payable to the *Bank*.

Due Date means the date specified in the *Statement* by which date payment of the *Current Balance* or any part thereof or the Minimum Payment Amount is to be made to the *Bank*.

Current Balance means the total balance outstanding on the *Credit Card* payable to the *Bank* according to the *Bank's* records on the date the *Statement* is issued including all charges and liabilities.

Minimum Payment Due is a percentage of the *Current Balance*.

Effective from 01 September 2017.