



International Card Use Agreement

International Card Use Agreement “Agreement” was made at Joint Development Bank Limited by and between

Joint Development Bank Limited, having its Head Office at 82, Lane Xang Avenue, Hatsady Village, Chanthaboury District, Vientiane Capital, P.O. Box 3187, Telephone: 021 213531-6 Fax (856-21) 213 530 hereafter call “**Bank**”

and

Mr/Mrs.....date of birth...../...../....., ID card/Passport number.....
date...../...../.....date of expiry/...../....., issued by.....
Residing address.....district.....province.....telephone.....
Fax.....email..... Hereafter call “**Cardholder**”

Both parties be referred to collectively as the “**Parties**” or individually as a “**Party**”.

Both parties have unanimously agreed enter into International Card Use Agreement under the terms and conditions below:

Article 1 Definition

1. Bank: (abstract JDB) means Joint Development Bank Limited;
2. Card owner means main cardholder and additional card issued by the Bank under this Agreement;
3. ATM means Automatically Transaction Machine for cash withdraw and check the balance;
4. EDC (card transaction machine) means Electronic Data Capture Machine for electronic transaction service;
5. International Card means electronic card for cash payment such as: Visa Debit, Visa Credit, UPI Debit, UPI Credit and other type of card issued by the Bank;
6. 3D secure (3 Domains secure) is fully verified by Visa and subject to secure your online transactions.
7. OTP (One-Time Password) service provided by Joint Development Bank (the “Bank”) will be sent to your e-Mail address or mobile phone number already registered in the bank system via e-Mail or SMS.
8. Debt Statement means invoice to cardholder for repayment to the Bank in accordance with terms and conditions of this Agreement;
9. Main card is a card issued by the Bank to the cardholder, cardholder hereafter call “Main card owner”;
10. Additional card is a card issued by the Bank to other person requested by main card owner, additional cardholder hereafter call “Additional card owner”. The main card is able to request for issuing additional card at a maximum one card only. In the event of security by a company, the additional card cannot be issued (the Bank is not authorized to issue additional card).

Article 2 Objective

1. Cardholder desires to use the card from the Bank in order to use for payment according to the type of card as provided for in the registration form as attached here to and it is a part of this Agreement and customer agrees to perform in accordance with this Agreement, regulation, law and rule of International Visa Center;
2. The Bank agrees to issue card to the cardholder under the terms and conditions of this Agreement.

Article 3 Main and Additional Card

1. Additional card is a card issued by the Bank to other person requested by main card owner, additional cardholder hereafter call “Additional card owner”. The main card is able to request for issuing additional card at a maximum one card only. In the event of security by a company, the additional card cannot be issued (the Bank is not authorized to issue additional card);
2. Main card owner and additional card shall use the account and credit line, such both transaction will appear at the same debt statement and will be only delivered to the main card owner;
3. Main card owner agrees and takes responsible for all transaction appear in the debt statement of the Bank and such debt is the card owner’s debt to be repaid to the Bank whatever the transaction have been accrued from main or additional card;
4. In the event of termination additional card is required, the main card owner shall request to the Bank for termination in writing;
5. If the main card owner desires to terminate his/her card the additional card will be terminated together;
6. Using card by main card owner and additional card owner shall be strictly performed under the terms and conditions of this Agreement and the rule of International Visa Center.

Article 4 Interest rate, Fees and Card Use

1. Goods and services payment: at the due date, if the card owner pays all outstanding debts at the end of month the Bank will not calculate the interest occurred on transaction;
2. If the card owner has not been paid as described on the debt statement or settle only a part of debt balance at the end of month, the Bank will calculate all interests due and continue calculating such interest until the card owner has paid all outstanding debts;
3. Up on the card owner received debt statement notice for credit card, debit card shall come to get the debt statement with the Bank, the card owner shall take responsibility for all transactions;
4. Cardholder agrees to pay the fee for delay of payment and other fees to the Bank according to the terms at each periods. If the cardholder is unable to pay at the due period as described in the debt statement, the cardholder agrees to pay fee to the Bank for cash withdrawn by card in accordance with the regulation of the Bank issuing from time to time.

Article 5 Payment and Debt Payment

1. Debt payment shall include: annual fee, interest and delay fee, cash withdraw fee, cash transaction, goods and services payment occurred daily those transferred to the Bank system;
2. Any transaction use correctly pin code (pin) and the transaction has contained signature of card owner carrying of cash withdrawal or goods and services payment;
3. When making an online transaction that requires OTP, you must then enter your OTP to complete your transaction on the page of your device's screen when transacting online. Registration for OTP service is not required. If you are not able to enter the OTP, or authentication via this service fails, the merchant online will reject your card for this transaction. You agree that we are not responsible for the rejection by such merchant to accept your card payments on the basis of this.
4. By using this OTP service:
 - a. You agree to provide your data required for the transaction authorization process in the use of this OTP service;
 - b. You authorize the Bank to request from a third party as specified by the Bank, including the customer credit agency and other customer reporting agencies concerning your financial standing and your credit card that will be used for this service.
5. If the card owner uses the card for order goods or advance payment for service, but the use and cancel has not been made or the order cannot be cancelled, the goods owner or service provider has the right to call for such goods and service from the card owner based on the price agreed plus other related fee (if any);
6. The Bank will send debt statement notice to the card owner on 26th of every month, the card owner shall check and pay according to the statement, the card owner has obligate and duty to pay debt occurred from using of card and when it is due of every month the card owner shall have adequate money in the account for the debt payment according to the terms and rule;
7. Up on receiving debt statement notice (for credit card; if it is debit card the card owner shall check or monitor by her/himself) if any unsatisfied appear on the debt statement notice, the card owner shall meet with the Bank and make a writing note within 07 days. If the card owner has not settled the issue during such period, the bank will not take any responsibility related to the debt statement notice.

Article 6 Rights and Duties of Card Owner

1. The card owner has the right to pay in cash for goods, services payment and any transaction at any places that EDC available or by ATM for cash withdrawn, but it must be at the terms and conditions made with the Bank.
2. The card owner has the right to select the method of payment to the Bank in cash or request the Bank to deduct automatically from saving account opening with the Bank for debt payment monthly.
3. The card owner shall obtain card by her/himself or assign in writing to other person and such assignment shall be deemed the card owner obtained card by her/himself.
4. Up on receiving the card owner shall immediately put his/her own signature on the reverse side of card.
5. When use the card for cash withdraw, services payment by EDC, the card owner shall sign on the receipt the same signature on the reverse side of card, exempt the transaction via telephone, internet or any transaction no required signature of card owner.
6. The card owner has the right to maintain card and keep in safe of PIN and 3 digit numbers (CVV2) written in the reverse side of card and shall strictly not provide to the other person direct or indirect way. Card owner acknowledged that there is a risk for using of card stolen information by the other person and the card owner agrees to accept the responsible for all completed transaction whether action by card owner or other person; the card owner shall use card properly in accordance with the rule of Bank, International Card Center and not violation of the law of Lao PDR.
7. Transfer, assign code number of card to other person is strictly prohibited.
8. You agree to keep the confidentiality of your card number and other verifications or personal information that you have entered into this service (Data Security). If you let someone else use your Data Security or you tell your Data Security to others, you will be responsible for all claims, losses and other consequences arising from and relating to all transactions that have taken place using this service, and all activities that have occurred by using your Data Security.

Article 7 Rights and Duties of Bank

1. Rights and Duties of Bank
 - Request card owner to pay debt according to the transactions occurred by using of card, interests, fees each month not later than due date provided for in the debt statement notice. In case of card owner is unable to debt in accordance to the rule of Bank, the Bank shall have the right to deduct from account or collateral of card owner without authorization and the card owner has no any right to claim against the Bank.
 - In case the bank has seen a necessary to reserve its right and benefit of cardholder, the Bank has the right to change in conditions to use the card, limit, terminate using of card without prior notice to the card owner.
 - Implementation of regulation for issuance of card, international credit card payment in order to ensure the right and benefit of card owner according to the contract and maintain confident information of card owner.
 - Resolves request of customers or request in writing from card owner in relation to the use of card, neither lost or be stolen (within 5 days in Vientiane Capital and 7 days in other provinces)
 - The OTP service can be used only for transactions at the merchants online that have 3D Secure facilities:
 - o Verified by Visa. You fully understand that by using this OTP service, it will not, in any way, mean that the Bank recommends certain merchants, whether these merchants require the use of OTP or not. For example, the Bank does not verify the merchant identities or the quality of goods and services they provide.
 - o As long as permissible by the applicable laws:
 - You agree that the Bank is not liable for losses arising from your failure to comply with these Terms and Conditions.
 - In accordance with the nature of these services, the Bank shall not be liable for any loss or damage to your data, software, computer, telecommunication or device resulting from its use. Nor the Bank is responsible for, and shall not be responsible for, any damage to, or viruses that may infect your computer or other devices for your access, to use or download for this service (including, without limitation to the website).

2. Responsibility will be exempted in case of information transmission management system and by any reasons beyond the control of the Bank.
 - Be exempted for responsible of all cases impact to honour, reputation, trust of the card owner regarding returning card or requesting to return card. The Bank will not take responsible for delivery of goods, goods quality or services paying by the card, but the Bank has the right to deduct money from card owner's account according to the cost of transaction, although such goods and services whatever neither receive or service using.

Article 8 Change of card, Issuing new card and cancellation of card

1. Loss of card or request to change new card, the card owner shall propose to the Bank in order to issue new card, but the fee will be paid by the card owner in accordance with the rule of Bank issues from time to time;
2. Before expiration date, the bank will give notice by calling or email to the card owner in order to certify the need for continue using or not using of card within 10 days, in case of contacting card owner is unsuccessful or no response from the card owner. In case of card still valid, but the card owner wish to stop using such card he/she shall inform in writing to the Bank and return the existing card to the Bank;
3. When termination of card according to the request of card owner, all outstanding debt balance occurred up to the date of stop using and all transaction occurred from card shall become debt until due date of payment and the card owner shall reply in full amount and shall be deemed that the card use contract has been terminated;
4. The Bank has the right to block (lock), terminate of using card as below:
 - After 90 days from the due date of debt payment, but the card owner has not paid or paid any part of debt those less than amount described for in debt statement notice issued by the bank.
 - The card owner has paid more than credit line approved by the Bank according to the terms and conditions of Agreement.
 - The card owner violates the rule of using card or breaks the law impacts to the use of card and related to infringement and risk management.
 - The Bank whatever reason has the right to get the card back by way of sending written notice to the card owner regarding returning card to the Bank.

Article 9 In case of loss, be stolen, card number and PIN has known by the other person shall perform as follows

The card owner shall inform the card center, any branch or service units of the JDB where located nearly or call hotline at 1499 in order to block the card, and then written notice shall be sent to the Bank with the information such as: name of card owner, bank account, place of loss, date of card expiration, ID card/passport and contact number. In case of found the card shall be returning to the Bank in order to destroy. If there is any transaction occurred before the Bank has received notification the card owner shall take responsible for such transaction occurred.

Article 10 Amendment

1. The Bank shall immediately notify to the card owner due to the amendment of article, terms and condition of this Agreement;
2. If the amendment cannot be agreed by the card owner, the card owner is entitled to cancel the use of card. If the card owner desires to continue using of card after the Agreement has been amended; this can be considered excepting the amendment by the card owner.

Article 11 Applicable Law and Dispute Resolution

1. This Agreement shall be governed by the laws of Lao PDR and regulations in relation to the issuing of card, using, debit and international credit card payment.;
2. If any dispute shall arise, the Parties shall cooperate to reach an amicable resolution. If this fails or, the Parties have been unable to resolve the dispute, either Party may submit the dispute to the court under the justice procedures of Lao PDR for resolution of such dispute.

Article 12 Effective

This Lease Agreement is made in two (2) original copies, having the same content, the Parties have reviewed, read, understood and accepted all details and confirmed the correctness, and the Parties hereby execute and agree to the terms and conditions of this Agreement. This Agreement is effective from the date of signature onward.

Card Owner

Joint Development Bank



(Fingerprint)

Signature:....., Name:.....

.....

Witness:

1.
2.
3.