

TERMS AND CONDITIONS GOVENING THE “AUTO PLUS” CARD

(“Terms and Conditions”)

(These Term and Conditions are effective form 01/06/2022)

The use of Auto Plus card issued by United Overseas Bank (Vietnam) Limited (“**UOBV**”) (hereinafter referred to as the “**Card**”) subject to the following terms and conditions. By using this Card as well as the Service provided in the Auto Plus System, you agreed to be unconditionally bound by these conditions (“**Terms and Conditions**”). If you do not agree to any of the Terms and Conditions, please discontinue your use immediately.

1. DEFINITION

“we”, “us”, “our” and “ours” means UOBV; and **“you”** means the user(s) of the Card, which includes a user using this Card on behalf of his or her company and/or organisation.

“Service” means the services and/or products provided to you by the Partners in the Auto Plus System when you owns and/or use the Card.

“Partner” means the company(ies), supplier(s), seller(s) or any third party that fulfill the requirements set out by UOBV to participate in and provide products and/or services in the Auto Plus System.

“Auto Plus” means the resonance value chain of Partners providing the Services and related offers (from time to time) that are specialised for the customer of auto loan product of UOBV.

“Card” means the Auto Plus card issued by UOBV to individual customers and corporate customers who sign loan contracts with UOBV to purchase car products and satisfy the following conditions:

- having permanent residence (if you are individual customers) or registered business addresses (if you are corporate customers) in Ho Chi Minh City, Binh Duong, Binh Phuoc, Dong Nai, Ba Ria- Vung Tau, Tay Ninh and Long An;
- having signed the loan contracts to buy passenger cars in accordance with UOBV’s loan policy with car models of Mazda, Kia, Honda, Toyota, Ford, Hyundai, GM Chevrolet, Nissan, Mitsubishi, Suzuki, Audi, BMW, Mercedes, Lexus, Land Rover, Subaru, Infiniti (Tan Chong Group), Peugeot (Thaco Group), Volkswagen, Jaguar, Volvo, VinFast; and
- the relevant loan has been disbursed and has not be fully repaid,

to use the Services and enjoy the related offers (if any) provided by the Partners.

“Information and Materials” means the content, information, materials or services displayed on, contained in and/or made available through the Card, including (but not limited to):

- (a) collection of information, news, data, texts, brochures, flyers (where prepared by us or by any other third party);
- (b) promotions, products and services marketed by UOBV and/or its affiliates and business partners;
- (c) promotions and/or discount coupons by UOBV and/or the Partners;
- (d) hyperlinks to UOBV’s website and the Partners’ website;
- (e) communication tools via email, social networking sites, SMS; and
- (f) any other feature, content or service that we may make available on or through the Card from time to time based on our sole discretion.

2. SCOPE OF APPLICATION

2.1 We reserve the right to:

- (a) *change, modify, expand, reduce, define, assign, suspend or discontinue all or any of the Services;*
- (b) *vary or amend the terms and conditions under which the Card and the Services are used (including these Terms and Conditions), at any time in our sole discretion, and without any responsibility to you. Any use of the Card and the Service after the amendment of such terms and conditions will be deemed to be acceptance of the amended terms and conditions by you.*

2.2 *We shall not be responsible or liable for any expense, loss, damage, liability or other consequence suffered or incurred in connection with exercising our rights under clause 2.1 above.*

3. ACKNOWLEDGEMENT AND CONSENT TO RECEIVE INFORMATION AND MATERIALS

You consent to the receipt of the Information and Materials and consent to being kept informed of promotions, products and services marketed by UOBV and/or the Partners in relation to the Card.

4. USED OF THE CARD:

Please presents the Card when using the Service provided in the Auto Plus

Card validity: From the date on which you receive the Card until your auto loan is fully settled. At that time, the Card will automatically expire regardless we revoke the Card or not.

5. DISCLAIMERS AND LIMITATIONS

5.1 *The Information and Materials displayed on and/or provided through the Card are provided “as is” and “as available”. The Information and Materials speak as of their date and do not reflect any changes in law, events or practice since that date. We are not responsible for updating the Information and Materials or to correct any inaccuracy that may become apparent at a later time. All Information and Materials are subject to change without notice.*

5.2 *The Information and Materials displayed on and/or provided through the Card are available only at our discretion and/or the discretion of the third party (as the case may be). Use/access to the Information and Materials are subject to the individual terms and conditions and disclaimers on which they are provided, and may be governed by the terms of an accompanying end user license agreement*

5.3 *We shall not be liable for any indirect, special, economic or consequential damage or loss under these Terms and Conditions, even if we have been advised of, or should have foreseen, the possibility of such damages or losses. The exclusions herein shall take effect to the fullest extent permitted by law.*

5.4 *We assume no liability or responsibility for the acts or defaults of the Partners or the third party or defects in the Service or goods or services offered in the promotions and/or discount coupons in relation to the Service. We are not an agent of the Partnes or the third party. Any dispute about the quality or standard of the Service must be resolved directly with the relevant Partner or third party. The Partner or the third party may impose conditions for the redemption of the Service or the promotion and/or discount coupons (as the case may be). We will not be responsible for any injury, loss or damage suffered as a result of the use of the Service and the aforesaid redemption.*

6. NO ILLEGAL OR HARMFUL USES

- 6.1 You may not use the Card, including the Information and Materials for any unlawful purpose or violation against any applicable regulations or policies (including the warranty policy issued by the car manufacturers), and you shall undertake to comply with all applicable laws or regulations.
- 6.2 You understand and agree that your use of the Card is at your own cost, expense and at your own risks, and we shall not be responsible or liable to you for any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature. You represent and warrant that your use of the Service shall not reduce the value of or cause any damage to the secured property for or in connection with the loan(s) provided to you. We reserve the right to restrict or prohibit any and all activities, conduct or Service that we determine in our sole discretion may be harmful to the aforesaid secured property.

7. REPRESENTATION AND WARRANTIES

- 7.1 You represent and warrant that your use of the Card and the Service does not violate, breach or conflict with any of your constitutional documents (if any), any applicable law or regulation, or any other document or instrument which is binding on or applicable to you.
- 7.2 The representations and warranties above shall be deemed repeated whenever you use the Card and the Service.

8. INDEMNITY:

You shall hold harmless and keep us indemnified in full against all and any claims, actions, proceedings, loss, damage, costs, expenses (including legal fees on a full indemnity basis) and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by us arising from or which is directly or indirectly related to:

- (a) any breach or non-observance of any of these Terms Conditions by you or by any other person or entity where such person or entity was able to use the Card (where applicable);
- (b) your violation of any rights (whether in relation to intellectual property or otherwise) of another person or entity; or
- (c) your breach of any statutory requirement, duty or law.

9. NO WAIVER/SEVERABILITY

- 9.1 A failure or delay by us in exercising or enforcing our rights under these Terms and Conditions shall not be deemed as a waiver of or limit, prejudice or impair, or operate as a bar to the exercise or enforcement of such rights or render us responsible for any loss or damage arising therefrom.
- 9.2 If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

10. **TERMINATION:** We may terminate any agreement/contract governed by these Terms and Conditions and your use of the Card (including the Service and the Information and Materials) at any time, with or without cause or notice.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 *The trademarks, logos, service marks, copyright in the contents (including, but not limited to the text, data and images) of the Card and/or the Information and Materials are owned by us or the relevant Partners (where applicable). No part or parts hereof may be reproduced, distributed, republished, shared or transmitted in any manner or by any means or stored in an information retrieval system without our / the relevant third party owner's prior written permission.*
- 11.2 *You acknowledge the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of the particular Information and Materials offered on or through the Card.*

12. APPLICABLE LAW AND JURISDICTION

- 12.1 *We make no representation that the Card is appropriate or available for use in other locations/jurisdictions other than Vietnam. Unless specified otherwise, the Card shall not be construed as the provision of services and facilities outside of Vietnam.*
- 12.2 *These Terms and Conditions and all matters relating to your use of the Card and/or the Service shall be governed by and construed in accordance with the laws of Vietnam. In case of any dispute arising out of or relating to the Terms and Conditions, you shall cooperate with us to find an amicable resolution. If the parties fail to reach such resolution, the dispute shall be resolved in accordance with laws of Vietnam.*

13. **THIRD PARTY RIGHTS:** *A person who is not a party to any contract/agreement governed by these Terms and Conditions has no right to enforce any provisions herein*

United Overseas Bank (Vietnam) Limited

Issued on [01.06.2022].