

# Fees and Conditions of VIB Accounts

## Fees of VIB Accounts

Effective from 12/04/2019

Fee Name	Currency	Fee rate	Waive	Application condition
<b>Branch banking</b>				
<b>Account services fee</b>				
<b>Account opening fee</b>				
Minimum amount	-	100,000 VND/20 FCY	-	-
<b>Account management fee</b>				
Current account	VND	9,000	As in Note	Monthly aver. bal ≤2mio
Current account	FCY	1	-	Monthly aver. bal ≤ 100FCY
e-Current account	VND	-	-	-
<b>Account dormant fee</b>				
Current account	VND	10,000	-	Haven't any trans. Within a year
Current account	FCY	1	-	Monthly collected
e-Current account	VND	-	-	-
<b>Account closure fee</b>				
Current account	VND	50,000	-	On one account closed
Current account	FCY	2	-	On one account closed
e-Current account	VND	50,000	-	On one account closed

Other fees				
Account Confirmation				
VND	50,000	-	On one request	
Bank statement request				
VND	2,000	-	On one page, Min 20,000	
Document copy request				
VND	50,000	-	+ Actual cost arises if any	
Blockade				
VND	200,000	-	If blocked by VIB's request	
Blockade				
FCY	10	-	If blocked by VIB's request	
Authorization				
VND	200,000	-	On one request	
Standing instruction fee				
VND	-	-	-	
Standing instruction fee				
FCY	-	-	-	
Bill payment service				
VND	-	-	-	
SMS Alert service				
VND	10,000	-	Monthly collected	
SMS Alert service				
FCY	1	-	Monthly collected	
Cash services fee				
Cash deposit (same province)				
VND	-	-	-	
Cash deposit (same province)				
FCY	USD: 0.2%; FCY: 0.4%		-	Min USD: 2/FCY: USD 4
Cash deposit (diff province)				
VND	0.03%	Waive for opening TD/DC or loan repayment		Min 20,000; Max 2,000,000
Cash deposit (diff province)				
FCY	USD: 0.2%; FCY: 0.4%		-	Min USD: 2/FCY: USD 4
Cash withdrawal (same province)				
VND	-	-	-	
Cash withdrawal (same province)				
FCY	USD: 0.2%; FCY: 0.4%		-	Min USD: 2/FCY: USD 4
Cash withdrawal (diff province)				

	VND	0.03%	-	Min 20,000; Max 2,000,000
Cash withdrawal (diff province)				
	FCY	USD: 0.2%; FCY: 0.4%	-	TT USD: 2/FCY: USD 4
Internal cash transfer (same province)				
	VND	0.03%	-	Min 20,000; Max 2,000,000
Internal cash transfer (same province)				
	FCY	USD: 0.2%; FCY: 0.4%	-	Min USD: 2/FCY: USD 4
Internal cash transfer (diff province)				
	VND	0.05%	-	Min 20,000; Max 2,000,000
Internal cash transfer (diff province)				
	FCY	USD: 0.2%; FCY: 0.4%	-	Min USD: 2/FCY: USD 4
External Cash transfer				
	0.06%	0.06%	-	Min 40,000; Max: 4,000,000
External Cash transfer				
	FCY	USD: 0.2%; FCY: 0.4%	-	Min USD: 2/FCY: USD 4
Cash receive from overseas				
	USD	USD: 0.2%; FCY: 0.4%	-	Min USD: 2/FCY: USD 4
Home services (collection, accounting...)				
	VND	Negotiation	-	Min 100,000
Cash counting fee				
	VND	0.03%	-	-
Unqualified note exchange				
	VND	-	-	-
Different value note exchange				
	VND	-	-	-
Different value note exchange				
	USD	-	-	-
Certificate to bring FCY overseas				
	VND	200,000	-	-
<b>Fund transfer services fee</b>				
Internal fund transfer - Same province				
	VND	-	-	-
Internal fund transfer - Same province				
	FCY	-	-	-
Internal fund transfer -Difference province				
	VND	0.03%	-	Min 15,000; Max 500,000
Internal fund transfer -Difference province				
	FCY	0.01%	-	Min 1 FCY Max 50 FCY
External fund transfer				

	VND	0.05%	-	Min 20,000; Max1,000,000
External fund transfer				
	FCY	0.05%	-	Min 5 FCY; Max 50 FCY
International fund transfer				
	FCY	0.2%	-	Min 10 USD; Max300 USD
Other Bank charges				
	USD	25	-	On one request
Other Bank charges				
	EUR	35	-	On one request
Other Bank charges				
	AUD	25	-	On one request
Other Bank charges				
	JPY	5,000	-	On one request
Other Bank charges_other CCY				
	USD	30	-	On one request
Investigation/Amendment/Cancellation_Local				
	VND	20,000	-	On one request
Investigation/Amendment/Cancellation_Local				
	FCY	4	-	On one request
Investigation/Amendment/Cancellation_International				
	USD	15	-	+ International bank charges
Inward remittance via account				
	FCY	0.05%	-	Min 2 USD; Max 200 USD
Inward remittance via agent				
	-	-	-	-
<b>Cheque services fee</b>				
Blank cheque request				
	VND	20,000	-	One one cheque book
Cheque guarantee				
	VND	20,000	-	One one paper
Cheque loss				
	VND	50,000	-	On one request
<b>Digital Banking</b>				
<b>DB registration fee</b>				
Internet banking				
	VND	0	-	-
MyVIB mobile banking app				
	VND	-	-	-

Mobile bankplus /SMS banking				
VND	-	-	-	
<b>DB management fee</b>				
Internet banking				
VND	-	-	-	
MyVIB mobile banking app				
VND	-	-	-	
Mobile Bankplus / SMS banking				
VND	-	-	-	
<b>Online Fund Transfer</b>				
Internal fund transfer				
VND	-	-	-	
Internal fund transfer				
FCY	-	-	-	
Internal bulk transfer to VIB's account				
VND	-	-	-	
External fund transfer				
VND	0.02%	-	Min 10,000; Max 600,000	
External fund transfer				
FCY	0.02%	-	Min 2USD; Max 50 USD	
External fast transfer ≤ 500,000VND				
VND	-	-	Up to 30/09/2020	
External fast transfer ≤ 2,000,000VND				
VND	7,000	-	Up to 30/09/2020	
External fast transfer > 2,000,000VND				
VND	8,000	-		
External fast transfer (Bank plus-Viettel)				
VND	10,000	-	On one request	
External bulk transfer				
VND	0.03%	-	Min 15,000	
Transfer fee to email/mobile				
VND	0.03%	-	Min 15,000	
Transfer fee to ID number				
VND	0.03%	-	Min 15,000	
International fund transfer				
FCY	199,000 VND	-	Amount ≤ 30,000 USD	
International fund transfer				
FCY	0.2%	-	Min 10USD; Max 300USD	

Other Bank charges	USD	25	-	On one request
Other Bank charges	EUR	35	-	On one request
Other Bank charges	AUD	25	-	On one request
Other Bank charges	JPY	5,000	-	On one request
Other Bank charges_other CCY	USD	30	-	On one request
FT by code: Receiving by VIB's account	VND	-	-	-
<b>Token key fee</b>				
First token purchase	VND	500,000	-	-
Token Re-purchase	VND	350,000	-	-
Token usage fee	VND	500,000	-	-
SMS OTP fee	VND	15,000	-	Applied form May .2019
Smart OTP fee	VND	-	-	-

#### Notices:

**Abbreviations:** Min – Minimum; Max – Maximum; Tnx- Transaction; Amt- Amount

#### 1. Cases are waived on Account management fee:

- FCY account monthly average balance from 100 FCY or above;
- Account monthly average balance from 2,000,000 VND or above;
- Payroll account (Not applied for VIB staff's account);
- Overdraft account;
- Current account used to pay credit card (Card is activated and are in used) with internet banking/Mobile banking active;
- Current account uses to pay an unsecured loan with the first drawdown from 01/05/2017.

#### 2. Other notices:

- FCY means foreign currency and refers to USD, EUR, GBP, AUD, and CAD. Other FCY not mentioned here fee will be converted to US dollars;
- Service fee in the table is excluded VAT;
- Service fees are levied on a one-time basis upon incurring or one-time accrual after the completion of the entire service, depending on the type of service;
- Service fees are not refundable;
- Service fees might be changed base on VIB policy in certain time.

# Terms and Conditions for Opening and Use of Accounts and Services at VIB

(The Terms and Conditions are set in Vietnamese and English version. In case of any disputes in any parts of the Terms and Conditions, Vietnamese version shall prevail)

## PART 1: REGULATIONS ON OPENING AND USE OF ACCOUNTS

### Article 1: Definitions and Interpretations

1.1. The Bank: refers to Vietnam International Commercial Joint Stock Bank (VIB).

1.2. The Customers: are individuals registering services and allowed by the Bank to use services by entering an application form for opening accounts and using services.

1.3. Accounts: include personal current accounts, deposit accounts and joint current account in VND or foreign currency of the customers at VIB, particularly:

- Current accounts: are accounts opened to meet the customers' payment demands such as money submission, withdrawals and transfers for paying the third parties.
- Deposit accounts (call or time deposits): are accounts opened to serve customer's saving demands. The customers may withdraw or transfer money to their other deposit accounts at maturity (unless otherwise agreed with the Bank), but may not pay the third parties from such accounts.
- Joint current accounts: are current accounts named by at least two the customers or more.

1.4. Account holder is one or more individuals opening an account together.

1.5. Transactions: are those conducted by the customers on their accounts according to the registered services agreed to be supplied by the Bank.

1.6. Account service: is one or several services registered by the customers and agreed to be supplied by the Bank.

1.7. Transaction payment limit: is the total maximum amount allowed to be used by the customers in a transaction, as determined by the Bank from time to time.

1.8. Daily payment limit: is the maximum amount allowed to be used by customer a day, determined by the Bank from time to time.

1.9. Minimum balance: is the minimum amount required to be maintained in the accounts by holders at any time. The Bank determines the minimum balance for each account from time to time.

1.10. Allowable balance: is the amount that the customers can use for spending and payment from their current accounts including credit balance and advance limit (if any) after deducting blocked amounts and credit interests of the Bank, fees, charges and minimum balance to be maintained by holders.

1.11. Account closure: means the termination and closure of the customers' accounts by the Bank.

1.12. Account blockade: means the suspension of all transactions on part or all the balance on an account by the Bank.

1.13. Account documents: include Debit notices, Credit notices, Account number copies, statements and account balance notices.

1.14. Electronic signatures: are the customers' signatures generated by electronic devices agreed by the Bank and the customers during the transactions as registered to use services by the customers. Depending on each service supplied to the customers, electronic signatures are specified in each service used by the customers hereunder.

1.15. FATCA (Foreign Account Tax Compliance Act): is the tax compliance act for holders of accounts opened outside the United States, issued by the US Government in 2010 and taking effect from July 1, 2014, aiming to prevent tax evasion of the US income tax payers through financial accounts opened at financial institutions outside the United States.

1.16. Laws or Regulations of the laws: are the laws or regulations of the laws of the Socialist Republic of Vietnam or any jurisdiction (i) where Vietnam enters into any agreement (or any International Treaty joined by Vietnam as a member), (ii) where the bank and its branches/transaction offices are required to comply (as long as the application is not contrary to the basic principles of the laws of Vietnam).

1.17. US citizens: are US passport holders.

1.18. US residents (for tax purposes): are those, at the time of filing an application form for opening accounts and using services:

- Having valid green cards; or
- Foreign individuals with the length of stay in the United States meeting both following conditions (by calendar year):
  - At least 31 days in current year; and
  - At least 183 days in 3 consecutive years including current year and 2 consecutively preceding years. 183 days in the sum of the followings:
    - o All days of stay in the United States in current year (year N); and

- o 1/3 of days of stay in the United States in the first year consecutively preceding current year (year N-1); and
  - o 1/6 of days of stay in the United State in the second year consecutively preceding current year (year N-2).
- (For a complete definition of “US legal residents”, please visit the portal of Internal Revenue Service (IRS), at <http://www.irs.gov/taxtopics/tc851.html>)
- (<http://www.irs.gov/taxtopics/tc851.html>)

1.19. US identification: including the following factors a) US citizens or US residents (for tax purposes), b) Place of birth in the US, c) Contact phone number in the US, d) Residence or PO address in the US, e) Order to periodically transfer into an account maintained in the US, receive regular directions from an address in the US, f) “letter receiving instead” address or “letter storing” address in the US, g) valid power of attorney issued to an entity having its address in the US related to the customers’ accounts.

1.20. Entities to be reported to the US include account holders being the US citizens, US residents (for tax purposes) and opposing account holders.

1.21. Payments subject to deductions include: a) Fixed or determinable annual or periodical income originated from the US (for example, interest, dividend, rent, salary and wage, etc.); b) proceeds from sale or liquidation of investments in the US which can generate interest and dividend.

1.22. Opposing account holders are those (i) refusing to fill out the addition information form for FATCA purposes; or (ii) failing to provide W-9 or W-8BEN form and relevant evidence at request within 90 days of the Bank’s request; or (iii) banning the Bank to make reports on their accounts; or (iv) failing to provide accurate name(s) and tax code(s) at request after the Bank’s receipt of the notification from the Internal Revenue Service of inaccurate name(s) and tax code(s).

#### Article 2: Account Opening

The customers comply with regulations of the laws and the Bank on account opening and provide the Bank with sufficient, accurate and true information and documents. The customers are solely responsible for the completeness, authenticity, and legality of all information and documents provided to the Bank.

A customer shall have a corresponding customer code at the Bank.

The customers shall take the responsibility of complying with regulations of the Bank on foreign currency transactions when opening foreign currency accounts at the Bank.

#### Article 3: Account Management

3.1. Interest rates: The customers are entitled to interests on the Credit balance at deposit interest rates announced by the Bank from time to time.

3.2. Transaction places:

The customers’ requests for changes in customer and account details, time authorization to use accounts, time authorization cancellation notices or account closure and other transactions as defined by the Bank shall be done at the Bank’s transaction points or other sites acceptable to the Bank.

3.3. Account management fees, account transaction fees, and other relevant fees shall follow the fee schedule published by the Bank from time to time or separate agreements by the customers and the Bank without being contrary to regulations of the laws.

3.4. Debit notices, credit notices, statements and account information provision: The Bank will periodically provide sufficient account documents as determined by the Bank from time to time and agreed with the customers. Holders may ask the Bank to extraordinarily provide account information. The customers shall pay fees for extraordinary account information provision under the Bank’s fee schedule defined from time to time.

3.5. Overdrafts: The customers may use an overdraft limit if there is an overdraft agreement with the Bank. Overdraft limits, fees and interest rates and other related matters shall follow agreements between account holders and the Bank in accordance with regulations of the Bank.

#### Article 4: Use of accounts

4.1. Payment:

- The customers are allowed to execute payment orders arising legally and validly within the credit balances and overdraft limits (if allowed) on current accounts. For services with the Bank’s regulations on payment and withdrawal limits, the customers shall comply with regulations of the Bank. The customers are facilitated by the Bank for the most effective and safest use of their accounts.

- The customers shall comply with instructions of the Bank on establishment of payment orders and use of payment instruments, implementation of payment transactions through accounts, use, transfer and storage of transaction documents and safety measures in payment as defined by the Bank.

- The customers shall select and use the Bank’s payment services in line with the requirements, ability and regulation of the laws.

- The customers shall ensure sufficient amounts on accounts to execute payment orders made and be liable for payments exceeding the allowable balances and repay the Bank amounts wrongly credited on accounts.

- The customers shall self-monitor account balances and compare them with debit notices, credit notices, account statements or account balance notices provided by the Bank.



- The customers agree to accept debit notices, credit notices, account book copies and account balance notices provided by the Bank periodically or extraordinarily at the Bank's transaction points. The Bank will provide full information on accounts at the customers' requests as stipulated by the Bank. The customers shall be liable for errors or misuse or frauds on use of payment services via accounts by their faults.

- The customers are not allowed to lease or lend their accounts or use their account for payment transactions on amount with evidence of illegal origin.

#### 4.2. Notifications and information provision:

- The customers shall promptly notify the Bank of any detected errors or mistakes on their accounts or their account misuse; Provide accurate information when requesting use of payment services or in the process of using payment services via accounts.

- The customers shall immediately notify the Bank of any change in contents already declared in the application forms for opening accounts and using services, FATCA-related, and other information within 30 days of the change. The Bank shall be not liable for problems caused by the customers' delay in delivery.

- The customers shall provide supporting information and documents upon the Bank's request in accordance with regulations of the Bank and the laws or/and for FATCA compliance purposes.

The customers shall be responsible for the accuracy of information provided to the Bank.

The customers agree that in case of failing to supply tax-related documents or tax exemption ones or explain or prove their exclusion from US taxpayers despite US identification, the customers shall be deemed to be (i) citizens of the United States, or (ii) opposing account holders (account holders refusing to provide information), and shall incur a deduction of 30% on current accounts subject to deductions originating from the United States.

- The customers identified as entities to be reported to the United States agree to waive the right to request the Bank to keep confidential their account details and allow the Bank to report details of their accounts opened at the Bank to IRS as required by IRS or competent authorities in accordance with agreements between IRS and the Government of Vietnam.

#### 4.3. Authorization to Use Accounts:

- Holders may authorize others to use their accounts upon each transaction or a definite time; part or all of their rights under procedures and regulations of the Bank. The authorized persons shall reserve the right and responsibility to the extent authorized by the Holders and not authorize to the third party.

- The authorization shall be effective only upon expressed in writing in the Bank's form and certified by the Bank.

- Holders' term authorization termination notices shall be effective only to the Bank when it has provided all information on authorization termination on the Bank's computer network and in any case not less than 24 hours from the Bank's receipt of authorization termination notices from holders at the Bank's transaction points.

#### 4.4. Use of joint current accounts:

The use of joint current accounts shall comply with commitments and agreements in joint current account management and use documents (contracts) and follow the principles below:

- a) Joint account holders shall have equal rights and obligations for joint accounts and the use/closure of joint accounts shall be approved by all joint holders. Each Holder shall be liable for the full payment of liabilities arising from the use of joint accounts;
- b) Joint account use related notices to a Holder shall be regarded as notification to all other joint holders;
- c) Each Holder may authorize another or authorize others to use and dispose of joint accounts in the scope of their rights and obligations with the written consent of all other joint Holders;
- d) When one of the joint Holders dies, is declared to be dead, missing or lose his/her civil act capacity or the Organization is dissolved, bankrupt or terminated under regulations of the laws, the right to use accounts and obligations arising from the use of such accounts shall be resolved in accordance with the laws.

#### 4.5. Other regulations:

- The customers shall have the right to the opening Bank to close, block or change account use forms if necessary.

- The customers shall be entitled to interests on account balances at interest rates determined by the Bank depending on account features and balances and in line with the interest rate management regime of the State Bank issued from time to time.

#### Article 5: Account blockade, closure, and temporary locking

##### 5.1. Account blockade:

The Bank shall have the right to block part of or the entire amount credited on the customers' accounts in the following cases:

- There is a written agreement between the Bank and the customers;
- There is a decision or a written request made by the competent authority in accordance with regulations of the laws;
- Signs of frauds and legal violations related to payment operations are detected;
- Confusions or mistakes in crediting to the customers' accounts or at the request of a refund made by money transfer service suppliers are detected;
- There is a written notice made by one of the Holders of disputes arising out of the joint accounts among joint holders;
- Other cases as prescribed by the laws.

The blockade is terminated in the following cases:

- The duration of the blockade is terminated as agreed by the Bank and the customers;
- There is a decision or request to terminate the blockade in writing made by the competent authority in accordance with regulations of the laws;

- The Bank has verified that there is no fraud or legal violation;
- The Bank has addressed money transfer errors and mistakes;
- There is a written notice of all Holders of the disputes arising out of the joint accounts stating that such disputes have been resolved;
- Other cases as prescribed by the laws

The use of blocked accounts, frozen money, blockade deadline and treatment of payment orders via accounts during the blockade shall be done in conformity with the blockade contents. The customers can normally conduct transactions on such unblocked amount in the accounts.

In case of blockade not requested by Holders, the Bank will send a written notification of the blockade to Holders, specifying the reasons, duration and amount blocked unless the competent authority requests the Bank in writing not to inform thereof.

#### 5.2. Account closure:

The Bank shall reserve the right to close the customers' accounts in the following cases:

- (a) Accounts are closed on the basis of written requests in the applicable form of the Bank from the customers, accordingly the customers shall inform the Bank in writing 30 days in advance for promptly resolving related payments and the Bank closes the accounts only when the customers have performed all liabilities, including but not limited to, outstanding loans, interest accrued, service fees related to the use and closure of the accounts, and return the Bank the list accompanied by all checks and unused printed papers sold by the Bank to the customers (The list must be signed by the holders);
- (b) Such individuals are dead, declared to be dead, missing or lose their civil act capacity;
- (c) Holders commit violations of the law on payment or the agreements with the Bank;
- (d) Account balances are less than the minimum balance prescribed from time to time in accordance with the Bank's service fee schedule and there is no transaction on the accounts within 12 consecutive months (except capital accounts);
- (e) Account effectiveness has expired as agreed between the Bank and the customers.

The Bank will send notices to the customers of the customers' account closure at least 07 working days in advance (unless otherwise required by the laws or the competent authorities on the blockade term) to addresses provided by the customers to the Bank in the following order of priority:

- Notification via email if the customers have provided email addresses; or
- Notification via text message (SMS) if the customers have not provided email addresses; or
- Notification via letter to the customers' registered current residence if the customers have not provided emails and/or cell phone numbers.

Within the period stated in the notices to the customers, they do not reach the Bank to fulfill account closure procedures, the Bank shall:

- Close the customers' accounts; and
- Cancel cards/payment cards in relation to such accounts; and
- Automatically dispose the remaining balances on the accounts in the following order of priority:
  - (1) Automatically deduct from the account balances to conduct obligations, including but not limited to, outstanding loans and interest accrued, use and closure-related service fees; and
  - (2) Make payments as requested by holders; or by successors or successors' representatives in case the holders are individuals who are dead; or by legal guardians in case the holders are individuals who lose their civil act capacity; or
  - (3) Make payments in accordance with court judgments or decisions made by competent authorities;
  - (4) The remaining amounts are managed in "custodial accounts". After 5 years if the holders, successors, successors' representatives or guardians do not reach the Bank to receive the remaining amounts in the accounts, the Bank shall be entitled to recognize them into extraordinary incomes;

After account closure, if the customers desire to use accounts, the customers are required to fulfill procedures for opening new accounts.

#### 5.3. Temporary account blockade:

1. The Bank shall temporarily block (temporary suspension of transactions) partially or wholly the remaining balances as requested in writing by holders (or holders' legal representatives) or agreed in writing in advance by and between the Bank and holders
2. The termination of temporary account blockade and handling of ingoing and outgoing payment orders during the blockade shall be done as requested by holders (or holders' guardians or legal representatives) or agreed in writing in advance by and between the Bank and holders

5.4. Exception condition: The Bank shall reserve the right to refuse the customers' requests for temporary account blockade and closure or suspend the blockade of joint accounts when holders have not fulfill their payment obligations in accordance with the compulsory decisions made by competent authorities or have not complete payments to the Bank.

#### Article 6: Rights of the customers

- 6.1. To use amounts in their accounts to execute legal and valid payment orders. Holders are facilitated by the Bank to use their account in a convenient and safe manner;
- 6.2. To select payment facilities, services and utilities rendered by the Bank;
- 6.3. To authorize others to use their accounts in accordance with the Bank's regulation from time to time;
- 6.4. To require the Bank to perform legal and valid payment orders and to be provided with information on payment

transactions, account balances as agreed upon with the Bank

6.5. To request temporary blockade or closure when necessary; to inform the Bank of disputes arising out of the joint accounts among joint holders;

6.6. Other rights in accordance with regulations of the laws or agreements in writing between Holders and the Bank, in line with the current laws.

#### Article 7: Responsibilities of the customers

7.1. To provide full, clear and accurate information concerning the opening and use of accounts at the Bank's requests. Timely inform and deliver relevant documents to the Bank in case of any change in the information in the account-opening application;

7.2. To comply with regulations on account opening and use of services herein and provisions of the Bank from time to time;

7.3. To timely notify the Bank in case of any error or mistake detected in their accounts or doubted abuse of their accounts. In case of no notifications by the holders to the Bank, the Holders shall completely take responsibilities for possible risks on their accounts;

7.4. To immediately and unconditionally refund the Bank on request amounts withdrawn exceeding the balances or amounts mistakenly credited into the customers' accounts or other mistaken amounts which are not proven to be owned by the customers. The customers hereby agree in writing to allow the Bank automatically deduct such amounts without the customers' consent or notifications;

7.5. To ensure the adequate minimum balances in the customers' accounts as stipulated by the Bank and the available balances to perform payment orders. In case of any overdrafts with the Bank, customer must perform relevant obligations for paying exceeding credit balances in the accounts;

7.6. To check and pay in full-service use related fees in accordance with the Bank's fee schedules from time to time. The customers hereby agree in writing to authorize the Bank to automatically deduct these fees from their accounts;

7.7. To be liable for errors or misuse, fraudulent use of payment services via accounts by their faults or by not providing correct, complete, accurate and immediate changes in the information in the account opening applications; commit to bearing all risks, including financial losses, costs incurred by providing false or inconsistent information;

7.8. Not to lease or lend their accounts, not to use their accounts for payment transactions on amount whose illegal origin has been proven;

7.9. To recognize invoices and documents related to transactions recorded and provided by the Bank's or others' management system;

7.10. To send the Bank investigation requests and complaints (if any) in writing within 07 working days from the customers' receipt of transaction notices or from the violation of the customers' rights and interests. The Bank shall not accept any liability whatsoever if the customers' complaints come over such term. The customers shall bear the costs of complaints under regulations of the Bank;

7.11. Where the customers use services for payments to service providers, the customers are committed to being responsible for transactions with incorrectly provided information such as service codes, payment codes, payment amounts, payment dates and/or other information ... and the customers shall be responsible for resolution of disputes related to the provision of inaccurate information; repeatedly sent transactions conducted by the customers and other matters arising between the customers and service providers at all times including before, during and after the Bank has transferred the money to the accounts of service providers;

7.12. To agree to receive notifications, instructions related to the Bank's products and promotional and incentive programs and new products and services via telephone and email registered in the service registration forms;

7.13. Not to use accounts to perform transactions with the aim at money laundering, terrorist financing, fraud or other violations of the laws;

7.14. The customers hereby agree to allow the Bank to automatically recover or deduct from their account balances under regulations of the laws and FATCA. If applicable, receipts will be paid (i) directly to the competent relevant authorities or (ii) indirectly to the Bank in accordance with relevant requirements within the scope of the laws of Vietnam.

The customers hereby agree to waive the right of claims when the Bank implements measures to comply with regulations of the laws and FATCA, including but not limited to, the case of 30%- tax deduction.

7.15. Other responsibilities as defined hereunder and relevant regulations of the laws.

#### Article 8: Rights of the Bank

8.1. The Bank shall reserve the right to debit in customers' accounts in cases below:

- To collect the customers' due and overdue debts, interest and other financial obligations to the Bank, eligible costs incurred in account management and payment service provision of the Bank;
- To follow written requests of competent authorities in the enforcement of decisions on sanctioning of administrative violations, enforcement decisions, tax collection decisions or fulfillment of other payment obligations as prescribed by the laws;
- To adjust items accounted incorrectly, in contrary to nature or use content of accounts in accordance with regulations of the laws;
- To adjust the wrong crediting detected to the customers' accounts or at the request of canceling of crediting orders of transfer and payment service providers who discover differences from transferers' payment orders;
- To collect account management fees and payment fees according to the charging policy as defined in the fee schedules issued by the Bank from time to time;

- To debit amounts in dispute and charges in case of disputes arising between the Bank and the customers despite no official documents of competent authorities on that. Customer hereby agrees that the Bank has full autonomy to debit the amounts in dispute and only pay the customers back upon a decision of a competent court requesting the Bank to refund them to the customers;
  - Other cases as agreed by the Bank and the customers or as prescribed by the laws.
- 8.2. The Bank shall reserve the right to refuse payment orders in cases below:
- The customers fail to fully implement the requirements on payment procedures; Payment orders are invalid, incompatible with registered elements in the account-opening applications or inconsistent with the agreements between the Bank and the customers;
  - The customers' transaction information is inconsistent with the contents as specified in the Regulations on the implementation of the prevention of money laundering and anti-terrorist financing and economic and commercial sanctions issued by the Bank from time to time;
  - There is a written request from a competent authority or evidence on payment transactions for money laundering, terrorist financing in accordance with the law on prevention of money laundering;
  - The customers remain insufficient balances in their accounts to ensure the implementation of payment orders in case of an absence of prior overdrafts or exceeding overdraft limits with the Bank to perform payment orders;
  - Accounts are temporarily locked or blocked wholly or partially while the remaining balance is not enough (except for overdrafts) or exceed the overdraft limits for performing payment orders.
- 8.3. The Bank shall reserve the right to define measures to ensure the safety of payment depending on the Bank's operational requirements and characteristics.
- 8.4. The Bank shall reserve the right to request the customers to provide full information and documents necessary for service application and in the process of service use.
- 8.5. The Bank shall reserve the right to apply fines to the customers' violations of the regulations on the use of accounts as agreed or stipulated.
- 8.6. Where the transferred amounts are denominated in the currencies other than those of the accounts, the Bank will notify the customers of getting such amounts in a certain time; In case the Bank fails to notify the customers or the customers do not reach the Bank on time as notified, the Bank shall reserve the right to refund such amounts to the transferring banks or automatically convert them into VND at the buying rate issued by the Bank at that time and credit to customers' VND current account at the Bank.
- 8.7. The Bank shall not liable in case of malfunction of processing, communicating and electrical systems by faults of third party service providers, or for any reason beyond the control of the Bank or in case of for the purposes for safety and risk elimination for the customers, the Bank's failure or delay in implementation of the agreements hereunder.
- 8.8. In case of any users' violation of current regulations or existing agreements with the Bank or signs of legal violations detected, the Bank shall have the right not to perform the customers' payment service requests, retain exhibits and immediately inform the competent authority for consideration and treatment.
- 8.9. The Bank shall have the right to terminate/refuse/suspend service provision without prior notices to the customers when the Bank deems it is necessary, including but not limited to the following cases: the customers fail to comply with the agreements hereunder and regulations of the Bank or the Law on the use of services; there is a decision or requirement of the laws or the competent authorities; matters related to forgery, risks or suspected frauds arise; benefits of the Bank/the customers/third parties may be violated; the Bank suspends services for system maintenance or upgrades; incidents happen in telecommunications services; incidents happen with causes beyond the control of the Bank, leading failures to perform services, including but not limited to, technical problems, vandalism, earthquakes, natural disasters, network congestion and outages due to service providers or The bank; the transactions do not meet limits registered by the customers; the customers' account balances are not enough to make payments or transfers after deduction of fees; codes and/or passwords do not match exactly; payment or transfer orders are illegal or invalid under the provisions of the Bank or do not match with registered information at the Bank; the customers fail to comply with requirements on security or services capable of risks as recommended by relevant organizations; transactions are suspected to be related to elements of crime, money laundering, legal violations or for the purpose of implementing anti-money laundering as prescribed by the laws and the Bank; circumstances are beyond the control of the Bank;
- 8.10. The Bank shall not be responsible for damages with causes beyond the control of the Bank, leading to failures to conduct services, including but not limited to, technical problems, vandalism, earthquakes, natural disasters, network congestion, and outages;
- 8.11. The Bank shall reserve the right to disclose to competent authorities detailed information on the customers' accounts as required by the laws, especially the provisions of FATCA. The customers agree that information related to their accounts may be informed directly (or indirectly) to the United States Internal Revenue Service or competent authorities under agreements between the IRS and the Government of Vietnam or in another jurisdiction within the allowance scope of the Laws of Vietnam;
- 8.12. The Bank shall not be responsible to the customers in case of the customers' failures to perform their obligations hereunder, leading to the Bank's violation of the laws or Regulations of the laws and regulations on FATCA;
- 8.13. Other rights as defined by hereto and relevant laws.

#### Article 9: Responsibilities of the Bank

- 9.1. To conform to the regulations on service provision to the customers as agreed hereto, regulations of the Bank and the Laws; To instruct the customers to follow regulations on preparation of account-opening application, transaction documents and relevant regulations on the use of accounts. The Bank shall have the right to timely adjust wrongly opened or inaccurate used accounts.
- 9.2. To keep confidential information related to accounts unless otherwise stated in Sub-Article 7.11 above; to conduct transaction on accounts as prescribed by the laws; to provide information related to accounts and transactions on accounts as prescribed by the laws.
- 9.3. To perform fully and timely the customers' payment orders and account use requests in line with regulations and agreements between the Bank and the customers; to control the customers' payment orders, ensuring their compliance with the prescribed procedures, validity and consistency with registered information; To adequately and timely provide payment services and facilities required for the customers' needs of transactions.
- 9.4. To solve the customers' investigation requests and complaints related to the use of service in accordance with regulations of the laws and the Bank from time to time.
- 9.5 To conduct accounting in accordance with economic operations arising on the basis of legal and valid accounting documents received; to adjust amount accounted wrongly inconsistent with the nature or the content of accounts as prescribed; to timely reimburse payments mistakenly debited into the customers' accounts;
- 9.6. To provide full information on balances and transactions arising on accounts under agreements or at the request of Holders (as defined in the contracts/agreements on opening and use of accounts) and be responsible for the accuracy for the information provided;
- 9.7. To publicly post regulations on opening and use of accounts and service fee schedules;
- 9.8. To be responsible for damages, violations or misuse of the customers' accounts by the Bank's fault.
- 9.9. Other responsibilities hereunder and as defined by relevant laws.

## **PART 2: REGULATIONS ON OPENING AND USE OF DEBIT CARDS**

### Article 1: Definitions

- 1.1. Cards are issued by the Bank to perform card transactions under the conditions and terms agreed by the parties. For the purposes of these terms, cards include domestic debit cards, international debit cards, and/or other debit cards issued by the Bank according to the customers' registration.
- Domestic debit cards mean debit cards issued by the Bank on the basis of the customers' current accounts opened at the Bank, used to withdraw cash, perform some other services in the automated teller machines (ATMs) and pay for goods and services at POS units in the territory of Vietnam.
- International debit cards mean debit cards issued by the Bank on the basis of the customers' current accounts opened at the Bank, used to withdraw cash, perform some other services in the automated teller machines (ATMs) and pay for goods and services at merchants of the International Card Organizations within and outside the territory of Vietnam.
- 1.2. Cardholders refer to individuals provided cards for use by the Bank, including primary and supplementary cardholders.
- Primary Cardholders refer to individuals whose names are stated in the agreements on the card usage as well as the obligation with the Bank to implement such agreements.
  - Supplementary Cardholders refer to individuals who are permitted to use the cards by the primary cardholders under the agreements on the use of cards between the cardholders and the Bank. Supplementary Cardholders are responsible for the use of cards to the primary Cardholders and the Bank.
- 1.3. Accounts linked to cards mean account associated with cards and registered to the Bank by cardholders.
- 1.4. Card transactions refer to transactions in which cardholders use cards to withdraw cash, pay for goods and services or other licensed services provided by the Bank or other card payment institutions
- 1.5. E-commerce transactions refer to transactions in which cardholders use card information to sell and purchase goods and pay for services via the Internet, telephone and mail.
- 1.6. Card validity period refers to the duration Cardholders are allowed to use cards. The validity period is shown on cards interface. In case of closed accounts by the Bank, cards are invalid.
- 1.7. International card organizations refer to Visa, MasterCard
- 1.8. Automated Teller Machines (ATMs) are equipment of the Bank and others for cardholders to withdraw cash or conduct some other permitted transactions.
- 1.9. Merchants are organizations or individuals accepting payment of goods and services and providing withdrawal and submission service via cards following the agreements with the Bank.
- 1.10. Correspondent banks are banks authorized by VIB to perform some card services through Correspondent banks contracts on Card services.
- 1.11. Acquiring banks are financial and credit institutions conducting card payments through the merchant network and/or cash advance points and/or ATMs legally.

### Article 2: Electronic signatures

Electronic Signatures in Card Services are personal identification number (hereinafter referred to as PIN), being passwords of cardholders offered by the Bank and used in some types of card transactions to authenticate the Cardholder.

### Article 3: Card limits

- 3.1. Cardholders shall use the cards in accordance with their limits as specified by the Bank.

3.2. Cash withdrawal limit per a transaction is the total maximum cash allowed to withdraw by cardholders as specified by the Bank.

3.3. Daily withdrawal limit is the total maximum cash allowed to withdraw per day by cardholders as specified by the Bank.

3.4. If cardholders wish to change the card limits, they shall contact the Bank for consideration and changes followed the Bank regulation by period.

3.5. The above limits will be defined by the Bank by period for each service/ card type registered by cardholders.

#### Article 4: Card payment currencies

4.1. Within the territory of Vietnam, card transactions shall be implemented in Vietnam dong.

4.2. Outside the territory of Vietnam: transactions on international debit cards shall be implemented in Vietnam dong, Waivedly converted foreign currencies and others accepted to be payment currencies for current transactions in accordance with regulations of the laws.

#### Article 5: Card issuance

5.1. Cardholders directly reach the Bank to receive cards/PINs or authorized others in document to receive cards/PINs or request the Bank to deliver cards/PINs by mail. The authorization letter shall be made in two (02) originals directly at the Bank, sighted and stamped by the Bank and each party shall hold one (01) original or certified copy. If cards/PINs are delivered by mail, Cardholders shall bear all risks which may be arising risks and send confirmation on PIN to the Bank upon their receipt of cards/PINs.

5.2. Cardholders shall change PINs at the ATMs right after using debit cards or upon receipt of reissued PINs.

5.3. To debit cards issuance request, cardholders shall collect cards within 90 days of issuance. After this timeline, cards will be canceled, and Cardholders shall bear card issuance fees and shall not have any complaint and claims against the Bank.

#### Article 6: Use of cards

6.1. The scope of cards usage: cards are used to pay for goods and services; send; submit; withdraw cash and use other services from ATMs.

6.2. Fees for cards usage: Cardholder shall pay fee for card services usage with fee types and rates determined by the Bank by period depending on cards types or services provided to cardholders and comply with the regulations of the laws. The fee schedule is publicized at the Bank's headquarter and through the Bank's official website.

#### Article 7: Responsibilities of cardholders

Primary and supplementary cardholders shall be jointly and severally responsible for implementing the terms and conditions of card usage as agreed by cardholders and the Bank. Primary cardholders shall be responsible to the Bank for supplementary cardholders' usage and payment of all card transactions to the Bank with invoices signed by both primary and supplementary cardholders as well as card PINs usage. Where primary cardholders are dead, missing or incapacitated, the payment to the Bank and receipt of account balances from primary cardholders' accounts or the remaining amounts in cards shall be made under regulations of the laws.

#### Article 8: Refusal of card payment

Cards transactions by cardholders shall be refused by the Bank, including but not limited to the following cases:

8.1. Cards counterfeit or related to fraudulent transactions;

8.2. Cards have been notified to be stolen or lost by Cardholders;

8.3. Available balances cannot cover the payments;

8.4. Cardholders fail to pay in full the debts, interest or fees as specified by the Bank;

8.5. Cardholders violate regulations of the State Bank of Vietnam, the Bank and card payment organizations or agreements between cardholders and the Bank;

8.6. Other cases as specified by the Bank by period.

#### Article 9: Rights of cardholders

9.1. Use cards to conduct transactions within the transaction limits as defined by the Bank.

9.2. To use cards on cardholders registered accounts. The rates applicable to foreign currency transactions are announced by the Bank at the transaction time.

9.3. To join close customer programs and enjoy promotional offers and discounts for cardholders.

9.4. To request the Bank to issue up to 2 supplementary cards; primary cardholders reserve the rights to review transactions of supplementary cards, but supplementary cardholders are not entitled to review transaction of primary cards.

9.5. Primary Cardholders reserve the right to unilaterally terminate the use of cards. In this case, supplementary cardholders shall be deemed to terminate the use of cards. Primary Cardholders reserve the right to request the Bank in document to stop using cards without supplementary cardholders' consent.

9.7. To earn interest on accounts balances linked to cards under the Bank's policies.

9.8. To make complaints and request the Bank to chargeback the card transactions under regulations of the Bank and international card organizations.

#### Article 10: Obligations of cardholders

10.1. To provide complete and exact information as required by the Bank upon card application request form and in the process of using cards. To notify the Bank of any change in personal information

10.2. Primary cardholders shall be obliged to open current accounts at the Bank and responsible for card transactions by supplementary cardholders.

- 10.3. To directly reach the Bank to get cards/PINs. In the case of authorizing other to receive cards, an authorization letter shall be made at the Bank or notarized/authenticated in accordance with regulations of the laws.
- 10.4. To change PINs upon receipt of cards and keep PINs confidential.
- 10.5. To be responsible for preserving cards/PINs. Not to transfer or give card to others for use.
- 10.6. To inspect and make full payment of fees related to card transactions as well as other fees as determined by the Bank from time to time. To ensure accounts linked to cards have enough balances to perform transactions and payment of fees.
- 10.7. To enter sample signature in the signature box on the back of the cards upon receiving cards. When trading at merchants, Cardholders shall sign bills with the same signature as the sample one apart from those without cardholders' signature required.
- 10.8. To be responsible for transactions arising from the confirmation signing for card receipt.
- 10.9. To be responsible for payments of transactions with cardholders' signatures and PINs and/or use of card information and other transactions if acquiring banks provide enough evidence of Cardholders' transaction without signatures.
- 10.10. In case of lost/misplaced/PIN disclosed or suspiciously abused cards; Cardholders shall immediately notify the Bank as soon as possible with confirmation in writing later. Cardholders shall take further responsibilities for all the transactions made before the Bank's receipt of such notice. Cardholders shall not use cards reported to be lost/misplaced and return them to the Bank if they are found.
- 10.11. Not to cancel or change any card transactions that have been successfully implemented at ATMs and POS units and recorded by the Bank's system with full information on card numbers, account number, transaction codes and other operational details.
- 10.12. To solely bear responsibilities and risks (if any) related to e-commerce transactions
- 10.13. For international debit cards: cardholders shall pay the disputed card transactions and charges incurred in accordance with regulations of the International Card Organization when the disputes submitted to the international arbitration and cardholders lose.
- 10.14. To solely bear responsibilities and risks (if any) related MOTO (card not present) transactions and others via card. Cardholders may not use cards to perform transactions when account balances are not sufficient.
- 10.15. Chargeback requests against card services (including domestic debit cards, international prepaid cards and international debit cards): Cardholders shall be responsible for fulfilling the requests within 30 days from the transaction dates. Beyond the above period, the Bank will continue to support the chargeback, but the results will depend on the goodwill of other parties involved and Cardholders shall bear all losses incurred due to late chargeback. Chargeback requests delivered after 90 days from the transaction dates (including Saturdays, Sundays and holidays) will be rejected by the Bank.
- 10.16. Cardholders shall immediately notify the Bank of failed transactions. In case of notifying by telephone, Cardholders shall drop to the nearest branch to hand over the cards right then or 01 hour at the latest (during working hours) or in the next working morning (if outside working hours). In case of not receiving cards, the Bank may refuse to receive chargeback requests since cardholders fail to conduct transactions.
- 10.17. Any request by Cardholders related to cards issuance and usage shall be made in writing or in forms permitted by the law or by the two parties. The Bank shall not be responsible for damages incurred due to cardholders' requests not done in these forms.
- 10.18. To be responsible for the quality of goods and services and disputes relating to the purchases of goods and services paid via cards.
- 10.19. If a cardholder uses cards to book services but cancel them without any notice of cancellation within the time defined by merchants, cardholders shall still pay partially or entirely on service pricing, related taxes and fees as stipulated by each merchant.
- 10.20. To proactively resolve with merchants' transactions before registering chargeback to the Bank.
- 10.21. When stopping online spending function on periodical transactions (monthly, quarterly), Cardholders shall keep proof of service cancellation. To notify the Bank in writing of any change in information related to the issuance, use and payment of cards.
- 10.22. In case of the desire to unilaterally terminate the use of card, Cardholder shall notify the Bank in writing. Cardholders shall not continue to use cards after receiving a written notice of card cancellation or termination. In case of unilateral card termination by cardholders, cardholders shall return cards to perform card cancellation procedures as defined by the Bank. In case of failure to hand over cards to the bank, cardholders shall bear full responsibilities and risks related to such failure.
- 10.23. Not to use or allow using cards for the purpose's contrary to regulations of the laws of Vietnam, International Card Organization and the Bank.
- 10.24. To fulfill all the requirements of the Bank during the card transactions chargeback process. Cardholders shall be responsible for chargeback and pay in full the fees in case of false claims.
- 10.25. To be committed to understanding and bearing the risks incurred (if any) during registration for e-commerce transaction functions.
- 10.26. Cardholders shall commit to understand and be responsible for all arising risks if any upon e-commerce function registration.
- 10.27. When the card validity term expires, cardholders' failure to fulfill procedures to continue the use of cards with a new term as prescribed by the Bank shall be deemed to terminate the use of cards without exception of obligations to make full

payments hereunder.

#### Article 11: Rights of the Bank

11.1. To be exempt from all obligations in case processing system, communication system is out of work, or due to any reason beyond Bank control.

11.2. To be exempt from all obligations if the card is used to withdraw cash, pay for goods and services while that card is stolen or lost but Cardholder has not promptly notified to the Bank.

11.3. To be entitled to automatically debit from cardholder's account charges, payments, withdrawals and wrong credit amount concerning to the use of bank cards as prescribed.

11.4. The bank will debit / credit to the cardholder's account the transaction value of the card, the charges incurred (if any) as specified in Debit card issuance & usage of the Bank at the transaction time following exchange rate on transaction date as specified by International Card Organizations and/or bank.

11.5. The bank may refuse to provide transaction approval code if the available account balance is not enough to pay or reaches the maximum daily transaction limit

11.6. The bank shall not be responsible if the cardholder experiences any problems related to the goods and services paid by card. The Bank shall not involve to the disputes between cardholder and merchants.

11.7. To be allowed to supply the competent authorities with the information about account, transaction and other information of the cardholders for investigation, complaints, disputes purpose on the Card Transaction in accordance with the law.

11.8. To be entitled to card blockage, card suspension without refund the fees in the following cases:

- The cardholder violates the terms and conditions set forth in this document or when there is decision/request in writing from the competent State agency;
- When the Bank supposes that there is counterfeit and risks, including but not limited to: the fake card, fraudulent transaction, card information reveal, money laundering,....In case of card blockade due to fraudulent transactions, the banks will contact (by phone) to verify the cardholder information registered with the bank. In case of unreached cardholders, the bank will be entitled to automatically block the card to mitigate risks to the Cardholder without notice in writing to the cardholder. Here, the cardholder agrees to accept all responsibility or obligations for Bank when implementing card blockade due to fraudulent transactions.

11.9. The bank reserves the right to retrieve the card by notice to the Cardholder or via correspondent banks, acquiring banks or merchants due to fraudulent transaction, counterfeit card, or requested in writing by the state agency. In this case, the bank is not liable for any harm to honor and prestige of the cardholder resulting from the withdrawal of the card.

11.10. The bank is not liable for the risks relating to the cardholder's performing electronic commerce transactions for payment of goods and services.

11.11. For international debit card, the bank reserves the right to reject card transactions with amount less than 25 USD or equivalent in merchants of tourism and entertainment as prescribed by the international card organizations (Ex: Airline, car rental service, ship, train, hotels, motels, restaurants, travel agencies, ...) and amount less than 10 USD or equivalent in other merchants.

11.12. Collect information on Cardholder from the organizations and/or other individuals or request Cardholders to provide full required information and documentation while issuing and using the Card.

11.13. To record, storage and use of information/instructions from Cardholder verbally.

11.14. To provide information on cardholder / card account / transaction for organizations and individuals as prescribed by law, card organization.

11.15. To debit account linked to card transaction value and costs of issuance and use of cards without impaction the delivery, receipt, goods and services quality accepted for payment by card.

11.16. To accept and/or reject transactions as prescribed by law, card organizations, banks, and card payment bank.

11.17. To use any documents relating to the transaction as transactions proof performed/ Authorized by the Cardholder.

11.18. To implement card blockade, retrieval when there are no transactions generated within 12 consecutive months from the card issuance date.

#### Article 12: Bank obligation

12.1. The bank commits to comply with the regulations on issuance, payment, guarantee the rights of the cardholder, storage of cardholder information, except for other provisions by law.

12.2. To implement card blockade within 02 (two) working hours after receiving notice from the cardholder on the lost, stolen card or revealed PIN code in writing at the bank branch/transaction office or Call Center

12.3. To notify information related to the issuance and use of cards by one of the following information channels: the official website of Bank, the mass media, electronic mail and other information channels.

12.4. To provide the customers care services for cardholders.

12.5. To handle complaints as per the request from the Cardholder.

12.6. To keep confidential information on cardholders, card, card account, transactions apart from those prescribed by law.

12.7. To comply with the provisions of law, the card organization on issuance, payment.

### **PART 3: USING TERMS OF E-BANKING SERVICE (MOBILE BANKING / INTERNET BANKING / MOBILE BANKPLUS / MOBILE APPLICATION)**

#### Article 1: Definitions



- 1.1 Mobile Banking / Internet Banking / Mobile BankPlus / Mobile application: the e-banking services provided by banks allowing the customers to perform transactions through web browser or application installed on mobile phone.
- 1.2 OTP: the one-time password (short for One Time Password) is only valid in a login session or for a particular transaction in a certain time.
- 1.3 Virus: A malicious code with the ability of self-replication, copy to perform a certain purpose of a third party.
- 1.4 Worm: Is a program with ability of self-replication, self-spreading through networks with the aim of destroying the network of information, reducing the possibility or even stopping operations of infected networks.
- 1.5 Trojan (also known as Trojan horses) is the malicious code as harmful as viruses, intrusions into the system to vandalism while creating favorable condition for other dangerous viruses to infiltrate.

#### Article 2: Customers' commitment of using services

- 2.1. To comply with the law and implement correctly, in full the guidelines on service and safe of Mobile Banking / Internet Banking / Mobile BankPlus / Mobile Application that the banks provide.
- 2.2. To agree to provide all the information that banks request for providing services. The customers must ensure that all information provided to the banks is accurate, lawful, truthful and updated, and the customers shall bear full responsibility before law for the veracity and lawfulness of that information.
- 2.3. To ensure that the customers can use the service, the bank will provide the login name/password, in which:
- 2.3.1. The customers must change the password for the first using time. The password should be changed periodically (as decided by the customers) or when the service requires for change. The changing password must comply with the regulations of the bank.
- 2.3.2. The customers should be responsible for security and preservation of usernames, passwords granted by the bank to ensure that only him can use the service and must use all necessary measures to avoid and prevent the service using by incompetent people.
- 2.3.3. The customers should not keep the password in any way that others can recognize, not disclose information about the login name and password to any third party, and not choose a password that is easy to guess, such as date of birth, phone number.
- 2.3.4. If the customers suspect or discover that the username, password and other identification elements is disclosed, stolen, he should immediately change the password. If the customers are unable to change, he must immediately notify the Bank through the customers service 24/7 (+844) 62 58 58 58 or 1800 8180 or at the bank branches / transaction offices. The bank will suspend the services until there is further notice from the customers.
- 2.4. The customers should not allow other persons to use the service.
- 2.5. The customers should not accidentally or intentionally leave the device while using the service.
- The equipment means mobile and security devices to access the system. The customers must ensure that all service connections have been ended before the customers no longer uses that equipment.
- 2.6. The customers cannot access to the service system by devices connecting to the unsecured telecommunications network (e.g. Wi-Fi) unless the customers ensure that nobody can steal or copy or gain the customers' access right.
- 2.7. The customers should ensure that the device used to access the Mobile Banking / Internet Banking / Mobile BankPlus / Mobile Application contain no malicious code including, but not limited to viruses, worms, Trojan horses or equipment with installed properly protected programs.
- 2.8. The customers must inform the bank immediately if there is any change related to e-mail address, telephone number. Unless there is change notification from the customers, the bank will continue to provide services through an e-mail address, phone number registered by the customers. The bank is exempt from all responsibility for damages, losses (if incurred) of the customers if the banks provide services via e-mail address, phone number registered by the customers but that address or phone number is locked, destroyed, corrupted or unavailable or due to other reasons, the customers cannot receive the services from the bank.
- 2.9. Responsibilities of the customers for unauthorized transactions:
- The customers must bear full responsibility and damages for unauthorized transaction implement with the customers' usernames and passwords without deny, change, rejection, repudiation for any reason, if:
- The customers do not comply with the provisions of username and password as specified in Article 1.3.1 to 1.3.4.
  - The customers are indifference or failure to abide by the regulations on transaction processes as defined from Article 1.3 to 1.6.
  - Transaction is not allowed to be done before the customers notify to the bank as in article 1.3.4.
- 2.10. If the customers save account to the list of beneficiaries, the customers agree that:
- The customers are allowed to perform money transfers, payments to other with details of account, account name saved to the list of beneficiaries without authentication by one-time passwords (OTP).
  - The customers bear full responsibility and loss (if incurred) for remittance transactions, payments to others with name saved to the list of beneficiaries (unless such transaction is caused by the customers' not seriously complying with the provisions in Section 2.4).

#### Article 3: Bank commitment of providing service

- 3.1. The bank commits to provide available services for the customers. However, the customers must accept that the system upgrade, system overload, and other cases of force majeure also mean that the services are not always available at any time,

anywhere.

3.2. For service management roles, the bank can at any time, anywhere:

- Change processes, systems, or
- Add, change or suspend or terminate the existing features, or
- Stop providing services.

3.3. The bank will attempt to notify the customers on any necessary changes as soon as possible.

3.4. The bank will ensure that service supply system is operating safely, securely and smoothly, capable to control risk while always updating the relevant regulations and procedures.

3.5. The bank is exempt from all liability for damages, losses of the customers incurring in the process of using the service, unless these damages, losses are due to the fault from bank (due to not complying with article 2.4).

3.6. The customers are exempt from all liability for damages, losses incurred directly or indirectly for the customers in the following circumstances including (but not limited to):

- The customers are lost, stolen, disclosed or leaked username, password so that other people can use the service and access the information provided by the service.
- The customers allow other people to access the account, use the service and access the information that the service provided.
- The service supply process is interrupted, delayed, unavailable or any incidents occurring beyond the reasonable control of the Bank, including but not limited to following cases: upgrade, communication line failure of telecommunication networks, interruption fault by a third party
- Any account information accessing by a third party (except when the third party accessing is due to the bank carelessness).
- Any Force majeure action including but not limited to natural disasters, strikes or directives/decisions of the State, Government agency or other competent authorities ...
- The bank decides to unilaterally terminate, suspend supplying services to the customers but prolongs time before notice or without notice to the customers as stipulated in Article 3.3 below.

3.7. The bank is not bound to cancel the directions that the customers have done successfully. However, if the customers require canceling instruction after implement, the bank shall make the best effort to implement as stipulated by the rules and regulations of banking system. The customers must commit irrevocably that the customers will have to pay for all the responsibility for costs which banks must bear in such cases.

3.8. The bank may refuse to implement the instructions of the customers or require the customers to confirm in a certain number of indications. If the banks find that an instruction is not really performed by the customers, after reasonable efforts to check the authenticity, the bank has right to cancel the instruction and is exempted from any liability if any.

3.9. The bank may refuse payment instructions if the transaction exceeds the limit; the account is not sufficient, closed, and invalid.

#### Article 4: Service termination

4.1. The customers shall have the right to unilaterally terminate the services at any time by sending a written request (or in any other manner as defined by the Bank for the service from time to time).

The Bank will terminate the services immediately after receipt of the customers' written requests to terminate the services or in accordance with regulations of the Bank from time to time.

4.2. The Bank may unilaterally terminate or suspend the provision of the services to the customers in the following cases but not limited to:

- The Bank suspects the customers of fraud.
- The Bank believes that the customers' use of the service may cause losses for the customers or the Bank.
- The Bank believes the safety and security of the service is not properly followed by the customers
- The customers have mistyped usernames/passwords 05 times.
- The Bank complies with the requirements of the laws.
- Other cases as specified by the Bank.

4.3. The Bank's unilateral termination or suspension of service provision to the customers shall be notified to the customers as soon as possible. However, for any other legitimate reason as identified by the Bank (e.g. security issues. etc.), the Bank may extend the time prior to notification or provide no notice to the customers.

4.4. In case the services currently used by the customers are terminated for any reason, this does not affect the directions that the customers have done before.

#### Article 5: Fees

5.1. The customers agree to unconditionally and irrevocably authorize the Bank to debit fees for using the services from any account of the customers opened at the Bank to pay fees for using the service.

5.2. Fees for using the services are announced by the Bank from time to time in the branches or on the website of the Bank.

#### Article 6: Limits of use

6.1. Unless separately agreed by the Bank and the customers, all transactions conducted via Mobile Banking/Internet Banking/Mobile BankPlus/Mobile Application shall comply with the regulations on the Bank's limits of use.

6.2. Daily transaction limit is the maximum amount of a day the customers can perform transactions via Mobile Banking/Internet Banking/Mobile BankPlus/Mobile Application excluding transfers among accounts opened at the Bank, loan payment transactions and credit card debt payment of their own.

6.3. Card transaction limit means the maximum amount of a money transfer from the customers' accounts into (domestic) debit cards issued by another bank.

6.4. If the customers wish to change daily transaction limits, the customers shall contact the Bank for consideration and changes in the limits as determined by the Bank from time to time.

Article 7: Changes in contents of terms and conditions

The Bank shall reserve the right to automatically change, supplement or reduce the terms of this document at any time by giving a notice of changes (by text, email or SMS) to the customers (to the customers' registered addresses), or at the points of transactions/branches of the Bank, or posting on the website of the Bank, or sending messages via the service system. The customers shall retain the right to use the services with the same terms until the Bank's new notice.

Article 8: Commitment and dispute resolution

The two parties undertake to strictly implement the said terms and amendments and revisions as well as appendices (if any). In case of any dispute arising in the implementation process, the two parties shall jointly resolve it through negotiation and mediation. Where negotiation or mediation fails, either party may submit the dispute to the competent People's Court to settle.

Notes: All abbreviated words are mentioned in the Interpretation of Article 1, Part 1; Article 1, Part 2 and Article 1 Part 3 herein applicable to the entire Terms of Opening and Use of Accounts and Services.