

VIETCOMBANK ELECTRONIC BANKING SERVICE AGREEMENT

Article 1: Scope of Service:

Vietcombank will provide VCB-iB@nking Service, VCB-SMSB@nking Service (hereafter called “Service”) to customer, including:

- 1.1. Information inquiry: deposit account, loan account, credit card, foreign exchange rate, interest rate, ...
- 1.2. Bill payment
- 1.3. Other electronic banking services provided by Vietcombank from time to time.

Article 2: Customer’s commitment:

- 2.1. Strictly follow the Service instructions provided by Vietcombank.
- 2.2. An instruction will be considered as authenticated and accepted by Vietcombank if it has been effected through the Service using an appropriate Username, Password, and/or any other additional verification imposed Vietcombank unless Customer gives Vietcombank prior notice as specified in section 6.3 and 6.8 of Article 6.
- 2.3. Agree to provide all the information requested by Vietcombank to serve the Service supply. Customer ensures that all the information provided to Vietcombank is correct, adequate, truthful and updated. Customer has to be responsible for all damages, losses or other risks caused by provision of incorrect, inadequate, untruthful and outdated information
- 2.4. In case of using electronic banking service, email, Customer agrees:
 - a. To inform Vietcombank any change concerning Customer’s email address, mobile phone number (whether these changes arise from new mobile number change, service termination with the service provider, loss of mobile phone, or any other reasons). Vietcombank will continue to provide Service via registered email or mobile phone number until receiving the notice of changes from Customer.
 - b. Message is considered to be sent to Customer if the message is sent by service providing partner whether Customer receives this message or not.
 - c. For the electronic banking service via mobile phone message: Vietcombank will not ensure be responsible for any information or message of electronic banking service logged on and used by an unauthorized third party since the information/message received and sent to the service provider by service providing partner of Vietcombank. Customer agrees that Vietcombank will be absolved in these cases.
 - d. To receive messages sent by Vietcombank with purposes below:
 - Informing changes in the Customer’s registered account
 - Informing OTP (electronic password)
 - Informing new products, services and promotion programs
 - Informing other notices to implement the electronic banking service with Customer
- 2.5. Customer may make payments by using the Service at Customer’s disposal; however the payments must not exceed the daily transfer/payment limit approved by Vietcombank as well as

Customer's available account balance unless Customer is given an overdraft for such account by Vietcombank.

Article 3: Password, electronic signature

- 3.1. The password provided by Vietcombank is used to identify Customer. It is Customer's responsibility to change the Password within 24 hours of receiving , otherwise the Password will be invalid. Customer should change the Password periodically.
- 3.2. Electronic signature is the Security Code sent by Vietcombank to Customer to certify Customer's rights and obligations in connection with the Service. Electronic signature is deemed to have the same validity as Customer's handwritten signature.
- 3.3. Customer has responsibility to secure his username, password, electronic signature and other identification factors provided by Vietcombank. Customer should use all necessary measures to prevent unauthorized persons from using this Service. Customer should remember the Password instead of writing on paper, keeping in mobile, computer or similar devices.
- 3.4. Customer has responsibility to secure his password and electronic signature to make sure that only Customer can log-on and use the Service. All payments and transfer transactions checked by Vietcombank with the correct, sufficient and identification factors in accordance with terms and commitments in this Regulation can be implicit as Customer's will. Customer has to be responsible for all obligations on risks or damages caused by usage of unauthorized persons.
- 3.5. Customer has to inform Vietcombank immediately when finding that the username, password, electronic signature, security device and/or other identification factors are lost, stolen, or suspected to be discovered. Customer has to be responsible for damages, losses or other risks happened at a time before Vietcombank receives Customer's advice

Article 4: Processing time

- 4.1. Vietcombank will act on Customer's instructions under the following principles
 - a. Customer may use the Service 24 hours a day and 07 days a week;
 - b. In relation to payments to accounts with Vietcombank, Vietcombank will act on these instructions instantly;
 - c. In relation to payments to accounts not held with Vietcombank, different cut-off times applied to different instructions. The instructions received by Vietcombank prior to a cut-off time will be acted on instantly; the instructions received after a cut-off time may not be processed until the next business day.
- 4.2. Time of sending information to Customer via messages, active notice.
 - a. Vietcombank will send notice to Customer when there is any change in Customer's account balance (applied to Customer's registered account).
 - b. For automatic transactions such as automatic interest payment, automatic debt collection, automatic fund transfer ..., Vietcombank will send the notice of account balance changes after 7 am of the next day.

Article 5: Rights and obligations of Vietcombank:

- 5.1. Vietcombank guarantees within the bank's control that the Service supply system is stable, safe and in compliance with the regulations relating to online Service.
- 5.2. Vietcombank is not responsible for any Customer's damage or loss arising in the course of using the Service, unless the damage or loss is determined by subjective errors of Vietcombank.
- 5.3. Vietcombank is not responsible for any damages directly or indirectly affecting Customer arising from or caused by:
 - a. The use of the Service or access to information provided by the Service by Customer's authorized person; or
 - b. Any loss, theft, reveal of user name, password, electronic signature and/or other identification factors that Vietcombank provided to Customer so that any third party can use these information to access the Service or approach the information provided by the Service; or
 - c. Any delay in sending message, or Customer does not get the message; or
 - d. The integrity or authenticity of the message sent to Customer, or
 - e. The message is made by a third party who, by any means, connects their devices to the Customer's registered phone number or
 - f. The interruption, delay, holdup, unavailable Service or any incident occurs during the process of providing Service due to causes beyond the reasonable control of Vietcombank, including but not limited to Service interruption due to upgrade, repair, breakdown of internet line; interruption by bill payment service provider, and/or service providing partner of Vietcombank or
 - g. Any act of force majeure including but not limited to natural disasters, strikes, or the requirements or directives of the Government and other state authorities, other authorized persons.
- 5.4. Vietcombank has the right to change, suspend or terminate providing Service at any time without the consent of Customer. However, Vietcombank is responsible for sending a notice in advance to Customer about the change, suspension or termination of the Service, unless the change or suspension or termination of Service due to causes beyond the reasonable control of Vietcombank.
- 5.5. Vietcombank commits to process the transactions in accordance with Customer's payment instructions. At the same time, Vietcombank may refuse to follow Customer's instructions in case of insufficient payment information; insufficient account balance or invalid or closed account; or Service providers/partners do not allow the payments by electronic means, or Vietcombank detects at the time of treatment that the instruction content is illegal, not valid, insufficient for processing and/or Vietcombank discovers/suspects that the implementation of those instructions would lead to law violation. In such cases, Vietcombank will send a notice to Customer.
- 5.6. Vietcombank does not accept the cancellation of payment instructions that have been done successfully. The cancellation may stem from the service providers/partners and must be approved by Vietcombank. Depending on the current policy, the ability to meet. Customer's demand for each period, Vietcombank may consider providing instruments to cancel payment instructions which Customer has successfully created and sent to the bank. In such case, Vietcombank commits

providing its optimum efforts to assist Customer to cancel or modify payment instructions but is not responsible if the cancellation and/or modification can not be processed by any means.

- 5.7. Vietcombank has the right to automatically debit any account of Customer to pay for Service that Customer has used, which is only done by request form Customer or Supplier which is providing service to Customer.

Article 6: Customer's rights and obligations:

- 6.1. To comply with the registration process, transaction procedures and other guidelines of Vietcombank, use the information provided by the Service for the right purpose
- 6.2. If Customer finds any mistakes or errors while Vietcombank processes Customer's payment instructions, Customer can directly contact Vietcombank Customer Service Center or transaction locations for solutions. Problems may arise as follows:
- a. Any delays or errors in processing Customer's instructions; or
 - b. Payment has been processed without Customer's instructions
 - c. There is fraud in the use of the Service.
- 6.3. Customer may terminate the Service at anytime after sending a written request to stop using Service in accordance with the form provided at any Vietcombank transaction offices. After Vietcombank processes Customer's Service termination request, Customer can not continue to use the user name, password, and/or other identification factors provided by Vietcombank
- 6.4. Customer is obliged, by his/her own cost, to fully equip and regularly maintain their machinery, connection equipment, system software and application software...to be able to safely connect to the Service.
- 6.5. Customer is responsible for taking all reasonable measures to ensure safety and compatibility for all kinds of machinery, connection equipments, system software, application software ... when used by Customer to connect, access to Service in order to control, prevent and stop the utilization of or unauthorized access to the Service.
- 6.6. Customer is responsible for securing any username, password and other identified factors provided by Vietcombank. It is responsibility of Customer if his username, password and other identified factors are lost, or revealed to Third party. Customer is responsible for all the loss and damages which caused by the Third party.
- 6.7. Customer commits to authorize Vietcombank to auto debit any account of Customer to pay for Service that Customer has used, which is only done by request form Customer or Supplier which is providing service to Customer.
- 6.8. All the terms and conditions are valid until Customer terminates the Service. Even if the Service is terminated, Customer is still bound by the terms and conditions relating to rights and responsibilities during the period using the Service.

Article 7: Regulation of fees:

- 7.1. Service fees, fees for security device are announced by Vietcombank for each period at Vietcombank branches depending on the type of electronic Banking service.

- 7.2. Customer authorizes Vietcombank to automatically debit any Customer's settlement accounts opened at Vietcombank to pay for Service charges.
- 7.3. Service charges can be collected in advance, after or at the same time the transactions are made depending on the type of service provided by Vietcombank. The prepaid Service charges may not be refunded to Customer depending on the Service type and terms and conditions of Vietcombank in each period.

Article 8: Copyright:

The design, symbols, language, images, reports and other information provided by Vietcombank within the scope of Service are Vietcombank's ownership. Any reproduction, change or alteration without Vietcombank's written consent is considered illegal.

Article 9: Change of Terms and Conditions:

- 9.1. Vietcombank is entitled to change the Terms and Conditions by sending Customer the notification of changes, which requires no counter-signature from Customer. The amendments and supplements are effective from the date specified in the notification. If Customer continues to use the Service after the valid time of the amendments and supplements, Customer is considered to fully accept the changed contents.
- 9.2. Customer is considered to receive the notification if:
- a. The notification was posted on Vietcombank's website at <http://www.vietcombank.com.vn>; or
 - b. The notification was sent to the Customer's registered email address; or
 - c. The notification is displayed at Vietcombank's transaction offices; or
 - d. The notification was sent to the Customer's registered address after normal time defined by Post Office; or
 - e. The notification was sent to Customer's registered phone number.
- 9.3. In case of enhancing Service utilities such as (1) enhancing the right and obligation of Customer, (2) limiting the Service providing via Electronic Service, (3) reducing the limit of transaction, Vietcombank will notify Customer at least 30 (days) in advance from the date which changes are valid exception for changes requested by the Law or security.

Article 10: Commitment and dispute resolution:

The two parties commit to strictly comply with the terms and conditions of this Regulation and the attached amendments, supplements and appendices (if any). If disputes arise during the implementation process, the two parties will resolve the disputes through negotiation and conciliation. In case no agreement can be reached, either party may submit the dispute to authorized People's Court in which Vietcombank's head office is located to resolve.

Article 11: Other Conditions:

- 11.1. The regulation is subject to relevant Vietnam legal regulations.
- 11.2. All attached documents are an integral part of this Regulation. I have read, understood and agreed to be bound by all relevant terms and conditions issued by Vietcombank and other relevant conditions of Vietnamese Government's Law.