

Article 1. Definitions

1. "Customer" means the person who opened The Account(s) at Vietcombank (hereinafter referred to as "VCB")
2. "Deposit Account"/"Payment Account" (Account) means non-term deposit account opened at VCB for using payment services provided by VCB.
3. "Account Holder(s)" means the individual in whose name the account is opened.
4. "Joint Account" means the account with at least two or more customers under the same name to open an account, in accordance with provisions of applicable laws.
5. "Closure of Account" means VCB closes account, terminates the account documentation and account number. The account number of the closed account might be granted for other Customer.
6. "Locking of Account" means VCB temporarily suspends transactions (suspends all activities of payment from or / and deposit to) all or part of existing balance in the account when the Account Holder(s) (or the lawful representative(s) of the Account Holder(s)) required in writing or by prior agreement between the Account Holder(s) and VCB in accordance with the law unless the Account Holder(s) has not fulfilled the payment obligations under the enforcement decision of the competent state agency or has not yet paid all payables to VCB.
7. "Account Freeze" means that VCB temporarily suspends all activities of payment from or / and deposit to all or part of existing balance in the account in cases allowed under the provisions of law without being obliged to satisfy prior agreement with the Account Holder(s).
8. "Account Documentation" means documentation of completed account transactions includes credit advices, debit advices, periodic account statement, account balance statement, accounts sub-book and other account related documents.
9. "Available Balance for Use" means the amount of credit sums that the Account Holder(s) can spend and make payment from their Account. The Available Balance for Use is the credit balance of the Account less any locked and frozen amount but plus any available overdraft limit (if any).
10. "Transaction limit via Account" means the maximum total amount of credit sums on the Account that the Account Holder can use for the transaction, according to the type of transaction, the number of execution times as regulated by VCB.

Article 2. Rights and obligations of Customer

1. To have rights to make legal payment orders from Available Balance for Use and VCB will facilitate Customers to use their Account in the safest and most convenient ways.
2. To choose to use any suitable payment instruments and payment services offered by VCB.
3. To authorize another person(s) to use the Account under of pursuant to the law or regulations of VCB.
4. To request VCB to process lawful payment orders and provide information of transaction history and account balance as agreed by VCB and Customer.
5. To require VCB to close or temporarily lock the account if necessary, as well as notify VCB of any dispute between Joint Account Holders related to the Account.
6. Agree to receive messages, emails, calls from VCB to Customer's registered phone numbers and email addresses about new services, service promotions and related notices to Customer service using as well as advanced identification and/or identification requirements, verification and updating of Customer and related parties information.

7. To ensure that the Account's balance is sufficient for VCB to proceed payment orders made by the Customer. In case of there is an existing arrangement of an overdraft limit on the Account, the Customer must fulfill related obligations when the payment amount exceeds the credit balance of the Account.
8. To comply with all the laws and VCB's regulations on opening and use of the Account.
9. To promptly notify VCB of any mistake or error during the use of the Account or in case there is a suspect that the Account has been misused.
10. To refund or cooperate closely with VCB to refund in full the amount mistakenly that have been credited to Customer's Account (including operational errors, system failures from either VCB or other payment service providers).
11. To be responsible legally for the accuracy and truthfulness of the payment documents and information that the Customer provides to VCB.
12. To provide complete, clear and correct information on opening and use of the Account (including information about Customer, related parties and related documents). To promptly notify and provide related documents to VCB in case of change of information prior registered to the account opening documents.
13. To be responsible for mistakes, misuses of or being cheated when using the Account payment services for errors resulted from the Account Holders' faults.
14. Not to put Account on rent, or lease.
15. An Account Holder is not allowed to use an Account for transactions which are for the purpose of money laundering, terrorist financing, financing proliferation weapons of mass destruction, embargo, fraud or other attempts to violate any laws.
16. To be responsible for security of Account Holder(s) information, Account information and information of using other Account services registered by Customer at VCB in order to ensure safety and security in payment transactions.
17. Commitment to originate assets / credit with legal and transparent origin.
18. To comply with the laws and VCB's regulations on anti - money laundering, prevention of terrorist financing, anti-financing proliferation weapons of mass destruction, embargo, FATCA and other relevant regulations.
19. Account Holders have other rights and obligations as stipulated by the laws or as agreed in writing between VCB and the Account Holder(s) without violating any law.
20. If Customer requests to cancel a transaction that has been executed by Customer, VCB has the right to make up decision according to the rules and practices of the banking system in an effort to support Customer. Customer is responsible in case the beneficiary has received the money and bears the actual fees incurred in accordance with the fee schedule published by the bank on the official website from time to time.

Article 3. Rights and obligations of VCB

1. VCB is entitled to debit an Account of the Customer in the following cases:
 - a) Collection of due debts, overdue debts, interests and other relevant fees incurred during the process of managing the Account and providing payment services as prior agreed in writing with the Customer in accordance with laws.
 - b) Pursuant to written orders of relevant state authorities on enforcing to implement penalties for administrative violations, enforcement of court orders, fulfillment of tax obligation, or to perform payment liabilities under the law.
 - c) For adjustment of account entries which are wrongly recorded or not in accordance with the nature of the related transaction or the intended purpose of the accounts under the law. In these cases, VCB will notify the Customer of the adjustment.
 - d) In case of finding that the Customer's Account is wrongly credited or upon request for cancellation of transfer by a remittance service provider as such provider finds out that the transfer is not subject to instruction of the remitter.

- e) In order to make frequent or periodic payments under an agreement between the Account Holder(s) and VCB.
2. VCB is entitled not to provide the Customer with payment services in following cases:
 - a) The Account Holder(s) does not meet payment procedure requirements; the payment order is not valid, does not match the Account opening documents or is not in accordance with agreement between the Account Holder(s) and VCB.
 - b) There is an insufficient balance in the Account or the overdraft limit is not enough to take the payment order.
 - c) There is a written order of relevant state authorities or there is evidence that the transfer is for the purpose of money laundering, terrorist financing, proliferation weapons of mass destruction financing under definition by the laws on anti-money laundering, anti-financing proliferation weapons of mass destruction.
 - d) The Account is temporarily locked, frozen in whole or closed, the current Account is partly locked or frozen and the amount which is not locked or frozen is not sufficient for VCB to execute the payment order.
3. VCB is entitled to suspend payment orders and other transactions of Customer as stipulated by the laws and regulations of VCB in each period.
4. VCB is entitled to require organizations and individuals using the payment service fully refund the amount wrongly or excessively transferred by VCB/payment service providers (due to either operational mistakes or technical errors from both VCB and other payment service providers).
5. VCB is entitled to collect fees when providing payment services in accordance with the law.
6. VCB is entitled not to temporarily lock or close the Account of the Account Holder(s) or freeze the Joint Account despite a written notice from one of the Joint Account Holders in relation to any dispute on the Joint Account between Joint Account Holders when the Account Holder(s) have not fulfill their payment obligation as enforced by the relevant authorities or has not fully paid its debt obligation owed to VCB
7. VCB reserves the right to delay transactions, refuse and/or stop providing products or services in the following cases:
 - a) When detecting risks relating to violations of laws and VCB's regulations on anti - money laundering, prevention of terrorist financing, anti-financing proliferation weapons of mass destruction, embargo, FATCA Act. and other relevant regulations.
 - b) Account Holder be in the list of transaction restrictions or transaction refusals under the policy of VCB in each period.
 - c) Customer refuses to cooperate in providing information to VCB at the request of a competent state authority or in accordance with relevant laws on identification, verification, updating, advance rating on Customers and/or transactions for regulatory compliance purposes, anti-money laundering, anti terrorism financing, anti-proliferation of weapons of mass destruction, embargoes and the FATCA Act.
8. To impose and apply requirements on safety and security measures in the process of opening and using the Account in accordance with VCB's internal regulations and the laws.
9. Not to be held responsible for any dispute resulted from change of information which causes differences between such information and that recorded in VCB system without any prior notice from the Account Holder(s).
10. To proceed with payment order and other requests for Account services by the Customer in accordance with the laws and agreement between VCB and the Customer, after these orders and requests are verified to meet all legality standards.
11. Keep and update all registered signatures and seal samples (if any) of Customer for checking and collating during the use of accounts.
12. To promptly credit the Customer's Account upon incoming money transfer and cash deposit, and promptly refund the amount which is debited from the Customer's Account due to errors and mistakes.

13. To promptly and fully inform Account Holder(s) of the balance, transactions of the Account, locking, freezing Account and other necessary information in the process of using the Account in writing or via email or telephone with call recording or other form of notice in accordance with the law, and to be responsible for the accuracy of the information provided.
14. To keep the Account Holder(s) promptly updated with changes of information registered in the Account opening documents of the Account Holder(s); to secure and archive the Account opening documents in accordance with the laws, regulations of State Bank of Vietnam and requirements of VCB.
15. To ensure safety for the balance of Account, to ensure security for information in connection with the Account and transaction on the Account in accordance with the laws.
16. To be responsible for losses arising from errors or exploitation, fraud actions taken on the current Account of the Account Holder(s) due to the fault of VCB.
17. To comply with the provisions of the law on prevention of money laundering and terrorism financing, anti-financing proliferation weapons of mass destruction.
18. To establish internal procedures on opening and use of the Account; to instruct and inform clients accordingly and answer the questions and enquiries related to the opening and use of the Account.
19. To send the information and advertisements on products, services and promotions of VCB to Customer via e-mails, SMS or other means of communication as agreed between the Account Holder(s) and VCB.
20. To collect and report information of the Customer in accordance with the regulations of anti-money laundering, anti terrorism financing, anti-financing proliferation weapons of mass destruction and FATCA compliance.
21. To have other rights and obligations as defined by the laws or as agreed in writing between VCB and the Account Holder(s) without any inconsistency with applicable law.

Article 4. Account management

1. Point of transaction:
 - a) Customers shall be allowed to execute a transaction at any banking office of VCB (Branch Office/Transaction Office);
 - b) Transaction executed via electronic means and automatic machines must be subject to specific regulations on each product and service of VCB.
2. Overdraft:
 - a) Customer can use an overdraft in case of prior agreement with VCB for establishing such limit.
 - b) Overdraft limit, fee and interest rate as well as other related issues shall be subject to agreement between the Account Holder(s) and VCB, in accordance with regulations of VCB.
3. Interest rate: Customers shall receive interest rates for the Credit balance according to interest rates published by VCB from time to time at VCB's counters and on website <https://portal.vietcombank.com.vn> or as specifically agreed with Customer. Customer is subject to fees and interest on Debit balance in accordance with regulations on fees and overdraft interest of VCB.
4. Account management, transaction execution, other related fees and changing fee: Shall be in accordance with the fee schedule announced by VCB from time to time at VCB's counters and the website <https://portal.vietcombank.com.vn> or as specifically agreed with VCB.
5. Provide Account Documentation and information related to Customer, Account: VCB is responsible for adequately and timely providing Account Documentation in accordance with prior agreed with the Account Holder. The information related to Customer, Account is provided periodically or as soon as unusual request made in writing. When the request granted, fees must be paid as listed in VCB fee schedule from time to time. The provision of providing Account Documentation and information related to Customer, Account is under VCB's regulations, Vietnamese and international law that VCB must comply.

Article 5. Locking of Payment Account

1. Account may be temporarily locked in whole or in part in the following cases (unless otherwise stipulated under Clause 6, Article 3 of this Terms and Conditions):
 - a) Upon a written request of the Account Holder(s) (or legal representative(s) of the Account Holder(s)).
 - b) Upon an existing written agreement between the Account Holder(s) and VCB.
 - c) In cases permitted by law for payment account with special purpose.
2. The unlocking of the Account and processing of payment order during the locking period shall be implemented upon request of the Account Holder(s) (or legal representative(s) of the Account Holder) or upon a written agreement between the Account Holder(s) and VCB.

Article 6. Freezing of Payment Account

1. VCB may put partial or total balance of Account frozen in the following cases:
 - a) Upon a written request or order from a relevant authority in accordance with the laws.
 - b) An error or mistake in crediting to the Account is found or received by VCB or upon a request for refund by the remittance service provider due to error or mistake which causes the irrelevance between the amount credited to the Account and the original payment order of the remitter. The frozen amount in the Account shall not exceed the erroneous or mistaken amount.
 - c) Receipt by VCB of a written notice from one of the Joint Account Holders about a dispute between the Joint Account Holders.
 - d) Other cases as prescribed by law and regulations of VCB in accordance with provisions of applicable laws in each period.
2. Immediately after freezing an Account, VCB shall notify the Account Holder(s), the guardian or the legal representative(s) of the Account Holder(s) in writing or via email or telephone with call recording or other form of notice in accordance with the law or in the form of notice in the prior written agreement between VCB and Account Holder(s) the reason and the scope of freezing.
3. The frozen amount in the Account shall be kept intact and strictly monitored in accordance with the purpose of freeze and still earns interest under or pursuant to VCB regulations of law. In case the account is partially frozen, the non-frozen part is still used as usual.
4. The freeze of Account shall be lifted in one of the following cases:
 - a) Expiry of the frozen period.
 - b) At the written order of the relevant authorities for lifting the Account freeze.
 - c) Any error or mistake in remittance has been fully resolved by VCB.
 - d) A written notice by all Joint Account Holders advising that the dispute has been resolved.

Article 7. Closure of Payment Account

1. VCB may close an Account in the following cases:
 - a) Upon written request of the Account Holder(s) and the Account Holder(s) has fulfilled obligations in relation to the Account. In case the Account Holder(s) is less than 15 years old, or restricted for the civil act capacity, or has behavioral disorders, the closure of Account shall be executed upon request of the guardian, the legal representative(s) of the Account Holder(s).
 - b) When the Account Holder(s) dies, or is declared dead, missing or losing capacity for civil acts.
 - c) When the Account Holder breaches any written commitment or agreement on opening and using the Account with VCB.
 - d) The balance of Account equals to 0 for a period of twelve (12) months in a row.
 - e) Upon the expiration of the agreement on opening and use an account, which has been made in writing with VCB.
 - f) Other cases as stipulated by Law.
2. After closing an Account, VCB shall notify the Account Holder, the guardian or the legal heir (in case the Account Holder dies, or is declared dead or missing) of the closure.

3. Upon the account closure, the remaining balance in the Account shall be handled as follows:
 - a) Subtracted for account closure fee (if any) or other relevant fees as stipulated in VCB fee schedule published at point of transaction and/ or websites of VCB in each period.
 - b) Remitted or paid out following order of the Account Holder(s), the guardian, the legal representative(s) of the Account Holder(s) (in case the Account Holder(s) is less than 15 years old, or restricted for the civil act capacity, or has behavioral disorders) or the heir or representative(s) of the heir(s) (in case the Account Holder(s) dies, or is declared dead or missing).
 - c) In case that the Account is closed as the Account Holder(s) dies, or is declared dead or missing, the remaining balance before being remitted or paid out at the request of the heir(s) shall be off set with the Account Holders' liabilities with VCB to the time of Account closure in accordance the written agreement between VCB and the Account Holder(s).
 - d) Remitted or paid out upon decision of the court.
 - e) VCB shall manage the payable(s) in case the legal beneficiary of the Account's remaining balance who has been notified in writing, via electronic means or telephone with call recording does not show up to receive and shall pay upon the presence of the legal beneficiary at VCB or in accordance with the established agreement between the Account Holder(s) and VCB.
4. After closing an Account, Customer shall have to open a new Account if the Customer wants to continue to use account services of VCB.

VCB shall not provide the Customer with the information of closed Accounts unless it is specifically required by relevant government authorities or agreed by VCB.

Article 8. Authorization for Account using

1. The Customer can authorize others in written to use their Account for a single transaction or in a certain period of time in accordance with the procedures and regulations of VCB. The authorized person must have civil legal capacity and civil act capacity in consistent with the civil transactions established and performed. During the authorization period, the authorized person has the same rights and obligations as the principal within the scope of authorization.
2. The scope of authorization in connection with the use, changing information, locking and closure or new open of an Account and have a sample signature of authorized person (if signature sample registration is unavailable) shall be clearly specified in the authorization documentation.
3. If the authorizer wants to change the authorization content, a new Authorization Document must be made to replace the old one and information must be changed at VCB.
4. After receiving notice of terminating authorization of Account Holder(s), VCB shall confirm the termination of authorization and cancel information about authorized person on the database system of VCB on the same working day. Termination of authorization takes effect immediately after VCB publishes information on termination of authorization on VCB's database system.

Article 9. Inquiry and Settlement of Complaint or Dispute

1. VCB receives Account inquiry and complaint from Customer during the process of using Account in the following forms:
 - a) Receiving via telephone (with call recording):
 - i. All investigations and complaints of Customer through hotline of VCB Contact Center are recorded.
 - ii. In case of traceability transactions due to Customer's error: Within 05 working days, Customer needs to supplement the request for traceability and complaints in the prescribed VCB form for each product service (paper or electronic form) as the official basis for handling traceability and complaints.
 - b) Receiving at transaction offices of VCB: Customer submits a written request for traceability and complaints in the prescribed VCB form for each product service.
 - c) Receiving via electronic banking channels depending on VCB's ability to provide services in each period.

2. Customer is entitled to request VCB to trace complaints within 60 days from the date of the transaction requesting trace or complaint.
3. Term of inquiry and Settlement of Complaint or Dispute
 - a) Within maximum of 30 working days from the date VCB receives the first Customer's inquiry or complaint, via one of the means of receipt specified in Clause 1 of this Article, VCB shall process and respond to such inquiry or complaint. In case of tracing and complaints related to card services, the term of inquiry for processing is in accordance with the law and VCB regulation.
 - b) Within maximum of 05 working days from the date VCB respond to the inquiry or complaint, VCB shall indemnify the Customer in accordance with agreements between VCB and the Customer and regulations of the law for the losses incurred not owing to the Customer's fault and/or beyond the force majeure cases as specified according to provisions of law.
 - c) If VCB fails to identify the cause(s) for or responsible party of the fault within the response period as specified in point a Clause 3 of this Article, VCB shall seek agreement with the Customer on possible settlement of such inquiry or complaint within the succeeding 15 working days.
4. If a sign of criminal act is identified, VCB shall report to the governmental authorities in accordance with the laws on criminal proceedings and reports to the State Bank and notify the Customer in writing on the situation of inquiry and settlement of complaint or dispute. The relevant authorities are now responsible for responding to such inquiry and complaint. In case the relevant authorities conclude that there is no involvement of criminal act, VCB shall seek agreement with the Customer on possible settlement of such inquiry or complaint within the succeeding 15 working days.
5. In case VCB and related parties cannot reach an agreement and / or disagree with the process of requesting traceability and complaint, the settlement of disputes shall comply with the provisions of law.

Article 10. Other terms and conditions

1. This Terms and Conditions shall be executed in Vietnamese and governed by the applicable laws of Vietnam.
2. This Terms and Conditions is an integral part of the Contract for Account Opening and using between Account Holder(s) and VCB.

Contact information of Vietcombank

- ✓ Official website of Vietcombank: <https://portal.vietcombank.com.vn>
- ✓ Customer service 24/7: Hotline 1900545413
- ✓ Banking offices in Vietcombank network
- ✓ Head Office: JSC Bank for Foreign Trade of Vietnam (Vietcombank)
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