

TERMS AND CONDITIONS OF USING ELECTRONIC BANKING SERVICE

Article 1: Scope of application

This Terms and Conditions applies to customers opening an account, using banking services and eBank service provided by TPBank.

Article 2: Definitions

2.1. "Bank" means the TienPhong Commercial Joint Stock Bank (TPBank) which provides eBank service as prescribed by the State Bank of Vietnam.

2.2. "Customer" means are individuals opening accounts at TPBank and have a demand to use eBank service of TPBank.

2.3. "Electronic Banking service" ("Service" or "eBank" for short) means the service which allows customers to perform online transactions with TPBank as allowed by TPBank by accessing to website of TPBank to connect with TPBank system, verify and perform transactions agreed with TPBank. The eBank services shall include but not limited to: query information of payment account, saving account, loans, card account; perform transfer money, make a payment; perform request to open an account, change limit, automatically make a payment, transfer money monthly, keep gold, buy and sell gold; deposit a saving, borrow money online, pay for credit obligations; exchange foreign currency, and other transactions allowed by TPBank from time to time. Customers use username and password to access to the system and use the services.

2.4. "Transaction" means transactions performed by customer on his/her account by using services provided to customers by TPBank in accordance with service package which customers registered.

2.5. "Account" means deposit account in Vietnam Dong or foreign currency, opened by customers at TPBank, with a specific term or nonspecific term.

2.6. "Log-in account (user)" means the first 8 digits of the account number which TPBank provide to customers, also the log-in account name to use the services.

2.7. "Log-in password" means the characters which a customer needs to remember in order to log-in the system. The first password is provided by TPBank, customer has to change password since the first time he/she log-ins.

2.8. "OTP (one time password)" means one-time-used password generated by TPBank system, and is used for verifying transactions which transfer money out of customer's account (change balance in payment account, saving account of customer).

2.9. "Access device" means devices having Internet connection to use services (such as: desktop, laptop, tablet, cellphone).

2.10. "OTP-SMS" means the message containing OTP for customer. The message is sent to a registered phone number of customer.

2.11. "OTP supply device" includes: Password card, Token Key, Soft Token.

2.12. "Password card" means the card providing passwords printed and covered by a proofing. Each card has 45 OTP for customer to use.

2.13. "Token Key (hardware Token)" means the device providing random OTP and automatically change OTP after a certain period prescribed by TPBank,. Token Key has expiry date.

2.14. "Soft Token (Software Token)" means a software installed on the device (mobile phone, tablet, desktop, laptop) in order to provide random OTP for customer, and automatically change OTP after a certain period prescribed by TPBank. Soft Token has expiry date.

2.15. "Maximum limit of payment in a transaction" means the maximum sum of money customer is allowed to pay in a transaction prescribed by TPBank.

2.16. "Maximum limit of payment in day" means the maximum sum of money customer is allowed to pay in a day prescribed by TPBank.

2.17. "Limit of trading gold in a transaction" means the maximum amount of gold customer is allowed to buy or sell in each transaction prescribed by TPBank.

2.18. "Limit of trading gold per day" means the maximum amount of gold customer is allowed to buy or sell per day prescribed by TPBank.

2.19. "Business units" means branches, bank agencies, savings bank, and other unit of business functionality across the system of Tien Phong Bank

2.10. "Statement" means a list describes details of transactions and fees incurred in relevance with using account in certain time.

Article 3: Online Banking and risk may happen

3.1. TPBank provides to customer with eBank service with terms defined at Clause 2.3 Article 2 of this Terms and Conditions and others products, services, and regulations of TPBank from time to time.

3.2. When being provided with eBank service customer also acknowledges that he/ she knows, understands clearly, and is explained by TPBank on possibility of loss may happen from using eBank service, including but not limited technology risks, technical risks, computer network malfunctions, errors arising in systems of machinery, equipment, fraud, tampering, negligence, confused by people in the use of password, security devices, authorized transactions. Unless it is the responsibility of TPBank under Terms and Conditions, Customer acknowledges and accepts all risks, should be responsible for any problems or damage whatsoever and holds TPBank harmless from any risk and responsibility.

Article 4: Rights and responsibilities of customer

4.1. Rights of customer

- a) To choose electronic means of his/her own choice to perform transaction with TPBank according to this Terms and Conditions.
- b) To use access device to access to website providing services of TPBank or use any application provided by TPBank in order to use the Service.
- c) To complain on the shortcomings, breaches (if any) arisen from using service according to the laws. Any complaint must be in written and sent to TPBank within 7 working-days since the day when rights and interests of customer are breached. TPBank will not be responsible to resolve the complaint if the complaint period is end. The Customer must incur all resolving cost if the complaint is not related to

TPBank's breach;

- d) To request TPBank to give information on account via customer support call center: 1900.58.58.58 or (84.24) 37.683.683 or other phone numbers prescribed by TPBank from time to time.
- e) To terminate using Service, request TPBank to change maximum limit of payment, reset password.
- f) To use services, transactions which TPBank develops and allows using on eBank. To agree with any supplement of services, transactions, if any.
- g) To change registered information by directly filling in the form "eBank support request application". TPBank shall perform changing as requested after verifying customer's request.
- h) Other rights according to this Terms and Conditions and other relevant regulations of the law.

4.2. Responsibilities of customer

- a) To open account at TPBank and comply with terms of opening, using account prescribed by TPBank and the laws.
- b) To provide complete and accurate information as TPBank's request when registering and using the Service.
- c) To permit TPBank to draw money from the account to pay for transaction, relevant fees, resolving complaint fee, interest arisen from credit obligation of customers with TPBank according to the regulations of TPBank and the laws.
- d) To be responsible for any transaction in relevant with performing credit obligation which customer registers on eBank, and accept unconditionally the terms and conditions prescribed by TPBank arisen from borrowing loan, or performing credit obligations at TPBank.
- e) To be responsible for any transaction performed by using eBank without cancelling, negating, denying, changing any transaction with any reason except the case prescribed at Clause 10.1 below, and depending on the TPBank's discretion.
- f) To reimburse TPBank the excess amount or any payment excess of limit allowed on account, any interest arising under TPBank's regulations, the funds wrongly or mistakenly credited on account (if any);
- g) To directly receive Token key/ password card at TPBank; to install application and soft token according to TPBank's instruction.
- h) To be responsible for securing password and carrying out any necessary measure in order to stave off illegal using of user and password of customer. For this purpose, Customer commits not to write, reveal password to anyone at any place and at any time whether accidental or intentional. Customer shall be obliged to immediately cancel the password has been provided by TPBank and create, retrieve password elective use their services. TPBank recommend customers not to choose the password which is easy to guess, such as date of birth, phone number, and User Passwords are not stored in any other software which can auto save password (for example, the "remember password" or similar feature on the website);
- i) To be responsible for reserving Token Key/ password card, OTP SMS receiver device, Soft Token installing device at a safety position.

- j) For each time log-in, not to leave computer/ access device to let other person use computer/ access device until customer log-out. Customer has a duty to log-out after using service.
- k) To promptly report to TPBank on any illegal access to service provided to customer, or anyone knowing password of customer via phone number: **1900.58.58.85** or **(84.24) 37.683.683** or other hotline of TPBank from time to time. To submit a written consent to TPBank if the notification sent to TPBank by the type other than written consent.
- l) In case OTP supply device is lost or misplaced, to notify TPBank promptly to be re-provided the OTP supply device.
- m) To fully pay charges in relevant with service in accordance with TPBank's regulations.
- n) Not to use Service to perform transaction when account has not enough money.
- o) To notify TPBank in written on change of address, contact information or other registered information as TPBank's requests.
- p) To cooperate and provide completely necessary information as TPBank's requests in accordance with TPBank's regulations and the laws;
- q) To use Service and manage account in compliance with regulations of TPBank and the State Bank of Vietnam.
- r) To undertakes not to perform any illegal transactions.
- s) To undertakes to perform process of electronic transaction prescribed by TienPhon Bank.
- t) Other responsibilities prescribed in this Terms and Conditions and other relevant laws.

Article 5: Rights and Responsibilities of TPBank.

5.1. Rights of TPBank

- a) Not to be responsible for non-performing requested transaction from customer if the processing system, information transmission system etc. are crashed or any other reason.
- b) To provide information on account by the method agreed in this Terms and Conditions.
- c) To provide information and transactions of customer to competent authorities, and other permitted organizations and individual according to the laws.
- d) To deny illegal or invalid transaction according to TPBank regulations and the laws in the cases beyond TPBank's control.
- e) To lock/suspend/terminate/refuse the use of Service in accordance with the below Clause 5.3.
- f) To debit customer's account on all valid transactions, the fees related to the transaction according to fee policy prescribed by TPBank, and all excess cash withdrawal transactions, withdraw over the balances, mistaken credit on account, over credit on account (if any).
- g) To block and debit amount on the account to charge fee under this Terms and Conditions.
- h) To debit disputed amount and the charges arising when the dispute is given to tribunals (courts, arbitration) with the result that customer is the lost party.

- i) Other rights prescribed by this Terms and Conditions and the laws.

5.2.Responsibilities of TPBank.

- a) To comply with regulations on e-commerce transactions of the State Bank of Vietnam.
- b) To secure for customers' legitimate rights under this Terms and Condition.
- c) To keep confidential on customer's information, accounts and transactions according to the laws.
- d) To lock the User within 2 hours after receiving the notice of the customer in writing or via telephone on the lost, stolen of the OTP supply device or the reveal of the Password.
- e) To resolve request of investigation and complaints from customers related to eBank.
- f) To provide customers with correct information based on data of computer system. However, TPBank shall not be responsible for the accuracy and truthfulness of information in case events falling out of TPBank's control.
- g) To be not responsible for damage caused by the reason out of TPBank's control affecting to the non-implementation of services including but not limited to technical problems, sabotage, earthquakes, natural disasters, cut congestion, power outages.
- h) Other responsibilities in accordance with this Terms and Conditions and the laws.

Article 6: Method to use the Service and The limits of eBank payment

6.1. Access with browser: Customer can use access device, enter username and password on the log-in screen to use the Service via website of TPBank:<http://eBank.tpb.vn/retail>.

6.2. Access with application (applied for tablet and smart phone): Customer can download application and install on the access device. When application is installed on the device, customer enters username and password to start using Service. TPBank provides the following applications:

- a) Version for iOS system: customer access to Apple Store, search with keyword "TPBank Mobile" to find TPBank Mobile application, download and install on the device.
- b) Version for Android system: Customer accesss to Google Play, search with keyword "TPBank Mobile", download and install the application on the device.
- c) Other versions of applicationand will be announced to customer by TPBank. Customer chooses and takes responsible for their choice.

6.3. The maximum limit of payment per transaction and the maximum limit of payment per day are prescribed by TPBank from time to time. Customer can register and verify the maximum limit of payment of their account when the system of TPBank allows.

Article 7: Online gold transaction (including: asset managing, trading)

7.1. Customer agrees with online gold transaction with TPBank, include: via Internet Banking, via Mobile Banking and other methods announced to customer by TPBank from time to time.

7.2. Regulations of online gold transaction:

- a) When customer performs gold transaction at TPBank, transaction data will be saved at online transaction data of customer by TPBank.
- b) Time of establishment of trading transaction is determined since the time the transaction is recognized to be successful on TPBank system.
- c) Gold transaction fee: In accordance with the fee policy of TPBank from time to time and agreement in the contract/transaction documents between TPBank and customers;
- d) Customer undertakes to comply with regulations of online gold trading according to regulations and/or notices of TPBank from time to time.

Article 8: Access to service and process transaction

8.1. TPBank do not ensure that the the provision of services is seamlessly and uninterrupted. Therefore, although customers can use he services at any time, customers agree that at a certain time customer may be not able to access, use, perform some or all of the Services due to system maintenance or for any other reason.

8.2. Transaction will only be accepted when it is made through the Service by User and Password of customer and transaction performance requirements are sent to the processing system of TPBank. TPBank does not guarantee the supply of Services through electronic means will be uninterrupted or entirely error free, the transmission of information is lost, the virus appears to cause damage to computer systems / devices when customers access TPBank system to perform transactions.

8.3. TPBank may terminate / refuse to perform the transaction for any reason without prior notice by TPBank's discretion, including but not limited to the following cases:

- a) Customer violates regulations of TPBank or the laws on the use and management account, or
- b) According to decision, requirements of the laws, or competent authorities, or
- c) Cases which is in relevance to forgery and risks, or
- d) When the benefits of TPBank/ customer/ third party may be harmed or fraud; or
- e) In the case that TPBank suspends service to maintain, or when the bank finds out that customer violates any provisions of thi Terms and Conditions; or
- f) When transaction exceeds the provided limit.

8.4. Customer must ensure their transaction process is correct and complete.

8.5. In the process of using online banking service, customer agrees to receive e-mail messages with the purpose of advertisement, announcement of products and services and/or any other information from TPBank. TPBank send e-mail, message to customer with content, quantity, time, duratin and other factors according to decision of TPBank, and it must be suitable for purposes and contents of online Banking service provided by TPBank.

Article 9: Date of processing, validity of transaction

9.1. For transfer money to accounts outside TPBank's system: TPBank shall debit the account on the same working day and money will be transferred to the interbank electronic payment system to transfer to the

received bank within maximum of 2 working days (excluding Saturdays, Sundays , public holidays) since the time of transaction arising.

9.2. The transaction request of customer does not mean it obviously has been recognized and processed by TPBank. TPBank shall only process the request after verifying it, and the system testing has confirmed the receipt of such request from the customer.

Article 10: Irrevocable transaction

10.1. Customers can not cancel, change, deny, repudiate any eBank transactions that have performed on eBank system by User and Password of customer. In case customer wishes to cancel transaction request, TPBank will only consider under the following conditions:

- a) Cancellation request is sent to TPBank immediately after customer perform a transaction, and
- b) TPBank hasn't receive or process the transaction on the system yet, and
- c) The cancellation of transaction does not affect the interest of TPBank and interest of any third party.

10.2. Any eBank transaction has been performed shall be deemed validly and irrevocably by TPBank. Such transactions shall be considered as customer undertook and accepted that such transaction is performed by the customer only, TPBank shall not accept any other authorization to a third party.

Article 11: Documents

The documents related to the provision of services and/or transaction between TPBank and customer as well as the data recorded and preserved by TPBank shall be the evidence of the eBank transaction between customer and TPBank. These evidences have full legality of a contract between TPBank and customer.

Article 12: Payment

12.1. The value of the transaction and the fee specified in the fee schedule TPBank Services will be debited / credited directly from the account. TPBank has the right to refuse to license transactions if the balance which is allowed to be used in the account is insufficient to pay or in case it has reached the maximum limit per day.

12.2. TPBank has the full right to deduct amount of money corresponding to the interest rate according to regulations of TPBank which arises from loans if arising of customer is to perform credit obligation to TPBank.

12.3. Deadline to solve complaints of customer is within 7 days since the day when transaction is performed. TPBank will return to customer full of the value of the transaction if the complaint is correct. In special cases, TPBank shall notify customer.

Article 13: Devices, software and Internet access

13.1. Customer is unilaterally responsible for the installation, maintenance and operation of computers / personal access devices of customer, software (including Internet browser) which is used to access the Service, customer should regularly update antivirus programs on the computer, maintain an account with a network provider so that customers can access the service. TPBank is not responsible for lost of data, software, malfunctioning computer / device during the process which customer uses service.

13.2. Customer is responsible for ensuring that personal computer systems and software used to access

services satisfy the minimum criteria to be able to access the Service.

Article 14: Modify terms and conditions

14.1. TPBank is allowed to modify the content of these Terms by notice on the website of TPBank. The modification will be notified whenever Customer log-in. If customer agrees with this modification, customer will continue to log-in the service, if customer does not agree, customer has the right to skip and not continue. To skip log-in step means that customer requests to terminate the contract and using service.

14.2. TPBank will terminate the use services of customer within 24 hours after receiving a notification that customer wants to stop using service by text or since the date when TPBank electronic system recognize that customer do not agree with the modification of the terms as specified in Article 12.1 During that period, if the customer keeps using the service, customer must comply with the modified contents of the contract as noticed on website of TPBank.

14.3. The continue of using the Service after the validity period of the modification of this Terms and Conditions means customers totally accept such changes.

Article 15: Fees

15.1. Service fees and related services will be prescribed by TPBank from time to time. Registration fee is collected once at a time when customers registered to use the Service. User fees are collected monthly.

15.2. TPBank may change the fee from time to time. The change of fee shall be announced on the website of TPBank.

Article 16: Agree to other services

Customer agrees that in the situation TPBank provides any other service provided to customers in the online modes in The Terms, Conditions, customers agree to use the services and accept upon the terms and conditions of the service provided:

16.1. TPBank inform customers on the service or application (on the website, in writing, via email, phone, SMS or other means if there is agreement with the customer)

16.2. Customers use services / utilitie every time they log-in eBank automatically.

Article 17: Governing Law and Dispute Settlement

This Terms and Conditions shall be governed by the laws of Vietnam. If there is any dispute regarding the interpretation of terms used in this Terms and Consitions, the interpretation by TPBank's discretion shall prevail. If there is any dispute arising from the implementation of the contract between the Customer and TPBank, this dispute will be resolved through negotiation and conciliation firstly. Failure to do so, the parties may submit the dispute to the competent court in Hanoi, Vietnam to be resolved.

Article 18: Statute of limitations and implement clauses

This provision takes effect from the date when customer registered eBank and signed in the " registration form for eBank" or any documentation/evidence of TPBank which shows the register to use the service, and expires when customer stops using service./.