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Article 1. Scope of application

These terms and conditions for using eBank ("Terms and Conditions") are applicable to customers who open payment accounts, use e-banking services provided by the Bank.

Article 2. Definitions

1. "Bank/TPBank" means TienPhong Commercial Joint Stock Bank (TPBank) which provides eBank service as prescribed by the State Bank of Vietnam.
2. "Customers" mean Vietnamese or foreign individuals living and working legally in Vietnam, have/have not had a Payment account (VND or a foreign currency) opened in TPBank and:
 - a) Registered to use electronic banking services of TPBank; or/and
 - b) Register to open a personal payment account electronically on the ebank in accordance with TPBank's regulations.
3. "Electronic Banking service" ("Service" or "eBank" or "eBank Service" for short) means the service allowing 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; transfer money, make a payment; request to open an account, change limit, automatically make a payment, transfer money monthly; 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 user and password to access to the system and use the services. eBank is provided by TPBank in various version, include but not limited to basic version, eBank Kids Account version,... as regulated by TPBank from time to time.
4. Payment cards/Cards mean domestic/international payment cards, including debit cards, and credit cards of the Customer issued by TPBank and/or card issuers to customers.
5. "Transaction" means transactions performed by customer on his/her account by using services provided to customers by TPBank in accordance with a service package which customers have registered.
6. "Account/current account" means a deposit account in VND or a foreign currency opened by the Account Holder at TPBank.
7. "Personal payment account opened electronically" refers to an account successfully opened on ebank via TPBank application programs.
8. "Login account (User)" means an initial login account provided by the bank and is the customer code (client CIF) or information customers create or choose during online registration. Customers change their username by using the Change username in eBank. After changing the login name successfully, customers can still use the new username and CIF number to log in eBank at the same time.
9. "Login password (password)" means a sequence of characters used to access the eBank system. The initial password is a random number provided by TPBank, customers have to change their password since the first time they logins in by using the Change Password feature in eBank.
10. "OTP (one time password)" means one-time password generated by TPBank system and used for verifying transactions which transfer money out of customer's account (changing balance in payment account, saving account of customer).
11. "Access device" means the one with Internet connection to use services (such as: desktop, laptop, tablet, cellphone).
12. "OTP-SMS" means the messages containing OTP to customer. The message is sent to a registered phone number of customer.
13. "OTP supply device" includes: Password card, Token Key, Soft Token.

14. "Password card" means the card providing passwords printed and covered by a proofing. Each card has 45 OTP for customer to use.
15. "Token Key (hardware Token)" means the device providing random OTP and automatically changing OTP after a certain period prescribed by TPBank. Token Key has an expiry date.
16. "Token Key (software Token)" means the device providing random OTP and automatically changing OTP after a certain period prescribed by TPBank. Token Key has an expiry date.
17. FaceID: Is a method to confirm online transactions on eBank by facial biometric identification of customers, it is difficult to fake to authenticate transactions.
18. TouchID: Is a method to confirm online transactions on eBank by customer's fingerprint biometric identification which is difficult and can be faked to authenticate transactions
19. PIN Code: Is a method of authenticating online transactions on eBank by the code installed on the mobile phone/tablet that Customer has registered with the Bank.
20. Smart OTP (eToken+): Is a software that provides OTP codes installed on mobile devices and associated only with the eBank login account. Smart OTP (eToken+) has no expiration date.
21. "Soft Token (Software Token)": Is a software that provides OTP code installed on mobile devices and only associated with eBank login account. Soft Tokens have an expiration date.
22. "mCA (Digital signature on mobile device)" means a digital signature intergrated into SIM.
23. "Maximum limit of payment in a transaction" means the maximum sum of money which customer is allowed to pay in a transaction prescribed by TPBank.
24. "Maximum limit of payment in day" means the maximum sum of money which customer is allowed to pay in a day prescribed by TPBank.
25. "Business units" mean the branches, bank agencies, savings bank, and other unit of business functionality across the system of Tien Phong Bank.
26. "Statement" means a list which describes details of transactions and fees incurred related to use an account in a certain time.
27. "Kids Account" is a current account (in VND) that Customers decide to register using eBank according to TPBank's process of providing eBank services for individual customers. This account is set up by the Customer to use full functions on eBank and limited features on eBank Kids Account version that are provided by TPBank from time to time.
28. "eBank Kids Account version" is an ebank version specifically for Kids Accounts - including limited features set up by customers, including: balance enquiry, savings books enquiry, transaction history, and QR code, and other features that are provided by TPBank from time to time. Accordingly, this version only provides the specific features mentioned above but does not have full features for a current account.
29. "Username for Kids Account" is the username used to access eBank Kids Account version. Username is set by Customer on eBank when register for Kids Account. Username for Kids Account can be different with Username for eBank.
30. "Password for Kids Account" is a sequence of characters used to access eBank Kids Account version. Password is set by Customer on eBank when register for Kids Account. Password for Kids Account can be different with Password for eBank.

Article 3. Online Banking and possible risks

1. TPBank provides to customer eBank services with the terms defined at Clause 3 Article 2 of these Terms and Conditions and others products, services, and regulations of TPBank from time to time.
2. When being provided with eBank service (including all version that customer enrolls), customer also acknowledges that he/she knows, understands clearly, and is explained by TPBank on possibility of loss that may happen from the time of 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 the Terms

and Conditions, customer acknowledges and accepts all risks and shall be responsible for any problems or damage and hold TPBank harmless from any risk and responsibility.

Article 4. Rights and responsibilities of customer

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 choose login mode to perform transaction with TPBank, including but not limited to eBank and eBank Kids Account version.
- c) 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.
- d) Have the right to file a complaint about any errors or violations (if any) that occur during the course of using the Service in accordance with the law. If the complaint is related to the account, it must be made in writing and sent to TPBank within 07 working days or within the time limit specified in the Terms and Conditions for opening and using a payment account posted on TPBank's website from the date the Customer's rights and interests are violated. Past the above time limit, TPBank will not be responsible for settlement. If the Customer's complaint is not related to TPBank's fault, the Customer will be responsible for any fees incurred as a result of the complaint handling in accordance with TPBank's regulations.
- e) To request TPBank to give information on account via customer send email to: Dichvu_khachhang@tpb.com.vn or support call center: 1900.58.58.58 or (84.24) 37.683.683 or other phone numbers prescribed by TPBank from time to time.
- f) To terminate using Service, request TPBank to change maximum limit of payment, reset password.
- g) To use services and transactions which TPBank develops and allows using on eBank. To agree with any supplement of services, transactions, if any.
- h) 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.
- i) If Customer turns on "Notification" at eBank application. Customers will be provided by TPBank with information about changing the Customer's current account balance through the "Notification" section at eBank application.
- j) Other rights according to this Terms and Conditions and other relevant regulations of the law.

2. Responsibilities of customer

- a) Allow TPBank to automatically send information including Customer's eBank username and password of customer to Customer's email address or Customer's mobile number registered at TPBank or TPBank's form is regulated from time to time
- b) To open account at TPBank and comply with terms of opening, using account prescribed by TPBank and the laws.
- c) To provides complete and accurate information as TPBank's request when registering and using the Service.
- d) 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.
- e) Not to lease or lend their ebank, not to use their ebank for transactions for the purpose of money laundering, terrorist financing, fraud, fraud or other illegal acts. Do not use your ebank for transactions with evidence or suspicion of illegal origin.
- f) Allow TPBank to provide customer information and transactions to a third party cooperating with TPBank on technology when registering and using TPBank's internet banking service.
- g) Allow TPBank to provide customer information and transactions to a third party to enable customer to use product(s), service(s) provided by the third party in cooperation with TPBank that customer has prior registered with TPBank or the third party.

- h) 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 (if any).
- i) To be responsible for all transactions performed by the customer on all login modes to eBank and at the same time accept unconditionally the transactions conditions as prescribed by TPBank when performing transactions on eBank.
- j) To be responsible for any transaction performed by using the customer's user and password (including username and password for Kids Account) without cancelling, negating, denying, changing any transaction with any reason except the case prescribed at Clause 1, Article 10 below, and depending on the TPBank's discretion.
- k) All transactions on eBank and eBank Kids Account version are performed by the customer, authorized transactions on eBank are not accepted.
- l) 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 accounts.
- m) To directly receive Token key/password card at TPBank; to install application and soft token according to TPBank's instruction.
- n) To be responsible for securing password and password for Kids Account 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 been provided by TPBank and create, choose the own password to use the service. TPBank recommend customers not to choose the password which is easy to guess, such as date of birth, phone number, and not store user and password in any other software which can auto save password (for example, the "remember password" or similar feature on the website).
- o) To be responsible for reserving Token Key/password card, OTP SMS receiver device, Soft Token installing device and mCA at a safety position.
- p) For each time log-in, not to leave computer/access device or let other person use computer/access device until customer log-out. Customer has a duty to log-out after using service.
- q) To promptly report to TPBank about 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.
- r) In case OTP supply device is lost or misplaced, to notify TPBank promptly to be re-provided the OTP supply device.
- s) To fully pay charges in relevant with service in accordance with TPBank's regulations.
- t) Not to use Service to perform transaction when account has not enough money.
- u) To notify TPBank in written on change of address, contact information or other registered information as TPBank's requests.
- v) To cooperate and provide completely necessary information as TPBank's requests in accordance with TPBank's regulations and the laws.
- w) To use service and manage account in compliance with regulations of TPBank and the State Bank of Vietnam.
- x) To undertakes not to perform any illegal transactions.
- y) To undertakes to perform process of electronic transaction prescribed by TienPhong Bank.
- z) Other responsibilities prescribed in this Terms and Conditions and other relevant laws.
- aa) Not perform automatic login operations or use any method to query and perform transactions at an irregular frequency according to TPBank's assessment.

- bb) Not take advantage of TPBank's product policies to take profit, or conduct illegal transactions, or cause overload/damage to the system of TPBank as assessed by TPBank.
- cc) If customer discovers an existing technical error on the system, customer is responsible for notifying TPBank as soon as it detected. Customer is not allowed to exploit fault for self-seeking, or disclose it to the others to take profit, or affect to TPBank's services as assessed by TPBank.
- dd) Customer registering for eBank means agreeing to the contents specified in this Terms and Conditions and committing to provide complete and accurate information when registering and using the eBank service. If customer has fraud or is forged in using ID documents to register the service, provide inaccurate information, fake information or TPBank suspects the transaction has signs of fraud, TPBank has the right to refuse service or terminate the use of eBank service at anytime without the consent of the customer and without notice to the customer. At the same time, the customer must fully bear damages arising from fraud/fraudulent information, take legal responsibility and compensate for any damage rising (if any).
- ee) Agree to receive information, instructions, messages, emails, advertising calls,... products, services, promotions and offer of TPBank via phone number, email, fax,... of the customer, which have been registered with TPBank and have no complained related to the submission of these information and advertisements of TPBank.

Article 5. Rights and Responsibilities of TPBank

1. Rights of TPBank

- a) Have the right to automatically send information including Customer's eBank username and password to Customer's email address or Customer's mobile number registered at TPBank or TPBank's form is regulated from time to time
- b) 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.
- c) Have the right to temporarily lock, close the Customer's ebank (including all login modes that Customers are using) when the Customer/Customer's transaction has signs/suspiciousness related to money laundering, terrorist financing, fraud, fraud or has signs/suspicious violate the law at the discretion of the Bank.
- d) To provide information on account by the method agreed in this Terms and Conditions.
- e) To provide information and transactions of customer to competent authorities, other permitted organizations and individual according to the laws.
- f) To deny illegal or invalid transaction according to TPBank regulations and the laws in the cases beyond TPBank's control.
- g) To lock/suspend/terminate/refuse the use of Service in accordance with the below Clause 3, Article 7.
- h) To debit customer's account on all valid transactions; the fees related to the transaction according to fee policy prescribed by TPBank from time to time; all excess cash withdrawal transactions, withdraw over the balances, mistaken credit on account, over credit on account.
- i) To block and debit amount on the account to charge fee under this Terms and Conditions.
- j) 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.
- k) To use customer's information in banking activities and to provide customer information and transactions to the third parties (including agencies, organizations and individuals with functions of establishing and signing contracts with TPBank; other organizations and individuals during the process of TPBank providing services to customers) in accordance with legal regulations.
- l) To send information, instructions, messages, emails, advertising calls,... products, services, promotions and offer of TPBank via phone number, email, fax... of the customer, which have been registered with TPBank.
- m) Other rights prescribed by this Terms and Conditions and the laws.

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 Conditions.
- c) To keep confidential on customer's information, accounts and transactions according to the laws.
- d) To lock the User in 10 minutes 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 nonimplementation 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.

1. Access with browser: Customer can use access device, enter user and password on the log-in screen to use the Service via website of TPBank: <https://ebank.tpb.vn/retail/vX/>
2. Access with application (applied for tablet and smart phone): Customer can download application and install on the access device. When the application is installed on the device, customer enters user 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 accesses to Google Play, search with keyword "TPBank Mobile", download and install the application on the device.
 - c) Other versions of the application will be announced to customer by TPBank on media channel selected by TPBank. Customer chooses and takes responsible for their choice of application version.
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. Access to service and process transaction

1. TPBank do not ensure that the the provision of services is seamlessly and uninterrupted. Therefore, although customer can use the services at any time, customer agrees 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.
2. Transaction will only be accepted when it is made through all login modes of 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.
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) TPBank detects suspicious transactions related to customer transactions in accordance with the law or TPBank's assessment

- e) When the benefits of TPBank/customer/third party may be harmed or fraud; or
 - f) In the case that TPBank suspends service to maintain; or
 - g) When the Bank detects that the customer violates any of this Terms and Conditions or the Terms and Conditions of Services as set out in below Article 16; or
 - h) When transaction exceeds the provided limit.
4. Customer must ensure their transaction process is correct and complete.
 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, duration 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

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.
2. The transaction request of customer does not mean it obviously has been recognized and processed by TPBank. TPBank will only proceed to debit/credit on the Card/Account of the customer after TPBank checks the request and the system has confirmed receipt of it from the customer.

Article 10. Irrevocable transaction

1. Customers cannot cancel, change, deny, and repudiate any eBank/eBank Kids Account version transactions that have performed on eBank 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 and/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.
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

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.
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.
3. Deadline to solve complaints of customer is within 15 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

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.
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.
3. TPBank does not support the service on root/jailbroken devices. If the customer uses it intentionally in any form, he/she will be responsible for all the problems caused by the root/jailbreak device.

Article 14. Modify terms and conditions

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.
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. 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.
3. Continuing of using the Service after the validity of the modification of this Terms and Conditions means customers totally accept such changes.

Article 15. Fees

1. Service fees and related services will be prescribed by TPBank from time to time.
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

1. When a customer registers for ebank service and opens an electronic payment account on ebank, agrees to these Terms and Conditions, it is understood that the customer has read, accepted, and is bound by these Terms and Conditions, conditions for opening and using a payment account are posted on TPBank's website during the Customer's use of the Account.
2. 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:
 - a) TPBank informs 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), and
 - b) Customers automatically use services/utilitie every time they log-in eBank.
 - c) Customer confirms he/she accepts and acknowledge the transactions performed by him/her in accordance with the methods provided TPBank to the Customer during the use of the eBank service, including but not limited to the transactions: changing the transactions limit; changing the transaction authentication method, unlocking, synchronizing eToken/eToken+, sending eToken/eToken+ activation codes.

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./.