

## **TERMS AND CONDITIONS ON OPENING AND UTILISATION OF CURRENT ACCOUNT/CURRENT ACCOUNT PLUS AND ADDED SERVICES**

*(This Terms and Conditions is an integral part of Agreement cum Contracts for opening and utilisation of account and added services at Public Bank Vietnam (hereinafter referred as “Agreement cum Contract”)*

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### **TABLE OF CONTENTS**

<b>CHAPTER I. OVERVIEW REGULATION .....</b>	<b>I-1</b>
Article 1. Scope of application.....	I-1
Article 2. Interpretation of terms.....	I-1
Article 3. Foreign account tax compliance act.....	I-5
Article 4. Force majeure.....	I-10
Article 5. Exclusion of liability.....	I-10
Article 6. Amendment, supplement to the Terms and Conditions and Termination of Contract .....	I-12
Article 7. Governing law and dispute resolution .....	I-13
Article 8. Other agreements and effectiveness.....	I-13
<b>CHAPTER II. SPECIFIC REGULATION .....</b>	<b>1</b>
<b>A. TERMS AND CONDITIONS FOR OPENING AND USING OF PAYMENT ACCOUNT .....</b>	<b>A-1</b>
Article 9. Payment account opening .....	A-1
Article 10. Using a payment account .....	A-1
Article 11. Deposit .....	A-2
Article 12. Cheque .....	A-3
Article 13. Overdraft.....	A-3
Article 14. Foreign currency trading.....	A-3
Article 15. Method of interest rate calculation .....	A-4
Article 16. Alterations/signature differs.....	A-4
Article 17. Stop payment .....	A-4
Article 18. Prohibited acts.....	A-4
Article 19. Blockade and closure of account .....	A-5



Article 20. Change of account information.....	A-7
Article 21. Bank statement.....	A-8
Article 22. Liability.....	A-8
Article 23. Service fees .....	A-9
Article 24. Transaction limit via payment account .....	A-9
Article 25. Information disclosure .....	A-10
Article 26. Foreign account tax compliance act (FATCA).....	A-10
Article 27. Joint payment account.....	A-10
Article 28. Method of receiving requests for investigation and complaints .....	A-11
Article 29. Rights and obligations of customers .....	A-12
Article 30. Rights and obligations of the Bank.....	A-13
<b>B. TERMS AND CONDITIONS ON ISSUANCE AND UTILISATION OF PBVN DOMESTIC DEBIT CARD.....</b>	<b>B-1</b>
Article 29. Rights and obligations of Cardmember .....	B-1
Article 30. Rights and obligations of PBVN.....	B-2
Article 31. Fees .....	B-3
Article 32. Card limit .....	B-3
Article 33. Scope of PBVN Domestic Debit Card utilisation .....	B-4
Article 34. Refusal cases for payment of PBVN Domestic Debit Card .....	B-4
Article 35. Card revocation.....	B-4
Article 36. Lock card and stop using card .....	B-5
Article 37. Card preservation and information security.....	B-5
Article 38. Handle in case of lost card or card information being disclosed .....	B-5
Article 39. Trace, handle the claim of Cardmember.....	B-6
<b>C. TERMS AND CONDITIONS ON ISSUANCE AND UTILISATION OF PBVN VISA DEBIT CARD.....</b>	<b>C-1</b>
Article 40. Manage PBVN Visa Debit Card with care .....	C-1
Article 41. Acceptance and use of card.....	C-2
Article 42. Possession of card.....	C-4
Article 43. Card account .....	C-5
Article 44. Minimum balance .....	C-6
Article 45. Hold on account .....	C-7
Article 46. Decisive rights of the Bank.....	C-8
Article 47. PIN and PIN instruction to use at ATM or to effect electronic transaction.....	C-9



Article 48. Terms and Conditions for use of Card at ATM, limits of transactions and limits of other related services .....	C-9
Article 49. Cash deposit into account .....	C-11
Article 50. Record of transaction .....	C-11
Article 51. Termination.....	C-12
Article 52. Exclusion of liability.....	C-12
Article 53. Fees and Charges .....	C-13
Article 54. Violation of debt payment obligation .....	C-14
Article 55. Overseas transactions.....	C-15
Article 56. Rights of debt deduction and debt consolidation.....	C-16
Article 57. Indemnity cases.....	C-16
Article 58. Preservation of right and entitlement.....	C-16
Article 59. Disclosure .....	C-16
Article 60. Notice.....	C-17
Article 61. Services of notice .....	C-18
Article 62. Certificate of indebtedness.....	C-18
Article 63. Contact information .....	C-19
Article 64. Tax .....	C-19
Article 65. Costs.....	C-19
Article 66. compensation .....	C-19
Article 67. Working time .....	C-20
Article 68. Lost card.....	C-20
Article 69. 24/7 hotline service .....	C-20
<b>D. TERMS AND CONDITIONS FOR UTILISATION OF PBVN E-BANKING SERVICE (INTERNET AND MOBILE BANKING SERVICES).....</b>	<b>D-1</b>
Article 70. Scope of services provided .....	D-1
Article 71. Access and use of the e-Banking service.....	D-1
Article 72. Transaction limit .....	D-2
Article 73. Transaction verification method .....	D-2
Article 74. service charges .....	D-2
Article 75. QR Pay service.....	D-3
Article 76. Other added services to e-Banking .....	D-4
Article 77. Rights and obligations of the Customer.....	D-4
Article 78. Rights and obligations of PBVN.....	D-7

**E. TERMS AND CONDITIONS FOR REGISTERING AND USING OF SMART OTP VERIFICATION METHOD .....E-1**

Article 79. Conditions for using smart otp.....	E-1
Article 80. Scope of service and applicable transaction limit.....	E-1
Article 81. Rights and obligations of Customer.....	E-1
Article 82. Right and obligations of PBVN .....	E-2
Article 83. Troubleshooting Smart OTP usage issues .....	E-3

**F. TERMS AND CONDITIONS ON PERSONAL DATA PROTECTION ..... F-1**

Article 84. General regulations on personal data protection.....	F-1
Article 85. Types of customer's personal data processed by PBVN .....	F-1
Article 86. Purposes for processing customer's personal data.....	F-2
Article 87. How to process and collect customer's personal data .....	F-5
Article 88. Organizations and individuals permitted to process personal data.....	F-6
Article 89. The Bank's security assurance.....	F-7
Article 90. Starting and ending time to process personal data.....	F-8
Article 91. Customer's rights and obligations relating to your personal data.....	F-8
Article 92. The Bank's right and obligations relating to Customer's personal data...	F-8

## **CHAPTER I. OVERVIEW REGULATION**

### **ARTICLE 1. SCOPE OF APPLICATION**

This Terms and Conditions are applicable to the Customer opening current account/ current account plus (hereinafter called as “Current Account” or “CA”) and products derived from 02 (two) types of payment account above, as well as PBVN banking services, including Domestic Debit Card service, VISA Debit Card and e-Banking services (internet banking service and mobile banking service).

### **ARTICLE 2. INTERPRETATION OF TERMS**

In this Terms and Conditions, the following terms have the following meaning:

1. **“Terms and Conditions”** means these Terms and Conditions including any amendments, changes, revisions and/or modifications made by the Bank from time to time.
2. **“Beneficial owner”** refers to an individual who has the rights to own one or several asset(s), or to control a customer on whose behalf to perform transactions relating to asset(s). It also includes those persons who have rights to control over a legal entity or legal agreement.
3. **“Cardmember”** refers to Individual Customer or Entity Customer holding the Card linked directly to his/her/its own current account, includes Principal Cardholder and Supplementary Cardmember.
4. **“CVV2”** (standing for Card Verification Value 2) means a 3-digit security code printed on the back of the Visa Debit Card, which is generally used for transactions when the card is not physically presented, such as in online purchases.
5. **“Biometric”** means biometric imprint(s) saved on the mobile device which supports the biometric authentication function, including but not limited to fingerprints, vein of fingers or hands, faces, iris and voice; and may be used to log-in to/verify the transactions in PB engage VN app and QR Payment service which would allow the Customer to make payment by scanning the merchant’s QR code.
6. **“E-Banking Service”** means PBVN’s Internet Banking and Mobile Banking service that facilitates customers to perform permitted online transactions by accessing PBVN’s website or using application programs provided by PBVN or any partners which are connected to PBVN’s system (these programs/systems are generally referred to as electronic devices).
7. **“Internet Banking service”** means the banking services and payment services provided by PBVN via the Internet.
8. **“Mobile Banking service”** means the banking services provided by PBVN via a mobile app named PB engage VN, which is available for download in Apple App Store or Google



Play Store.

9. **“QR Payment (QR Pay)”** means the service that the Bank cooperates with payment service providers so that Customer can make payment by scanning QR code at linked merchants via PB engage VN app of PBVN.
10. **“Agent”** means any third-party providing services, products, contents and information.
11. **“Card Acceptance Merchant” (Merchant)** means entities, individuals under the signed card payment contracts to accept the payments of goods, services made by card which properly presented.
12. **“Business Units (BUs)”** means PBVN’s Branches/Transaction Bureaus.
13. **“Electronic Transaction”** means a transaction performed via electronic devices.
14. **“Card Transaction”** means a transaction performed by using the Card to place deposit, withdrawal, money transfer, payment of goods/ services, and other services provided by card issuance organizations, card payment organizations.
15. **“Non-Card Transactions”** means any transaction performed at Merchant without the physical appearance of the card and/or Cardmember at the time of transaction.
16. **“Online Card Transaction (E-Commerce)”** means any transaction as payment of goods and services performed directly on Merchant’s website/mobile apps connected to PBVN’s online payment system and/or PBVN’s partners.
17. **“Transaction Receipts”** mean the relevant payment slips or papers provided by the Bank to the Authorised Merchants for the purpose of recording, confirming and evidencing the purchase transaction of goods and services incurred by the Cardmember through the use of the Card to charge fee and debit into the Account.
18. **“Customer”** means organisations, individuals using PBVN’s service.  
  
Where there are two (02) or more persons or parties comprised in the expression “the Customer”; agreements, regulations, commitments, Terms and Conditions described herein shall be treated and understood as made by or binding upon such persons or parties jointly and severally.
19. **“Automated Teller Machine (ATM)”** means a machine which can be used by Cardmember to make the transactions, such as deposit, credit, withdrawal of cash, fund transfer, bill payments of goods and services, account inquiry, PIN changing, information lookup and other transactions.
20. **“One Time Password (OTP)”** means a password being valid with one login session for a certain period, often used as a 2<sup>nd</sup>-level of user verification for logging into the app or making e-Banking transaction. The OTP will be sent to Customer via his/her selected verification method (SMS/SMART-OTP).
21. **“Quick Response Code (QR Code)”** means a two-dimensional (2D) barcode which can be scanned by a QR Scanner or a mobile device that is equipped with a QR reader.
22. **“PIN for card”** means the personal code granted initially to a Cardmember by the Bank



and being changed subsequently by the Cardmember to activate the card utilisation and which will thereafter enable the Cardmember to effect Card Transactions.

23. **“Password”** means a unique string of characters issued by the Bank for the Customer’s first-time login to the e-Banking Service and thereafter chosen by the Customer and known only to the Customer and the Bank’s computer system, which must be entered on the Customer’s Device in order to verify the Customer’s User ID and grants the Customer access right to the e-Banking Service.
24. **“Working day”** means any calendar day from Monday to Friday, excluding public holidays prescribed by laws and regulations of Vietnam and PBVN.
25. **“The State Bank” (SBV)** means the State Bank of Vietnam.
26. **“Residents”** means organizations, individuals in the following subjects:
  - a. Credit institutions, foreign banks’ branches established and operating in Vietnam as prescribed in Law on Credit Institutions;
  - b. Economic institutions not being credit institutions, established and carrying on business activities in Vietnam (hereinafter referred to as economic institutions);
  - c. State agencies, units of the armed forces, political organizations, socio-political organizations, socio-political-professional organizations, social organizations, socio-professional organizations, social funds and charitable funds of Vietnam operating in Vietnam;
  - d. Representative offices in foreign countries of the entities stipulated in points a, b and c this clause;
  - e. Diplomatic representative agencies, consulate representative agencies and representative agencies at international organizations of Vietnam in foreign countries;
  - f. Vietnamese citizens residing in Vietnam; Vietnamese citizens residing overseas for a duration of less than twelve (12) months; and Vietnamese citizens working for any of the organizations stipulated in points d and e this clause and the individuals accompanying such citizens;
  - g. Vietnamese citizens travelling overseas for purposes of tourism, study, medical treatment or visits;
  - h. Foreigners allowed to reside in Vietnam for a duration of twelve (12) months or more. For foreigners coming to Vietnam for study, medical treatment, tourism, or working for diplomatic representative agencies, consulates or representative agencies of international organizations in Vietnam, representative offices of foreign organizations in Vietnam irrespective of term shall be cases not belong to subjects as Citizens;
  - i. Branches in Vietnam of foreign economic institutions, forms of presentation in Vietnam of the foreign parties joining in investment activities as prescribed by law on investment, executive office of foreign contractors in Vietnam.
27. **“Non-residents”** means subjects other than those defined in Clause 26 of this Article.



28. **"PBVN"** or **"Bank"** means Public Bank Vietnam Limited.
29. **"Verification method"** means method used by PBVN to verify Customer while performing transactions in e-banking channels and other channels as prescribed by regulations of PBVN. Currently, there are three (03) types of verification method provided by the Bank namely SMS OTP, Smart OTP and Biometric verification measure.
30. **"SMS OTP verification method"** means verification method whereby OTP code is sent via Short Message System (SMS) Service to the Customer's handphone number registered in the Bank's records.
31. **"Smart OTP verification method"** means verification method whereby OTP code is generated on PBVN's Smart OTP/PB engage VN app installed on the Customer's mobile device.
32. **"Biometric verification method"** means the use of identification solutions of biometric elements and characteristics associated with the Customer such as fingerprints, vein of fingers or hands, faces, irises, voices. etc. in order to verify such Customer as prescribed by PBVN's regulations from time to time.
33. **"Electronic means"** means hardware, software, information system or other means operating based on information technology, technologies of electric, electronic, digital, magnetism, wireless transmission, optics, electronic and other similar technologies.
34. **"Current Balance"** shall mean the available balance in the Account after deducting the purchases of goods and/or services incurred by the Cardmember during the billing period
35. **"Bank statement"** means an e-Statement and/or the hardcopy statement of account issued by the Bank reflecting the total transactions.
36. **"Current account or Account"** means the demand deposit account of the Customer opened at PBVN to use payment services provided by PBVN.
37. **"Debit Card"** means a card issued by PBVN that authorizes its cardholder to conduct card transactions within the amount of money available and overdraft limit (if any) on the current account of the cardholder opened at PBVN.
38. **"Device"** means a machine such as Mobile Device or Computer Terminal that can be used to connect to the Internet.
39. **"Agreement"** means the agreement between the Customer and the Bank for banking services and all supplements, amendments thereto.
40. **"Legal arrangement"** means an arrangement in form of a trust or any other similar legal arrangement established under foreign laws, in which the Trustee is allowed to obtain the legal ownership and control of the property through the transfer process from the principal to conduct the operation, management and supervision of such property for the benefit of the beneficiary or for the agreed purposes in such arrangement.
41. **"Total Transactions"** means the sum total of the Cardmember's Card Transaction and ATM Card Transaction. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card shall be deemed to be a Card Transaction.



42. **“Total Amount on Hold”** means the sum total of the amount in the Cardmember’s Account put on hold by the Bank as a result of any Card Transaction;
43. **“Website”** means <https://ebank.publicbank.com.vn> and/or <https://publicbank.com.vn> or any other address as shall be determined and notified by the Bank from time to time.
44. **“PB engage VN”** means application provided by PBVN via Google Play Store (applied to Android device) or Apple App Store (applied to IOS device) or other online application store which PBVN shall decide and inform in each period.
45. **“Two-factor authentication”** means an authentication method that incorporates two elements to verify user’s identity. Two-factor authentication is based on the information known to the user (PIN number, secret code, etc.) along user’s electronic device (smart card, mobiles, etc.) or biometric identification to verify the user's identity.
46. Words importing the singular includes the plural and vice versa.
47. Words referring to the masculine gender also refer to the feminine gender.
48. Reference to a Clause is to a Clause of this Terms and Conditions.
49. The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Terms and Conditions.

Any other banking terms not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Vietnam. Any terms relating to computer technology not specified defined or described herein shall be construed in accordance with the general practice and the information technology industry in Vietnam.

### **ARTICLE 3. FOREIGN ACCOUNT TAX COMPLIANCE ACT**

1. The Foreign Account Tax Compliance Act (**FATCA**) was enacted on 18 March 2010 and was designed to report and collect tax from United States (U.S.) persons (i.e. U.S. citizens/green card holders/tax resident) on their offshore financial accounts including investments in countries like Vietnam through non-U.S. financial institutions and offshore investment vehicles. The FATCA is effective on 01 July 2014. The intergovernmental agreement (IGA) between Vietnam and the United States for implementing the FATCA regime was signed on 01 April 2016 and generally requires foreign financial institutions such as us, Public Bank Vietnam to provide information on U.S. persons to the Vietnamese Competent Authority, which will then submit the information to the U.S. Internal Revenue Service (IRS).
2. A U.S. Person is a U.S. citizen, U.S. green card holder or tax resident individual (i.e. present in the U.S. for more than 183 days). The term “U.S. Person” refers to both individuals and entities.
3. U.S. indicia comprises seven (07) different types of information that may give rise to a U.S. Person status, as listed below. Collection of such information requires the Bank to obtain further documentation from the customer to confirm the status as a U.S. person or non-U.S. person.



- U.S. Citizen, U.S. Green Card Holder, or U.S. Tax Resident
  - U.S. place of birth
  - U.S. residence address or U.S. mailing address
  - U.S. telephone number
  - Standing instruction to transfer funds from the foreign account to an account maintained in the U.S.
  - Power of attorney or signatory authority granted to a person with a U.S. address
  - “In-care-of” address or a “hold mail” address that is the sole address for the account-holder
4. For a U.S. Person who opens any of the financial accounts listed above, your information, including account balances, interest and dividend income payment amounts will be reported annually by the Bank to IRS via the Vietnamese Competent Authority. To the extent possible within our systems, FATCA requires the Bank to aggregate the account balances of all accounts under the first party name if you have two or more financial accounts maintained with the Bank in order to determine whether the minimum threshold limit is reached whereby reporting is then required.
- If you are a U.S. Person, you are also required to furnish a valid withholding certificate using Form W-9. In addition, you will be required to give your consent to the Bank to waive the prohibition on the ultimate disclosure to the IRS via the Vietnamese Competent Authority.
5. If you confirm to the Bank that you are a Non-U.S. Person notwithstanding that you have presented the Bank with U.S. Indicia, notwithstanding one or several of the U.S. indicia have been identified, FATCA allows you to claim Non-U.S. Person status provided you can furnish documentation to the Bank on this matter. One of the necessary documentations may be a valid withholding certificate that is the relevant and valid Form W-8, along with the Certificate of the Loss of Nationality of the U.S. or a Non-U.S. Government identification paper or other valid certifications/documents.
- Once the Bank has ratified your Non-U.S. Person status, your account will not be classified as a U.S. reportable account.
6. If you are a U.S. Person who wishes to open a joint account with a Vietnamese or Non-U.S. Person, your account is treated as a U.S. account subject to FATCA provisions as stated under Article 3.4 above.
7. If you have multiple citizenship and/or residency in various countries besides the U.S, as long as you are a U.S. citizen or resident individual, you are subject to FATCA but your multiple nationalities must be disclosed to the Bank with the required supporting documentation.
8. If there is a change in circumstances on your personal particulars, you are required to inform the Bank within 30 days of the change in circumstance, which includes changes to your mailing address, phone number, or citizenship. These changes will be reviewed to determine their effect on your status as a U.S. or non-U.S. person. For example, if you change your address from a Vietnamese address to a U.S. address, you will be requested to submit documentation to support the change within 90 days from the date of request by the Bank.



9. A U.S. organization is an enterprise that is a corporation incorporated in the United States under the laws of the United States or any state.
- A U.S. organization is a fund If (i) a court in the territory of the United States has jurisdiction under law to make judgments concerning a wide range of primarily administrative matters of the fund, and (ii) one or more U.S. person have control over the fund's important decisions, or a fund of a deceased person who is a citizen or immigrant in the United States.
10. A U.S. is an organization that is defined as any U.S. subject except:
- i. A corporation whose shares are regularly traded on one or more stock markets;
  - ii. Any corporation whose members are defined in the U.S. Domestic Revenue Act;
  - iii. A U.S. subject or any agent wholly owned an agency;
  - iv. Any State of the United States, Columbia State, any territory of the United States, any political unit of the mentioned states or any agency which is wholly owned by any of the above-mentioned;
  - v. Any tax-exempt organization or an individual who retires as determined by the IR
  - vi. Any bank as determined by the IRC;
  - vii. Any Real Estate investment fund under the IRC definition;
  - viii. Any investment company as determined by the IRC or any entity registered with the Securities Commission under the Investment Company Act of 1940;
  - ix. Any company as defined in the IRC;
  - x. Any fund that is tax-exempt as defined in the IRC;
  - xi. A person who deals in securities, commodities, or derivative financial instruments (including major contracts, futures, options) registered under the laws of the United States or any other state;
  - xii. Broker under IRC.
11. An active foreign non-financial organization is an organization that has less than 50% of the total income of the preceding consecutive calendar year or of another appropriate reporting period that is passive income and less than 50% of the assets held by the foreign non-financial organization in the preceding consecutive calendar year or other appropriate reporting period are assets used for creation to generate passive income.
12. Passive revenue is non-commercial revenue and includes:
- i. Share interest;
  - ii. Interest;
  - iii. The revenue equivalent to interest, including swap interest received from or related to the contributed capital of the insurance contract if this revenue depends on all or part of the operation of the contributed capital;
  - iv. Leases and royalties, other than leases and royalties derived from active commercial activities, performed even in part by NFFE employees;
  - v. Annual allowance;
  - vi. Actual profits from asset trading or exchange activities that cause the passive revenue described in the above items to increase;
  - vii. Sources of foreign currency revenues.
13. A non-profit organization under FATCA regulations is a foreign non-financial organization that meets all of the following requirements:



- i. Be established and operate in accordance with the regulations of the jurisdiction in which you reside for religious, charitable, scientific, artistic, cultural, sports, or educational purposes only; or is incorporated and operates in the jurisdiction of residence and is a socio-professional organization, business association, chamber of commerce, labor organization, agricultural or horticultural organization, civil association or an organization operating for the purpose of promoting social welfare;
  - ii. Exempt from income tax in the territory of residence jurisdiction;
  - iii. No shareholder or member has a right or interest in the income or assets of that organization;
  - iv. The law applicable to the Foreign Financial Non-Financial Entity of the jurisdiction of residence or the documents of the Foreign Financial Non-Financial Entity does not allow any income or assets of such NFFE to be distributed to, or serve the benefit of, an individual or non-charitable entity if it is not for the performance of the charitable activities of such Foreign Non-Financial Entity, or reasonable expenses for services provided, or such as payments at the fair market value of assets purchased by NFFE; and
  - v. The law applicable to the Foreign Non-Financial Organization of the jurisdiction of residence or the dossier of establishment of the Foreign Non-Financial Organization requires, upon liquidation and dissolution of the Foreign Financial Organization, all assets are allocated to a state agency or other non-profit organization, or expropriation to the government in the jurisdiction of residence of the Foreign Non-Financial Organisation or any subordinate political subdivision.
14. A controller is a natural person who exercises control over an organization. In the case of a trust, the controller is the truster, trustee, guardian (if any), beneficiary or group of beneficiaries and regardless of which natural person exercises ultimate de facto control over the trust and in the case of a type of legal entity that is not a trust, Controller means a person in an equivalent or similar position.
15. If you are a company identified as a U.S. organization or a U.S. organization being incorporated in the U.S. with a financial account, your information including balances, interest rates, and dividends will be reported annually by the Bank to the IRS through the Vietnamese Authority Agency. Within the scope of the Bank's system, FATCA requires the Bank to aggregate the balances of all accounts in the Customer's name if the Customer has two or more accounts maintained with the Bank to determine the minimum threshold to be reported upon request.
- If you are a U.S. organization, you are required to provide a W9 form that includes your TIN number. In addition, the Customer must consent to the Bank's disclosure of information to the IRS through the competent authority of Vietnam.
- The Client must also ask a tax advisor to determine if his or her organization is exempt, considered compliant, under FATCA, and provide the Bank with valid documentation of its type of organization.
- However, the registration to open an account requires prior review and a transition period from the Bank as part of the FATCA due diligence process. Upon approval of the transition, the authorized representative of the organization must submit valid and accurate documentation e.g. Form W8-W9 or any or any of the certificates and documents



within 90 days from the date of registration for account opening. If the FDD on the FATCA document is fully complied with, final approval will be granted to the Bank to open an account for the U.S. organization.

Please be noted that FATCA allows the Client within 90 days from the date of registration to provide the required documentation and approval. However, if the Customer declines to do, the Bank has the right to reject the Customer's request.

16. If customer's company is a domestic or non-U.S. organization with one or more U.S. Directors/Contributors/Business Owners who are U.S. person that have more than 25% of the shares in the company's total shares, those companies are identified as U.S.-owned foreign companies under FATCA. An FDD is required for each U.S. entity that holds more than 25% of the shares, and the aforementioned individuals are required to provide a certificate of deduction – Form W-9 if the organization is a passive non-financial organization. In addition, representatives of the organization and U.S. shareholders have to consent to the Bank disclosing information to the IRS regarding the company and shareholders and authorize the Bank to withhold any payments transferred to the account if necessary.

If the customer company's account is a FATCA account, the name of the organization's account with the details of the owner being a US entity will be reported annually by the Bank to the Vietnamese Authority Agency, then the information will be sent to the US Internal Revenue Service.

However, the registration to open an account requires prior review and a transition period from the Bank as part of the FATCA due diligence process. Upon approval of the transition, the authorized representative of the organization must submit valid and accurate documentation e.g. Form W8-W9 or any or any of the certificates and documents within 90 days from the date of registration for account opening. If the FDD on the FATCA document is fully complied with, final approval will be granted to the Bank to open an account for the U.S. organization.

Please be noted that FATCA allows the customer within 90 days from the date of registration to provide the required documentation and approval. However, if the Customer declines to do, the Bank has the right to reject the Customer's request.

17. For institutional customers, if there is a change in information about the organization and/or directors/capital contributors/owners, the customer must notify the Bank within 30 days from the date of the change, for example, the change of a shareholder who is an American entity accounting for more than 25% of the company's shares to another shareholder who is a Vietnamese. In addition, the Customer must provide documents as required by the Bank to prove the above change within 90 days from the date requested by the Bank.
18. The FATCA Act gives the Client 90 days from the date of registration to provide the required documentation and agree to consent. In addition, if the Customer is unable to provide accurate and valid FATCA documents to the Bank or does not accept compliance, the Customer's account will be listed as an opposing account and will be deducted. In this case, the Bank has the right to reject the Client's application.
19. From 01 July 2014, FATCA withholding is applicable to fixed, determinable, annual or periodic (FDAP) income derived from sources within the U.S such as interest or dividend



income from U.S. securities. Beginning in 2017, gross proceeds from the sale or disposition of U.S. assets will also likely be subject to withholding. Withholding only applies to recalcitrant individual and entity account holders or entity account holders that are non-participating foreign financial institutions.

20. If you want to obtain a blank copy of the Withholding Certificate that is the relevant and valid Form W-8 or Form W-9, the Bank will furnish you with a series of Form W-8 or Form W-9 taken from the IRS website for the customer to determine the appropriate form to use. However, we also recommend that you obtain appropriate tax advice to correctly complete the proper form.
21. If you have any queries on FATCA, it is recommended that you contact your tax advisor or liaise with the IRS at their online portal or contact the Vietnamese Competent Authority, upon the Vietnamese Government signing the IGA1 with U.S.
22. The Bank's responsibilities as a reporting financial institution are to conduct due diligence, reporting and withholding, as determined in the IGA between Vietnamese and the U.S.
23. Customer agree that if you are under Application for opening account, you acknowledge that you are to furnish the required valid FATCA documentation and consent together with the completed FATCA account opening form within 90 days from the date of the application as stated hereunder, failing which the Bank has the right to reject my/our application/cease account transactions with me/us without assigning any reason whatsoever.

#### **ARTICLE 4. FORCE MAJEURE**

1. A force majeure is an event which occurs in an objective manner which is not able to be foreseen and remedied despite of being taken all necessary means and admissible measures, in which include but not limited to fire, flood, earthquake, tsunami, war, riot, embargo, siege or other limitations of government on operations related to the banking account and other force majeure.
2. In case the Bank fails to perform its obligations under these Terms and Conditions due to the force majeure, the Bank will not be liable for any delay, loss, damage in any form, or any inconvenience which the Customer may suffer as a result of such failure.

#### **ARTICLE 5. EXCLUSION OF LIABILITY**

1. PBVN shall not be liable for the direct or indirect damages which the Customer suffers resulted from or related to one and/or some reasons as following:
  - a. The service utilization or information access of the Customer or the authorized persons of the Customer;
  - b. The act of PBVN performed under the directive of any authorized person of joint account;
  - c. The authenticity of SMS sent to the Customer;



- d. The loss, delay in performing or not performing the obligations of the Customer in accordance with regulations in this Terms and Conditions;
  - e. Any failed transaction performed by the Customer, including the transaction transferred the wrong agent, beneficiary or third-party;
  - f. SMS sent by a third-party who in any way connects its device with the Customer's registered phone number;
  - g. Interruptions, delays, late, unavailability to use or any problems occurring in the provision of services due to causes beyond PBVN's reasonable control ability, including but not limited to interruptions caused by the upgrade and repair of services, or a transmission line error from the telecommunications service providers;
  - h. Any force majeure including natural disasters, strikes, terrorism, riots, wars, or requests or directives of Government and state competent authorities, changes of policy, regulations of laws;
  - i. The Customer intentionally or unintentionally disclose the verification information and/or other information related to transactions with other individuals;
  - j. Any breakdown of the Customer's device (including breakdowns of operating system);
  - k. PBVN actions toward Decisions of state competent authorities.
- 2. PBVN shall not ensure the security of any service's information or SMS and not be liable for any service's information or SMS being accessed or used by unauthorized parties. The Customer agrees that PBVN is exempted from liability in these cases.
  - 3. PBVN, its Officers, staff or agents disclaim all commitments, declarations or implications including but not limited to: the capability of product sales, the warranty of brand name, the non-violation to intellectual property rights, usefulness, accuracy, quality or suitability with the purposes of services and products transacted through PBVN's website or app.
  - 4. PBVN cannot guarantee that the partial or total access to PBVN's Internet Banking website or PB engage VN app is error-free or any errors will be corrected, or there will be no delay, damage or error to the transmitted information, or that no virus or harmful or infectious programs will be transmitted, or that no breakdown of Customer's computer system will occur.
  - 5. Customer is informed that from time to time, PBVN may transfer link from or to websites owned and operated by third-parties not under the control of PBVN. PBVN will not be responsible or liable for the content of such websites of the third-parties or every consequence from accessing and connecting to such websites. PBVN does not endorse or confirm the content of such linked sites. Any person connecting to these websites without the written acceptance of PBVN's authorized person shall be liable for all matters arising from such connection.



**ARTICLE 6. AMENDMENT, SUPPLEMENT TO THE TERMS AND CONDITIONS AND TERMINATION OF CONTRACT**

1. The Bank has the right to modify and supplement to the content of these Terms and Conditions and notify the Customer by the method in which the Bank deems appropriate.
2. Notification of changes is considered to be sent to the Customer if the notification has been posted on the Bank's website at the address [www.publicbank.com.vn](http://www.publicbank.com.vn); or sent to the Customer's e-mail, mobile phone number registered with the Bank; or sent to the contact address registered by the Customer; or informed via PB engage VN.
3. The legality and validity of the provisions of these Terms and Conditions will not be affected regardless whether the Customer accepts or rejects the amendments/supplements to these Terms and Conditions and the parties shall continue to be bound to the rights and responsibilities under these Terms and Conditions.
4. The Customer may unilaterally terminate the contract if the Customer does not agree with the amended/supplemented PBVN's Terms and Conditions. The Customer is deemed to have accepted the amendment/supplement to these Terms and Conditions if the Customer continues using the Bank's services after notification on the amendment/supplement to the Terms and Conditions.
5. The Customer may request to terminate the use of the service at any time by a written notice sent to PBVN. The termination will be effective when PBVN stops providing the service.
6. PBVN may suspend or terminate all or any services without informing or stating reason for the Customer in the following situations:
  - a. In case incurring an incident due to causes beyond the scope of the Bank's control that leads to the inability to perform its services, including causes of technical incidents, sabotage, earthquakes, natural disasters, network interruptions, loss of electricity from the service provider or when the transaction value is not within the registered limit of Customer.
  - b. Customer does not comply with the security requirement or the service is risky as per advice of the relevant institution; suspect that transaction is related to criminal elements, money laundering, law violations or to implement anti-money laundering policies according to the Bank's regulations and laws; circumstances beyond the Bank's control.
  - c. Customer violates the service Contract, has fraudulent, illegal behaviours in electronic transactions; or PBVN suspects the services used by Customer are being exploited.
  - d. Other circumstances as prescribed by Vietnamese laws.

**ARTICLE 7. GOVERNING LAW AND DISPUTE RESOLUTION**

1. The Terms and Conditions to open and use payment account and added services is established and adjusted in compliance with the prevailing Vietnamese laws.
2. PBVN and the Customer commit to comply with the content specified in the contract and any amendments, supplements and annexes (if any). If any dispute arises, the dispute will be first resolved through negotiation or mediation. Where negotiation and mediation fail, the parties have the right to submit the dispute to the competent court in Vietnam for settlement.
3. Where the Customer's complaints are not due to PBVN's fault, the Customer shall bear all costs arising from the handling of complaint(s), as prescribed by the competent state agencies.
4. The contents which have not been regulated in this Terms and Conditions will be in compliance with the specific regulation of each product, service based on agreement between the Bank and customer and regulation of relating laws.

**ARTICLE 8. OTHER AGREEMENTS AND EFFECTIVENESS**

1. Application cum Contract for opening and utilization of account and added services for individual customer and the Terms and Conditions are integral parts of each other. By signing up Application cum contract for opening and utilization of account and added services, the Customer is deemed to have read, understood and complied strictly with all the mentioned Terms and Conditions and the relevant provisions of the Laws of Vietnam.
2. This Terms and Conditions being effective and applied from the date of Customer's signatures and the Bank's acceptance for Application cum Contract for opening and utilization of account and added services of PBVN and its revisions, supplements (if any) shall be the integral part of the Application cum Contract.
3. This Terms and Conditions shall be the integral part and not in derogation of any specific agreement now or hereafter subsisting between the Bank and the Customer or any terms and conditions that may be specified in any letter or offer given by the Bank to the Customer from time to time.
4. The rights, powers and privileges provided under these Terms and Conditions are cumulative and not exclusive of any rights, remedial actions and privileges provided by law, in any agreements between the parties or in other methods.
5. The Customer's usage of the Bank's services at any time and from time to time shall be construed as the Customer's acceptance and agreement to the provisions of the Terms and Conditions and to the risks involved when using any service provided by PBVN.
6. In the event that any or all of the PBVN e-Banking Services are not accessible for whatever reasons, the Customer agrees to use alternative measures, including but not limited to the automated teller machine (ATM) or at any BUs of PBVN, to issue such instructions as shall be desired by the Customer at the material time.



7. The Customer hereby consents to all notices and information related to PBVN services or required in the Terms and Conditions which is sent to Customer as per his/her registered method when registering banking services and other amendment/ supplement (if any).
8. No oral information or advice given by PBVN, its agents or PBVN's employees shall create an official warranty, and the Customer shall not rely on any of such information or advice as PBVN's official warranty.
9. The Terms and Conditions is made in 02 forms in Vietnamese and English. In case the English and the Vietnamese version are understood differently, the Vietnamese form shall prevail to apply otherwise prescribed by laws.
10. In the event of any conflict or inconsistency between the Terms and Conditions herein and the terms and conditions and rules and regulations governing the relevant services, this Terms and Conditions shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
11. If any terms or conditions or any parts or items of this Terms and Conditions are declared as null and void or could not be enforced by the competent authorities, that terms and conditions will not nullify other terms, conditions, parts or items of this Terms and Conditions.
12. This Terms and Conditions will be binding upon the Customer's heirs, personal representatives, successors-in-title and the Bank's successors-in-title and assigns.

## **CHAPTER II. SPECIFIC REGULATION**

### **A. TERMS AND CONDITIONS FOR OPENING AND USING OF PAYMENT ACCOUNT**

#### **ARTICLE 9. PAYMENT ACCOUNT OPENING**

1. The prescribed copies of Agreement cum Contract in opening and utilisation of account, added services are to be completed and executed in the name of the person/firm/company/society/association by the authorized signatories as per the agreements/resolutions and such Agreement cum Contract must be submitted together with the documents as required by the PBVN as stipulated from time to time and be furnished to the customer at the counter or at the place of account opening or published in the Bank's official website. The acceptance or decline of the application is at the Bank's discretion in accordance with Internal Guidelines/stipulations of the Bank as per regulations of the SBV regarding Customer's account.
2. An initial deposit to activate the account stipulated at the Fees and Charges of the Bank at the time of opening account/ This Fees and Charges is furnished for Customer at the time of opening account and/or published in the Bank's official website.

#### **ARTICLE 10. USING A PAYMENT ACCOUNT**

1. Customers are allowed to use the payment account to deposit and withdraw cash and request PBVN to provide payment services via the account such as: providing payment method, performing cheque payment services, payment orders, payment authorizations, collections, collection authorizations, bank cards, money transfers, collection, payment and other additional services in accordance with the prevailing law.
2. The use of payment accounts of individuals who are under 15 years old, persons with limited cognition or lost behavior control, persons with difficulties in cognition and control of behavior must be carried out through their representatives. The representative shall make payment transactions through the payment account of the representative in accordance with the provisions of the civil law on guardianship and representation.
3. The use of payment accounts opened to serve the monitoring of deposits, ensuring solvency and other purposes as prescribed by law must ensure compliance with relevant legal provisions. PBVN is not allowed to actively Debit for the deposits, the amount on the payment guarantee account, and the amounts to ensure the performance of obligations as prescribed by law, except for the case of deposits, money to ensure the performance of obligations for PBVN itself.
4. Customers using a payment account ensure the following principles:
  - a) The scope of use and transaction limit for each customer in accordance with regulations on risk management and the Agreement cum Contract for opening and utilisation accounts and added services in accordance with the Bank's regulations and law from time to time;



- b) Provide all necessary information to serve the inspection, comparison and verification of customer identification information in the process of using the Bank payment account;
- c) Withdrawal and payment transactions by electronic means shall only be made on the payment account when the matching of identity papers and biometric information of the account holder or representative (for individual customers) or legal representative (for enterprise customers) with:
  - (i) The biometric data stored in the encrypted information storage unit of his/her citizen identity card or identity card that has been authenticated correctly issued by the Police Agency or through the authentication of the person's electronic identification account created by the electronic identification and authentication system; or
  - (ii) The biometric data collected through face-to-face meetings with such persons in case they are foreigners who do not use electronic identities or people of Vietnamese origin whose nationality has not been determined; or
  - (iii) The biometric data has been collected and checked (to ensure the correct match between the person's biometric data and the biometric data in the encrypted information storage unit of the citizen identity card or the identity card that has been authenticated correctly issued by the Police or with the biometric data of the person through authentication of electronic identification accounts created by the Electronic Identification and Authentication System); or
  - (iv) The biometric data of the person is stored in the National Population Database in case of using a citizen identity card without an encrypted information storage unit;
- d) Apply authentication methods to each type of transaction in electronic payment in accordance with the State Bank's regulations on safety and security for the provision of banking services by electronic means;
- dd) The use of payment accounts in Vietnam done by customers who are non-residents, residents being foreign individuals and payment accounts in foreign currencies must comply with the provisions of this Article and the provisions of law on foreign exchange management.

## **ARTICLE 11. DEPOSIT**

1. Customer can deposit by cash, fund transfer or cheque, draft, collection order etc.
2. Cheques, drafts, collection order are received for collection only and the counterfoil given to the Customer should not be construed to mean that the deposit to the Customer's account has been cleared.
3. Customer must bear all the risk and expense arising from dishonoured cheques, draft, others payment instruments etc ... which were deposited at the Bank for collection, but were refused to be honoured afterwards, except for cases where the Bank is at fault.



## **ARTICLE 12. CHEQUE**

1. The Customer is responsible for the safe keeping of the Customer's cheque books and, in the event, if any cheques are lost, stolen or misplaced, the Customer is to immediately report to the Bank. For the promptness purpose, The Customer can report verbally but the Customer must send the written notice to the Bank. The supply and use of cheques shall be governed by the prevailing regulations by the State Bank of Vietnam and relevant authorities.
2. Cheques may not be drawn on the Bank except on the forms supplied by the Bank and registered for each account. The application for cheque books should be made on the printed application form which is to be found in the cheque book. The application form must be duly signed and seal (if any) in accordance with the registration at the Bank. In the Customer's interest, the Customer is requested to read and follow closely the notes of cautions printed on the inside cover of the cheque book.
3. The cheque presented first will be paid first, provided that this cheque is still valid and its amount does not exceed the available balance in the Customer's account. If the Customer draws several cheques at the same time and the aggregate amount of the cheques exceed the Customer's disposable credit balance, the cheque with the earlier drawing date will be paid first. For cheques with the same date of drawing, the cheque with smaller serial number will be paid first, provided that this cheque is still valid and its amount does not exceed the available balance in the Customer's account.
4. The Customer agrees to indemnify the Bank as collecting banker, from any loss which the Bank may incur by reason of its guaranteeing and endorsements, discharge or discharges on any cheques, bills, drafts or any other payment instruments presented for collection, any every such guarantee given by the bank shall be deemed to have been given at the Customer's expressed request in every case.

## **ARTICLE 13. OVERDRAFT**

Overdraft facilities may be allowed only at the discretion of the Bank. Interest will be calculated daily, based on the last overdrawn balance at the end of the day in accordance with the rate prescribed in the lending contract in compliance with all the stipulations on lending interest rate stipulated by SBV in each period.

## **ARTICLE 14. FOREIGN CURRENCY TRADING**

If the amount stated in cheque, draft, payment order, credit order, etc. is in foreign currency, meanwhile the paid, credited amount is in VND or other foreign currencies, the Customer agrees that the Bank will purchase such foreign currency at the buying rate of the Bank quoted at the counter or declared on the Bank's official website at the time of conversion in accordance with regulations of foreign exchange management. In this case, the Agreement cum Contract for opening and utilisation of account and added services is considered simultaneously as a spot selling agreement of foreign currency with PBVN.

## **ARTICLE 15. METHOD OF INTEREST RATE CALCULATION**

The Interest rate is calculated on the basis of 365 days per year and on method of day-end balancing (same as method of day-begin balancing as stipulated by the SBV).

## **ARTICLE 16. ALTERATIONS/SIGNATURE DIFFERS**

The Bank may refuse to honour cheques in which the signature differs from the specimen supplied to the Bank. Cheques with any alteration(s) will not be honored.

## **ARTICLE 17. STOP PAYMENT**

1. Notice of the Customer's intention to stop payment of any cheques must be in writing. Customer must ensure that the correct account number, correct cheque number(s) and relevant particulars (e.g. amount, date, payee, etc.) are stated in the Customer's letter of notification.
2. Only upon receipt of the Customer's letter of notification will the Bank record the order countermanding payment of the cheque. The Bank shall not be responsible for any loss caused by an oversight or the non-receipt of the letter of notification, except for case(s) where the Bank is at fault.
3. Any instructions to stop payment of a cheque conveyed either verbally or by way of telephone, telex or telegram is not acceptable to the Bank. However, if due to some reasons the Customer has to do this; the Customer must immediately confirm his/her instructions in writing and immediately deliver it to the Bank. Thus, notice is hereby given that the Bank shall not under any circumstances be responsible for any loss occasioned by the Customer by virtue of the Customer's verbal, telephonic telex or telegraphic instructions to stop payment on a cheque, except for case(s) where the Bank is at fault.

## **ARTICLE 18. PROHIBITED ACTS**

1. Modifying, erasing payment method, payment document in violation of regulations and laws, counterfeiting payment instruments, payment documents; storing, circulating, transferring and using counterfeit payment devices.
2. Illegally infiltrating or attempting to intrude, steal, sabotage or illegally alter software programs and electronic data used in payment; taking advantage of computer network system errors to make profits.
3. Providing untruthful information related to the provision or use of payment services.
4. Disclosing and providing information about the balance on the payment account, bank card balance, e-wallet balance and payment transactions of customers at pbvn in contravention of relevant laws.
5. Opening or maintaining anonymous or impersonated payment accounts or e-wallets; buying, selling, renting, leasing, borrowing, lending payment accounts or e-wallets; renting, leasing, buying, selling, opening bank cards on behalf of (except for anonymous



- prepaid cards); stealing, colluding to steal, buy, selling payment account information, bank card information, e-wallet information.
6. Issuing, supplying and using of illegal payment methods.
  7. Committing, organizing the implementation or facilitating of the following acts: using or exploiting payment accounts, means of payment, payment services, payment intermediary services for gambling, organizing gambling, fraud, fraud, illegal business and committing other acts of law violation.
  8. Payment account holders who have a payment account at pbvn but provide information or commit not to have a payment account at PBVN to parties with relevant rights and obligations in accordance with the law on disbursement of loan capital of credit institutions and foreign bank branches.

## **ARTICLE 19. BLOCKADE AND CLOSURE OF ACCOUNT**

### **1. Blockade of Account**

- a. PBVN shall block part or all of the amount on the Customer's payment account in the following cases:
  - i. According to the prior agreement between the payment account holder and PBVN or at the request of the account holder;
  - ii. Upon a decision or request in writing by relevant authority in accordance with the stipulations of the laws;
  - iii. The Bank discovers that there is some mistake, error in crediting to the Customer's payment account or a request for refund of money is sent from the remittance service supplier due to mistake, error against payment order of customer after crediting to the customer's payment account. The blocked amount on the payment account must not exceed the amount improperly credited or transferred by mistake.
  - iv. When there is a request for blockade by one of the joint payment account holders, unless there is a prior written agreement between PBVN and the joint payment account holders.
  - v. When the Bank detects any discrepancies or abnormal signs in the process of opening and using the payment account or has grounds to suspect that the Customer's payment account is fraudulent or violates the law.
  - vi. Other cases as stipulated by the laws.

After blocking the payment account, PBVN have to notify the payment account owner or the individual's legal representative (in case the person is under 15 years old, persons with limited cognition or lost behavior control as prescribed by Vietnamese law to open the payment account through the legal representative); the guardian of the individual opening the payment account (in case the person with difficulties in cognition and control of behavior persons in accordance with the provisions of Vietnamese law to open a payment account through the guardian) knows the reason and scope of the blocking of the payment account (unless the Competent Authority Agency requests PBVN in writing not to notify the guest on the blocking of payment accounts). The form of notification is under the Agreement cum Contract on opening and utilization of account, added services between PBVN and Customer.



The blockade amount in payment account must be strictly protected and controlled as per blockade content. In case the payment account is partially blockaded, the left amount not being blockaded can be normally used.

- b. The blockade of the Customer's account shall be terminated when one of the following conditions is met:
  - i. According to the written agreement between the payment account holder and PBVN.
  - ii. When there is a decision to terminate the blockade by a competent agency in accordance with law;
  - iii. When having completed rectifying the mistake, error in remittance specified in Clause 1.a.i of this Article.
  - iv. When there is a request to terminate the blockade of all joint payment account holders or according to prior written agreement between PBVN and joint payment account holders.

## **2. Closure of Account**

- a. The Bank shall have the right to close Customer's account in event of the following:
  - i. A written request for closure of the payment account duly signed by all authorized parties is submitted by the Customers, who have fulfilled obligations related to the payment account. If the account holder is under 15 years old, or is restricted in civil act capacity, or loses civil act capacity, or has limited cognition and behavioural control, the guardian, legal representative shall carry out procedures to close the payment account;
  - ii. Holder of a personal payment account is deceased, declared as dead;
  - iii. The entity holding the payment account terminates its operation in accordance with applicable laws and regulations;
  - iv. The account holder who violate the prohibited acts of payment accounts specified in Clauses 5 and 8, Article 18 of these Terms and Conditions;
  - v. Customer uses false documents, impersonation to open or use an account for fraudulent purposes, fraud or other illegal activities;
  - vi. Other cases as provided for by the laws.
- b. The Customer shall at all times maintain sufficient funds in the Customer's account to meet all of his/her obligations. If the Customer fails to meet the obligations twice within one year, the Bank will at its absolute discretion close the Customer's account and inform him/her accordingly.
- c. If an account does not have any transaction conducted by account holder or any third party for a continuous 12-month period, such account shall be classified as dormant account. The Bank will attempt to contact the Customer in writing periodically. Should there be no response from the Customer; the Bank will close the account when



the account balance becomes zero after deducting the service fee in accordance with the Bank's Fees and Charges.

- d. After closing the account, the Bank will inform on behalf of customer, his/her guardian or legal inheritor to know in case customer being individual who died, declared as dead.
- e. The remaining balance after the closure of a payment account shall be settled as follows:
  - i. The balance shall be paid at the request of the account holder or according to the prior agreement between the Customer and the Bank (if the account holder is under the age of 15, or has restricted capacity for civil acts, or is incapable of civil acts, or has limited cognition and behavioural control), the payment shall be made at the request of the legal representative or guardian in accordance with the provisions of civil law or to pay the heir/the representative of the heirs if the account holder has died or is declared dead;
  - ii. Making payment under the decision of the Competent Agencies in accordance with law;
  - iii. In case the Customer, its representative or legal heir has been notified but does not come to receive it, PBVN shall handle the remaining balance when closing the account according to the prior agreement between the Customer and PBVN and in accordance with relevant laws.

## **ARTICLE 20. CHANGE OF ACCOUNT INFORMATION**

1. The Customer is to notify the Bank immediately within 30 days from the date of any changes of relevant records maintained with the Bank such as change of business registration, company charter, authorized signatures/signatories, regulations on operation, change of partners (for partnership account), change of shareholder(s), change of information related to FATCA Act (i.e change of address, change of US indicia, US substantial ownership of the entity) that it leads to account of entity being reportable and also change of rules and regulations. All communications sent by post, at the time of sending post, to the most recent address that customer registered with the bank shall be deemed to have been conveyed/ delivered to the Customer.
2. Under the Foreign Account Tax Compliance Act (FATCA) of U.S., the customer is required to furnish the necessary documentation to support the identification of U.S. indicia or U.S. ownership interest within 90 days from the date of receiving notice of customer's changes by the Bank.
3. In the event the Customer did not notify the Bank promptly of any changes as mentioned in the Article 18.1, within the stipulated deadline mentioned in Article 18.2, the Bank reserves the right to take necessary actions in accordance with the Law regarding Customer's account management and customer will be notified accordingly. Customer will be liable for any losses or risks and expenses whatsoever which may be



incurred/suffered arising from failure to inform the Bank of change in records as per regulations stipulated in the Application Form cum Contract for Opening Account.

## **ARTICLE 21. BANK STATEMENT**

1. The bank statement will be sent to the Customer via post or via email as selected/registered by the Customer. Customer will receive the Bank statement within 10 working days from the last day of the previous month. If the Bank does not receive the notice of non-receipt from the Customer within 10 working days as stated above, the Bank construes that the Customer has received the bank statement. To get updates and be able to response promptly in case of any disputes regarding transactions made to the Customer's account, the Customer is encouraged to use SMS to get notification of all transactions and E-banking service to immediately check all transaction made by customer's account at any time and check all transaction made by customer's account at any time.
2. The Customer is to carefully examine with all due care the entries in the statement promptly and to report immediately to the Bank of any error or discrepancy found therein. If the Bank does not receive any notification in writing within sixty (60) working days from the last day of the month of any error or discrepancy as regards to the debit or credit entries in the statement, the Bank construes that the Customer accepts such entries made up to the date of the last entry in the statement as correct, binding, final and conclusive and thereby adopts all therein. After 60 working days, the Bank shall not be responsible for responding any customer's queries in the statement on any accounts whatsoever. In the event of any unexpected elements arising from transaction such as unauthorized signature or endorsement or alteration, (if any) the Customer must inform the Bank in writing within 60 working days from the last day of previous month, failing which the Bank shall hold no liability to answer any questions of the Customer.
3. The Bank shall have the right to reverse out any credit items erroneously credited to the Customer's Account.

## **ARTICLE 22. LIABILITY**

1. Should any of the Customer's cheques, drafts, postal or money orders deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, the Customer hereby agrees that he/she shall not hold the Bank liable for any losses, liabilities or damages which the Customer may sustain, incur or be liable to arising from such occurrence without the Bank's error.
2. When the Bank accepts or incurs liability on behalf of the Customer or at the Customer's request, any funds or securities and any other valuables deposited with the Bank belonging to the Customer and in the hand of the Bank shall automatically become security to the Bank. The Bank shall have the absolute right to retain part or full amount of the funds, securities or any other valuable papers deposited with the Bank equivalent to Customer's responsibility even in the event that the Bank declines to clear the cheque



until the Customer's liability with the Bank is settled.

3. Should the Bank have to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to the Customer's account in compliance with the provision of the law, the party who is liable to pay all actual costs, fees and charges in relation thereto is determined by the court's decision. The Bank shall have the right to debit the Customer's account in the case that Customer is liable to pay such actual costs, fees and charges stated as per the court's decision.

## **ARTICLE 23. SERVICE FEES**

1. Customer agrees that the Bank reserves the right to determine the service fees and charges from time to time in line with the provisions of law. The Bank will announce the changes in the fees & charges on the Bank's Website and/or via the means of mass media and via notification to Customers by one of these methods: by mail, email, home phone, text messages via mobile phone of customers 07 days (except other cases stipulated by law) before the effective time of such changes. Customers have the right to cease the usage of account service if they disagree with the change(s) in fees and charges that the Bank applies.
2. A service charge will be levied on each cheque which is dishonoured owing to insufficient funds. When a stop payment notice has been received, a service charge will also be levied on each cheque with insufficient funds upon presentation of the cheque. A monthly maintenance charge will be imposed should The Customer's account balance on any day of the month fall below the minimum balance stipulated by the Bank. These charges are stipulated in the Bank's Fees and Charge.
3. The Bank has rights to collect service fees and charges by automatically debiting the Customer's accounts under the written agreement with Customer in line with regulations and laws in case the Customer uses any services provided by the Bank, depending on each type of charge and each type of transaction that the service charge will be levied on each transaction or periodically. These fees and charges are stipulated in the Bank's Fees and Charge.
4. Before the transaction, Customer needs to ensure that his/her account will have sufficient balance for the transaction as well as the payment of fees. For fee(s) collected periodically; the Bank shall debit the Customer's registered payment account. The Bank shall have the right to deduct from the Customer's other payment accounts if the registered payment account did not have enough balance or require the Customer to pay the periodical fee(s) via other methods. The Customer must commit to pay full-service charges within the required time.

## **ARTICLE 24. TRANSACTION LIMIT VIA PAYMENT ACCOUNT**

Transaction limit via account is based on the agreement(s) between the Bank and Customer or based on the Bank's Fees and Charges in each period and shall be published at the counter of

PBVN's Branches/Transaction Bureaus and/or in the Bank's official website, or shall be furnished for Customer (if required).

## **ARTICLE 25. INFORMATION DISCLOSURE**

The Bank is responsible for keeping Customer's confidential information and is not allowed to collect and transfer to any other third party without Customer's consent, except for the requirements of State competent agencies or other cases stipulated by law, or other compulsory cases in which Customer gives consent to the Bank to disclose information to other parties such as Branches, Parent Bank of PBVN, lawyer, correspondent banks, Internal Revenue Service of USA in compliance with FATCA to smooth the banking operation relevant to this Agreement cum Contract. In addition, the Bank is also entitled to provide information about the balance on the payment account to the representative, heir (or representative of the heir) of the individual Customer when the Customer dies or is declared dead.

## **ARTICLE 26. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)**

1. The Bank and its branches are Participating Foreign Financial Institutions under Foreign Account Tax Compliance Act ("FATCA") of the United States of America. FATCA requires enhanced due diligence procedures on Customers of the Bank to the extent permitted under the laws of the Socialist Republic of Vietnam.
2. In some instances, the Bank may request certain information to be submitted by its Customers to meet its FATCA obligations whereby the Customers is to provide that appropriate certification or other documentation concerning their status to the Bank as requested. To ensure that Customer's information is accurate, the Bank requires that Customers provide prompt notification in the event of changes in Customer information including mailing address, phone number and nationality.

## **ARTICLE 27. JOINT PAYMENT ACCOUNT**

1. The account holders shall take joint responsibilities for the expenses and obligations arising from the use of the joint payment account. PBVN reserves the rights to request one or all of the joint account holders to fulfill the obligations arising from using the joint account according to the regulations set by PBVN and Vietnamese legal provisions.
2. The account holders are to inform any other joint account holder(s) of any notice or communication by the Bank. A notice or communication given by the Bank to one of the joint account holder(s) will be binding on all other joint account holder(s).
3. Each joint account holder shall authorize other person (including the remaining joint payment account holder) to use the payment account on behalf of her/him but must get the written consent of all other account holders.
4. Instructions, agreement created by any joint account holder(s), which are suitable with the mode of operating of joint account registered by joint account holders in the



Agreement cum Contract on opening and utilisation of joint account, added services, shall bind other Joint account holder(s) and shall not dispense or diminish in any form of the obligations of the other joint account holder(s);

5. If any joint account holder(s) being individual pass away or is declared dead/missing/incapable of civil acts; the entity opening joint account is dissolved or declared bankrupt or stop its business in accordance with the laws, then the rights to use the joint account and the obligations arising from utilisation of such account will be subject to the legal provisions of Vietnam;
6. In case the general payment account holders have different nationalities and residence statuses, the joint payment account may only be used within the permitted scope of all joint payment account holders in accordance with the law on foreign exchange management.

## **ARTICLE 28. METHOD OF RECEIVING REQUESTS FOR INVESTIGATION AND COMPLAINTS**

If there is any mistake or any doubt relating to the Customer's account, the Customer is entitled to send a tracing request to PBVN.

### **1. Method of Receiving Information Required for Investigation.**

The Customer can request to trace the card transactions through 2 channels:

- Go to the Bank's nearest branch or transaction bureau and fill in the Claim Form.
- Call the Bank's hotline number at 1800 1198 or the number of nearest Branch/Transaction bureau of PBVN for support (from 8 a.m. to 5 p.m. from Monday to Friday, except National Public Holidays) or hotline 1800599930/84-24-38262000 (24/7) to request to trace the transaction, and then submit the claim form within 03 working days for the Bank's official record.

### **2. Time Limit for Sending Tracing Request**

- a. Customer is to send a written tracing request within 60 days from the date of transaction(s). Time Limit for Processing Tracing Request and relying to The Bank is responsible for replying to the tracing request of Customer within the maximum time of 30 working days from the Bank's receipt date
- b. Processing the Tracing Request's Result
  - Within the maximum time of 5 working days from the date PBVN informed the result of tracing request to customers, The Bank will indemnify the Customer as agreed before and in accordance with prevailing regulation regarding losses which the Customer was not at fault and/or not included in the force majeure as agreed in the Terms and Conditions to Open current /current account plus and added services.



- In the event that the Bank could not identify which parties are at fault after the deadline to reply for tracing request; the Bank will negotiate with customer on the solution within the next 15 working days.
- In the event if criminal sign is detected, the Bank will notify the competent authorities in accordance with the regulation of laws on criminal procedures as well as inform State Bank of Vietnam (Payment Department, branch of State Bank in City/Province Branch) and inform in writing to customers on the status of the tracing request. The competent authorities will be in charge of processing tracing request. In the event that the competent authorities inform that this is not a criminal case, the Bank will make an agreement with the Customer for the solution of tracing request within 15 working days from the date of receiving the result from the competent authorities.
- In the event if customers, the Bank and other relevant parties could not reach an agreement and/or agree with the tracing request, dispute resolution will be implemented in accordance with legal stipulation.

## **ARTICLE 29. RIGHTS AND OBLIGATIONS OF CUSTOMERS**

### **1. Rights of Customer**

- a. Utilizing available balance in Customer's account to pay for legal and valid transactions.
- b. Choosing and agreeing to use payment method, service and other facilities supplied by the Bank.
- c. Authorizing the use of payment accounts in accordance with PBN's regulations.
- d. Requiring the Bank to make valid, legal payment instructions, and providing information about account balances and transactions arising on accounts as per agreement with the Bank.
- e. Requiring the Bank to block, terminate the blockade, close the opened account.
- f. Inform the Bank about disputes arising in joint account between joint account holders.
- g. Requesting PBN to guide, manage the safe use of payment accounts and answer and handle questions and complaints in the process of opening and using payment accounts according to agreements with the Bank.
- h. Receiving interest on account balance at the interest rate regulated by the Bank in compliance with State Bank of Vietnam's interest rate in each period.
- i. Being exempted from responsibility in force majeure events. Force majeure events are events which occur in an objective manner, unforeseeably and insurmountably even when all necessary actions have been taken, such as fire, flood, earthquake, tsunami, war, riot, embargo, being surrounded or other restrictions by the government relating to the operation of Customer's account and other force majeure events.



- j. Other rights as stipulated by Laws or prior written agreement between the Customer and the Bank which is not in contrary to the prevailing Laws.

## **2. Obligations of Customer**

- a. Maintaining minimum balance as regulated by the Bank from time to time.
- b. Maintaining sufficient account balance to perform valid and legal payment instructions and fee payment as stipulated by the Bank in each period or fee/charge/cost related to the utilisation of account in compliance with law regulations. Customer is required to fulfil obligation related to overdraft if there is an existing overdraft agreement with the Bank.
- c. Informing the Bank timely upon detecting any mistake, errors on Customer's account or suspecting if the account is being fraudulently used.
- d. Reimbursing or coordinating with the Bank in reimbursing funds in the event if funds are erroneously credited into Customer's account.
- e. Providing PBVN with complete, accurate and timely updates to the information in the payment account dossier and additional information at the request of PBVN as agreed; take responsibility for risks arising in case of providing and updating incomplete, inaccurate and untimely information and damages caused by Customer's errors.
- f. Complying with guidelines of PBVN and the State Bank's regulations on opening and utilisation of payment account or making payment instructions and using payment methods.
- g. Not conducting prohibited acts on opening and using a payment account as prescribed in Article 18 of this Terms and Conditions.
- h. Customer has to bear all actual costs, fees and charges in relation thereto should the Bank have to enforce any of its rights by judicial proceedings or any other manner in relation to Customer's Account in compliance with the provision of the law, except in case(s) where the Bank is at fault. The Bank shall have the right to debit the Customer's account to pay such actual costs, fees and charges stated above in compliance with regulations of the laws.
- i. Other obligations as prescribed by laws.

## **ARTICLE 30. RIGHTS AND OBLIGATIONS OF THE BANK**

### **1. Rights of the Bank**

#### **a. To Deduct from (Debit) the Account**

The Bank shall be entitled to deduct from (Debit) Customer's account in the event of the following:

- For any cheque, draft, payment order, collection order or other instruments which are legitimately drawn into customer's account, as well as the service fee



according to the Fees & Charges of the Bank, or charges/fees/other expenses in line with the provisions of the laws or agreements with the Customers.

- For any cheque, draft, collection order or other instruments previously credited or discounted by the Bank in the case of their dishonour or non-payment and any other charges/expenses incurred as a result thereof. The Bank is to inform Customer on such debit.
- Upon written request by competent authority in executing decision on administrative sanction, judgment enforcement decision, tax collection decision or other payment obligations in accordance with laws and regulations and inform the Customer for awareness.
- To adjust items that are wrongly accounted, accounted improperly or incompatibly with the contents of using payment account in accordance with the Law and notify account holders by one of the following methods: phone and/or message (SMS) and/or email and/or post by customer information registered with the Bank.
- Upon detecting that Customer's account was erroneously credited or upon request to cancel the credited instruction from the bank or foreign bank branch serving the applicant party when the bank or foreign bank branch serving the applicant party discovers there were error(s) against the payment instruction of the applicant; The deduction of debit from the payment account must be notified to the Customer.
- According to the prior written agreement between the payment account holder and the Bank to pay regular, periodic payments or collect debts due, overdue, interest and incurred expenses; the deduction of debit from the payment account must be notified to the Customer..
- For tax deduction in compliance with FATCA regulations (if any).
- When there is a conclusion of the competent authority in case the Customer's payment account is related to fraud or deception.

**b. To Refuse the Payment Orders**

The Bank has rights to refuse the payment orders of Customer in the event of the following:

- The payment order is not legal or valid;
- Customers did not fulfill the requirements of payment procedures, or the elements on the payment order is invalid, or not compatible with the registered information in the account opening record or payment order is not in accordance with the agreements on opening and utilization of payment account between Customer and the Bank;
- The payment account balance is insufficient for performing the payment order or in excess of the overdraft limit;

- The payment account is closed or wholly blockaded;
- Upon receiving a written request from a Competent Agency as prescribed by law;
- The customer violates the prohibited acts specified in Article 18 of these Terms and Conditions.
- The customer refuses to provide information or provides incomplete information about customer identification at the request of the Bank or when there is any doubt about the untruthfulness of the information and the purpose of the transaction for transactions that must be supervised in accordance with the provisions of the law on prevention, anti-money laundering.
- Other cases according to the prior agreement with the customer in the Agreement cum Contract on opening and utilization of account, added services include: cases where the payment account shows signs related to fraud, deception, serving illegal purposes according to the following criteria:
  - The information in the Customer's payment account opening dossier does not match the information of that individual in the National Population Database.
  - Payment accounts are on the list to be advertised, bought, sold, and exchanged on websites and groups in cyberspace.
  - A payment account receives money from a variety of payment accounts and being transferred or withdrawn in a very short time (leaving no balance or very little).
  - The payment account has more than 03 transactions of receiving money from payment accounts on the list with suspicious signs related to fraud, deception and forgery, etc
  - Customers are on the warning list of the State Bank, the Public Security Agency or other competent agencies.
  - The payment account has abnormal transactions (*e.g., the large value, number of transactions, irregularities that are not suitable for occupation, age, residential address, transaction history, and behavior, etc of the payment account holder; arising transactions with unusual locations, times, and frequencies...*)
  - A unique device identifier (*MAC address*) is used to make transactions for more than 01 payment account.
  - Other signs updated by the Bank from time to time.
- The payment account is totally blockaded or the payment account is being closed, the payment account is blockaded partially whereas the remaining balance that is not blockaded, is insufficient (for the case of overdraft) or is in excess of the overdraft limit for performing payment orders.

**c. To Refuse Request to Block, Close Account**



The Bank has the rights to refuse the request for blocking, closing of the account when the Customer has not yet fulfilled the payment obligation under an enforcement decision of the competent state agency or has not fully paid the liabilities to the Bank.

**d. To Exempt from Responsibility**

Should any of the Customer's cheques, drafts, collection order deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, the Customer hereby agrees that he/she shall not hold the Bank liable for any losses, liabilities or damages which the Customer may sustain, incur or be liable to arising from such occurrence where the Bank is not at fault.

Being exempted from responsibility in the event of force majeure. Force majeure events are events which occur in an objective manner, unforeseeably and insurmountably even when all necessary actions have been taken, such as fire, flood, earthquake, tsunami, war, riot, embargo, being surrounded or other restrictions by the government relating to the operation of Customer's account and other force majeure events.

- e. To stipulate the minimum balance, scope of usage, method of usage, transaction limit on the payment account and announce publicly and guide the Customer in details.
- f. To stipulate methods to manage risks, ensure safety and security in the opening and use of payment account in accordance with applicable laws and regulations, including cases of re-verification of customer identification information and refusal to make transactions or suspend payment transactions, and withdraw funds on the payment account.
- g. To inform Customer the information relating to the Bank's products and services via channels registered by Customer.
- h. In the event if Bank's products and services currently provided to the Customer is changed or prohibited due to the changing of the Law, the Bank has the right to convert such product or service to equivalent replacement product and service and notify the Customer accordingly.
- i. Other rights in accordance with laws and regulations or as per the written agreement between the Customer and the Bank, as long as it is not in contrary against prevailing laws and regulations.

**2. Obligations of the Bank**

- a. To guide the Customer to comply with regulations on Customer's information documentations, opening account and regulations on using account. To execute the payment order of Customers after checking and verifying the legality and validity of the payment order.
- b. To timely credit the Customer's payment account inward remittance instructions, deposits to account; timely refund the amounts that were wrongly or mistakenly debited from the Customer's payment account; coordinate in refunding amounts that



have been determined to be mistakenly transferred to the customer's payment account at the request of the bank or foreign bank branch serving the remittance party due to errors compared to the payment order made by the remitter.

- c. To timely and fully inform Customer about the account balance, transactions and documents of transactions performed via payment account and the blockade, closure of the payment account; the time of expiry date, expiration date of identity documents in the application for opening a payment account and other necessary information in the process of using the payment account in written or as per the method stipulated in the Agreement cum Contract on opening and utilisation of account, added services; and take responsibility for the correctness of the supplied information.
- d. To record and fully update the signature specimen, the seal specimen (if any) registered by Customer to check and verify during the use of payment account.
- e. To update the Customer's information periodically or when customers notify changes in information in the payment account opening dossier and promptly update and verify customer identification information when identifying customers with a high level of risk according to PBVN's Internal Guidelines on Customer Risk Profiling. To save and record account opening documents and account transactions documents in compliance with the Law.
- f. To ensure the confidentiality of the Customer's personal information, data or personal data provided by the Customer, information related to the Customer's payment account and transactions on the Customer's payment account in accordance with the law.
- g. To take responsibility in the event in the following cases:
  - Damage caused by errors or faults of PBVN, PBVN branches/transaction bureaus including non-compliance with the law on safety and security in the provision of services;
  - Damage caused by PBVN, PBVN branches/transaction offices failing to comply with the requirements of competent agencies on handling cases related to fraud, deception and law violations;
  - Damage caused by PBVN, PBVN branches/transaction offices not applying handling measures according to internal regulations on risk management in opening and using payment accounts upon receipt of written notice from competent agencies that customers and customers' payment accounts are related to fraud, deception and violation of law;
- h. To immediately take measures to suspend the provision of services when the customer requests due to suspicion of fraud or loss and to take responsibility for all financial losses of the customer incurred after the time the customer requests to suspend the provision of services.
- i. To comply with the Laws and regulations on anti-money laundering and counter terrorism financing and not to commit prohibited acts on opening and using payment accounts specified in Article 18 of these Terms and Conditions.



- j. To guide customers to use payment accounts safely, to notify and explain to customers about prohibited acts in opening and using payment accounts and answer and promptly handle questions and complaints of customers in opening and using payment accounts in accordance with current laws and agreements between Customers and PBVN;
- k. To promulgate internal regulations on opening and using payment accounts at PBVN; to guide and publicly announce for customers to know and implement.

## **B. TERMS AND CONDITIONS ON ISSUANCE AND UTILISATION OF PBVN DOMESTIC DEBIT CARD**

### **ARTICLE 29. RIGHTS AND OBLIGATIONS OF CARDMEMBER**

#### **1. Right of Cardmember**

- a. To use the Domestic Debit Card (hereinafter referred to as “DDC”) within the account balance to withdraw cash and utilize other services provided by PBVN.
- b. Customers shall be provided information on DDC’s transactions and balance, limit related to the utilisation of card in accordance with PBVN’s regulations and negotiations with customer.
- c. Customers have right to temporarily stop or terminate the utilisation of DDC.
- d. Customers have rights to complaint, make tracing request for transactions of cardholder when cardholder finds card transactions wrong and suspicious.
- e. Customers shall get preferential treatment for cardholder from PBVN and/or PBVN’s partners from time to time.
- f. To have other rights in accordance with prevailing regulations of Vietnam.

#### **2. Obligations of Cardmember**

- a. To directly receive the DDC at PBVN.
- b. To change the PIN immediately after receiving the card.
- c. To keep the card and the OTP generated device, other cardholder identification code.
- d. To protect the PIN, OTP number, other cardholder identification codes, information of card, account, accountholder and transaction, not to disclose them to anyone under any circumstances
- e. To inform PBVN immediately if the card is lost, damaged or in case of suspicion of fraudulent, forgery of card and coordinate with PBVN to handle upon loss of card or having tracing request, complaint.
- f. To pay fully and promptly the relevant fees relating to the utilisation of the card as specified by PBVN from time to time or the fees/charges/other relevant expenses relating to the card utilisation in accordance with the legal provision.
- g. To accept and be responsible for card transactions (including payment of goods, services and utilisation of other services) since the time of issuance and delivering card to the card holder.
- h. To be responsible for losses by cardholder’s mistake.
- i. Do not allow to use the card for any illegal transactions/purposes.
- j. To provide and update sufficient and accurate information upon entering into the contract for issuance and utilisation of the card and during the time of using the card



and take responsibility for the accuracy of the information provided.

- k. To comply with the provisions, guidelines issued by PBVN and prevailing regulations of Vietnam relating to the control and utilisation of the DDC.
- l. To have other obligations in accordance with prevailing regulations of Vietnam.

## **ARTICLE 30. RIGHTS AND OBLIGATIONS OF PBVN**

### **3. Rights of PBVN**

- a. To be absolved from any responsibilities in the event the system of the third party faces issues beyond the control of PBVN, or PBVN system breakdown due to force majeure (see the above Article 4).
- b. PBVN has right to debit the cardholder's account for withdrawal, online payments, fees in accordance with the Fees and Charges of PBVN or fee(s)/charge(s)/expense(s) in accordance with the legal provisions or agreement between PBVN and cardholder.
- c. PBVN has rights to stop the card utilisation of the card holder if he/she violates the terms and conditions signed with PBVN and uses a cloned card or suspicious card. In case of suspicion of cloned card, the Bank is to make clear investigation and give a specific conclusion.
- d. To have other rights in accordance with prevailing regulations of Vietnam.

### **4. Obligations of PBVN**

- a. To comply with provisions related to issuance and payment of DDC issued by the State bank of Vietnam.
- b. To guide and inform the cardholder of the utilisation and provisions issued by PBVN relating to the control and utilisation of the DDC.
- c. To provide the cardholder the account balance, history of card transaction and other necessary information.
- d. To respect the rights of the cardholder.
- e. To keep confidentiality of all information relating to the cardholder. Such information is only disclosed to the third party upon cardholder's agreement or the requirements of competent state agencies or other cases stipulated by law, or in some compulsory cases in which cardholder gives consent to PBVN to disclose information to third party such as branch, parent bank, lawyer, consultant, correspondent bank, Internal Revenue Service of US in accordance with FATCA regulation, to smooth the banking operation relevant to this agreement.
- f. To be responsible to settle inquiry for checking, complaints of the cardholder relating to the utilisation of the card in accordance with the prevailing regulations on card transactions of the SBV.
- g. To have other obligations in accordance with the prevailing regulations of Vietnam.

**ARTICLE 31. FEES**

1. The cardholder has obligation to make payment on the fees and charges related to issuance and utilisation of card in accordance with the fees and charges of PBVN announced in website of PBVN and/or at counter of PBVN and/or directly furnish to cardholder (if required).
2. The fees and charges relating to issuance and utilisation of card can be changed in each period, PBVN will inform cardholder of changes in fees and charges on the website of the Bank or communication mass media and/or directly inform cardholder via one of the following methods: post, email, home phone, SMS message to cardholder's mobile phone 07 days before the effective time of these changes. If cardholder does not agree with the changes in fees and charges, cardholder has the right to stop usage of card.
3. The Bank has rights to collect service fees and charges by automatically debiting the Customer's accounts under the written agreement with Customer in line with regulations and laws in case the Customer uses any services provided by the Bank, depending on each type of charge and each type of transaction that the service charge will be levied on each transaction or periodically. These fees and charges are stipulated in the Bank's Fees and Charge.
4. Before the transaction, Customer needs to ensure that his/her account will have sufficient balance for the transaction as well as the payment of fees. For fee(s) collected periodically; the Bank shall debit the Customer's registered payment account. The Bank shall have the right to deduct from the Customer's other payment accounts if the registered payment account did not have enough balance or require the Customer to pay the periodical fee(s) via other methods. The Customer must commit to pay full-service charges within the required time.

**ARTICLE 32. CARD LIMIT**

1. Cardholder is to use the card in accordance with the limit applicable for PBVN card, including but not limited to: payment/transfer/cash withdrawal limit per transaction/per day, special limit registered by cardholder and approved by PBVN and other limits regulated by PBVN in each period.
2. Overdraft limit for Domestic Debit Card must follow the regulations on general limit of the card and other regulations mentioned in Credit contract for the overdraft signed by PBVN and Customer.
3. The above limits (except for special limits agreed by customers and PBVN) are regulated in each period and are officially announced by PBVN in website and/or at counter of PBVN.

**ARTICLE 33. SCOPE OF PBVN DOMESTIC DEBIT CARD UTILISATION**

1. The DDC can be utilized to make payment for legal goods, services, cash withdrawal, balance inquiry, fund transfer between PBVN accounts and other services relevant to Card system, POS of PBVN and/or other system connected with Card system of PBVN directly or indirectly by one or more intermediaries.
2. The non-card transactions are applied by default to PBVN DDC (except for E-commerce transactions, Customer is required to register to perform this transaction by the DDC with the Bank).

**ARTICLE 34. REFUSAL CASES FOR PAYMENT OF PBVN DOMESTIC DEBIT CARD**

The DDC is refused in the following cases:

1. Fake card or card relating to falsified transaction.
2. Card is reported lost, misplaced by cardholder.
3. Expired card.
4. Blocked card.
5. Card is utilized for prohibited transaction as stipulated by law;
6. The available balance is insufficient for the payment, cash withdrawal.
7. Non-performance of overdraft, fees and charges quoted at the counter or officially announced in website of PBVN.
8. There are suspicions of the genuineness and transaction purpose of the cardholder in accordance with the law on anti-money laundering;
9. Cardholder's violation in regulation of SBV, PBVN, Card payment organization or agreement between cardholder and PBVN.

\*A notification of rejection of card payments takes effect at the time the involved party in card payment receives a written notification or data message. In case where an involved party still processes the payment of such card regardless of receipt of the notification resulting in the misuse of the card, PBVN shall not take responsibility if it is not the Bank's mistake.

**ARTICLE 35. CARD REVOCATION**

The card is revoked in the following cases

1. Fake card;
2. Illegal utilisation of card;
3. For the purpose of investigation in crime stipulated by law;
4. Other cases stipulated by law.

**ARTICLE 36. LOCK CARD AND STOP USING CARD**

1. Card holder can request PBVN to block, to stop card usage.
2. Card holder can request PBVN to block the card by calling the hotline of PBVN at the number **1800-599-930**; or directly come to the Business Units of the Bank or other applicable methods specified in PBVN User guide for Domestic Debit Card published on the Bank's website.
3. PBVN blocks card and/or revoke card when cardholder violates this contract or card is discovered to be in fraud, or as requirements of competent agencies or in accordance with the legal provision.

**ARTICLE 37. CARD PRESERVATION AND INFORMATION SECURITY**

1. To keep confidentiality of card number, expiration date of card, PIN number and other information in accordance with regulation of PBVN, not to write the PIN on the card.
2. To safekeep card, prevent the risk of being stolen, not to give card to others, not to allow others to use the OTP generated device/other cardholder identification codes.
3. To keep confidentiality of information of cardholder, card, account, transaction, OTP code, other cardholder identification codes, not to disclose to anybody in any circumstances.
4. To protect the devices (i.e computer, cell phone, etc.) in making online payment by Card from being attacked by virus, hacker, not to access to the unfamiliar website/link, not to download the unclear and unsecure software.
5. To comply with the internal guideline on user guide, card safekeeping and information security of PBVN and notice of PBVN in utilisation of card.

**ARTICLE 38. HANDLE IN CASE OF LOST CARD OR CARD INFORMATION BEING DISCLOSED**

1. In case of loss or disclosure of card information, cardholder applies the methods in accordance with the Article 36 If customer sends request by phone, customer is to supplement the written request on blocking of the card as per the format of PBVN and to send to PBVN within working hour.
2. When receiving the notice from the cardholder, PBVN is to immediately block the card and coordinate with relevant parties to take necessary measures to prevent the potential risk, and inform cardholder concurrently. The time for PBVN to complete this handling procedure is 05 working days for the local debit card and 10 working days for international card since the date of receiving notice from cardholder
3. PBVN is responsible for risk arising for transaction since the time of successfully blocking the card as required by customer and fully responsible for the financial risk

arising after the time the card is locked without receiving any notification on activating the card of the card holder.

## **ARTICLE 39. TRACE, HANDLE THE CLAIM OF CARDMEMBER**

If there is any mistake or any doubt about card transaction, the cardholder is entitled to send a tracing request to PBVN.

### **1. Method of receiving tracing request**

The cardholder can send tracing request via 02 methods as follows:

- To come to nearest BUs of PBVN and submit the tracing request form.
- To call the hotline of PBVN at the number **1800-599-930** for tracing, then to supplement a written tracing request as the format of PBVN and to send to PBVN within 03 working days. Such written request is official evidence for handling tracing request, complaint of PBVN. Tracing request via call centre shall be recorded by PBVN for confirmation of information provided by cardholder.

### **2. Time frame for sending Card Claim**

Written Domestic Debit card claim must be sent to PBVN within maximum 100 days from date of transaction.

### **3. Time frame for PBVN's handling and answering Card claim**

PBVN is responsible for receiving, processing or coordinating to process cardholder's Card claim, complaint. The maximum time for processing and answering the claim of customer from the date of receiving the first tracing request, complaint is regulated as follows:

- For internal ATM transaction: not exceeding 05 working days;
- For inter-bank ATM transaction (except the international transaction): not exceeding 07 working days;
- For other card transaction: not exceeding 45 working days.

### **4. Handling results of Card claim**

- Within maximum 05 working days from the date of announcement about result of tracing request, PBVN shall indemnify cardholder in accordance with Agreement and prevailing regulations for the losses accrued not by mistake of the cardholder and/or not be force majeure cases agreed on contract for issuance of Domestic Debit card.
- In case that losses occurred by mistake of relevant parties (Card payment organisation, Circuit transfer organisation, international card organisation, Card transferring unit), incorrect party shall indemnify PBVN for such losses as per agreement among parties in accordance with prevailing regulations.
- In case that PBVN still cannot define the reason upon exceeding the time limit to handle tracing request, complaint, PBVN shall make an agreement with cardholder within 15



following working days on method of handling until having the final decision of authorized agency which clearly defines mistakes and responsibilities for each party.

- If criminal signs are detected, PBVN shall notify authority agencies in accordance with Criminal Procedure Code and report to State Bank of Vietnam (Payment Department, Branch of the State Bank at province, city); and simultaneously make written notice card holder about status of handling tracing request, complaint. Processing of tracing request, complaint belongs to authority agencies. If no criminal factor announced by authority agencies, PBVN shall reach an agreement with cardholder on the solution of handling the tracing request, complaint within 15 working days from the date of authority agencies' investigation conclusion.
- If PBVN, customer and relevant parties cannot reach the agreement and/or do not agree with the resolution of the trace request, complaint then the conflict settlement will be implemented in accordance with legal stipulations.

## **C. TERMS AND CONDITIONS ON ISSUANCE AND UTILISATION OF PBVN VISA DEBIT CARD**

### **ARTICLE 40. MANAGE PBVN VISA DEBIT CARD WITH CARE**

A Cardmember's role in preventing Card fraud. Below are the preventive measures:

1. Treat your Card like cash at all times.
2. Sign on the back side of your new Card in permanent ink as soon as you receive the Card and cut up the expired Card or ensure that the chip in the Card is removed/ destroyed.
3. When deciding on your personal identification number (PIN) DO NOT use your birth date, identity card or passport number, driving license number or contact number.
4. Do not write your PIN on your debit card to avoid any unauthorised cash withdrawals from any Automated Teller Machines (ATM) and to avoid any unauthorised transactions.
5. Never allow anyone else to use your Card.
6. Keep your Card number, PIN and CVV2 confidential at all times.
7. If you suspect that the confidentiality of your PIN has been compromised, IMMEDIATELY create a new PIN to avoid/ prevent any unauthorised transactions.
8. Never leave your expired Card lying around.
9. Ensure that the Card is not left unattended.
10. Keep a watchful eye on the Card, wherever the Card is, whether in your pocket, bag, drawer or at the cashier, especially when it is out of your sight.
11. Inform the Bank if you are travelling abroad.
12. When making a purchase, ensure that the transactions are processed in your presence.
13. When the cashier returns your Card, ensure that it is yours, and that it has not been tampered with in any way.
14. DO NOT sign a blank charge slip. Unscrupulous individuals might take advantage of the blank spaces to add additional amounts.
15. Retain your receipts to check them against your statement.
16. Statements contain sensitive information, so keep them in a safe place.
17. Inform your Card issuer at once if unfamiliar transactions are posted on your statement.
18. Shred the old statements (inclusive of closed accounts) into small pieces before discarding them.
19. Do not reveal your Card information to individuals soliciting sales over the phone.
20. Only provide your IC and Card information to parties with whom you have initiated the call.
21. The Bank has your account number. If you receive calls from a party claiming to be



Public Bank Vietnam Limited requesting for your account number, DO NOT disclose it.

22. Total your charge slip(s) to ensure that it only contains amounts for the goods / services purchased through use of your Card and any other amount you agreed to pay the Merchant which may include tips, before signing the charge slip(s).
23. Enter your PIN only after confirming that the amount payable is for goods/ services purchased through use of your Card and any other amount you agreed to pay the Merchant which may include tips.
24. Please notify the Bank of any change of mailing address/ phone number/ email address immediately so Card information is not sent to old phone number/ email address.
25. If your Card is stolen or lost, inform the Bank immediately. Always keep the contact number of the Bank's Card Services Unit in hand.
26. For assistance with any Card related problem in Vietnam, our Card Services hotline is available 24 hours daily by calling 1800 599 930.
27. Please respond immediately to the Bank's SMS transaction alerts if the transaction was not authorised by you.
28. You are responsible to take all preventative steps to ensure that your personal computer and smart devices are malware/ virus free at all times.

#### **ARTICLE 41. ACCEPTANCE AND USE OF CARD**

1. The use of the Card is restricted to the person to whom the Card is issued ("the Cardmember") who shall sign immediately on the back side of the Card upon receipt and return the acknowledgement of receipt of the Card to the Bank. Such signature and/or use of the Card shall constitute binding and conclusive evidence that the Cardmember shall be bound by these Terms and Conditions.
2. Where the Card is issued to a Cardmember with a print handicapped and / is blind or is a visually impaired person, the Cardmember acknowledges that the ATMs and certain other electronic banking services are not currently configured for use by the said Cardmember. The Cardmember accepts the risks of availing himself to these services and shall not hold the Bank liable for any loss, damage, costs and/or expenses incurred by the Cardmember by reason of use of such ATMs and/or electronic banking services as aforesaid.
3. The Bank shall issue a PIN for the Card to the Cardmember for the purpose of effecting ATM transactions and/or effecting any purchase at any Authorised Merchant or a Cardmember may determine his own PIN to activate the use of the Card and thereafter to effect ATM transactions and/or transactions at any Authorised Merchant. The Cardmember undertakes not to disclose the PIN to any other person and shall be liable to the Bank for any debit entry in his Account with the Bank arising from any unauthorised transactions.
4. In the event that the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall immediately return the Card cut in half to the Bank or



shall notify the Bank in writing and destroy/ remove the chip in the Card. The Cardmember shall be deemed to have accepted these terms and conditions and be bound by the same in the event the Bank does not receive the Card cut in half or the written notification as aforesaid.

5. The Card, that may include a physical, digital or virtual card, will enable the Cardmember to perform the following transactions:
  - a. Signature based transactions at Authorised Merchants; It shall be conclusive proof that a Card Transaction and the amount recorded thereon was properly incurred when the Bank receives the Transaction Receipt or any written document bearing the Cardmember's signature.
  - b. PIN based transactions at Authorised Merchants;
  - c. Online transactions through any computer or mobile device or compatible on-line application whether or not requiring the Cardmember's password;
    - i. Where the Card is used to purchase goods and/ or services through online internet sites or portals (including through any computer or mobile device), the Cardmember shall be solely responsible for the security of such use at all times. The Cardmember agrees that the entry of the Card information on the internet is sufficient proof that instruction was given for the use of your Card.
    - ii. The Bank is under no obligation to verify the identity or the authority of the person entering the Cardmember's Card information. The Bank shall not be liable for acting on such use of the Cardmember's Card regardless of whether the person who entered the Card information is authorised to do so, and regardless of the circumstances prevailing at the time of the transaction.
    - iii. The Cardmember shall not use the Card for any unlawful activities including but not limited to illegal online gambling, online card, illegal transactions, and transactions on the banned list. In the event that the Cardmember is found to use or have used the Card for any unlawful activity, notwithstanding any provision herein, the Bank shall be entitled to immediately terminate the Cardmember's use of the Card.
  - d. Contactless transactions by waving the Card at contactless readers, terminals or POS devices or bringing the Card in close proximity with such devices. Unless informed otherwise, such contactless transactions may not require:
    - i. The Cardmember's signature on any sales slips, terminals or POS device;
    - ii. The microchip embedded in the Card, if any, to be read by such devices;
    - iii. A PIN to authorise such transactions.
6. In consideration of the Cardmember observing and complying with the terms in these Terms and Conditions, the Bank shall purchase from the Authorised Merchant and/or member institutions of Visa International all Transaction Receipts incurred by the Cardmember and debit the Account accordingly. Notwithstanding the provision set out



in Article 41.5.a above, the signatures shall not be a condition precedent to the liability of the Cardmember in respect of goods and services supplied, if the Bank is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardmember and/ or Authorised Merchant and/or Visa member bank.

7. The Cardmember shall comply with all requirements, directions, instructions and guidelines for use of the Card issued by the Bank from time to time in respect of all services rendered to the Cardmember.
8. The Cardmember shall not use the Card for any unlawful activities including but not limited to illegal online betting. In the event that the Cardmember is found to use or have used the Card for any unlawful activity, notwithstanding any provision herein, the Bank shall be entitled to immediately terminate the Cardmember's use of the Card.
9. The transactions applied by default to PBVN Visa Debit Card include: Non-Card transactions and Overseas transactions.

#### **ARTICLE 42. POSSESSION OF CARD**

1. The Card shall remain the property of the Bank at all times. The Card shall be used exclusively by the Cardmember. The Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorised by the Bank. The Card shall not be pledged by the Cardmember as security for any purpose whatsoever.
2. The Cardmember shall use all precautions to prevent the loss or theft of the Card. In the event of loss and/or theft of this Card and/ or disclosure of the PIN to any unauthorised person, the Cardmember shall immediately upon the discovery of such event notify the Bank (if such event occurred in Vietnam) or any member of Visa International (if such event occurred overseas) by telephone, telegram, telex, facsimile or e-mail and confirm the same in writing to the Bank accompanied by a police report.
3. The Cardmember hereby consents that the Bank may (but shall not be obliged to) record the telephone instructions as aforesaid in writing and/or by tape recording and/or any other method and such record of any instruction shall be conclusive and binding on the Cardmember. The Cardmember hereby expressly consents that the telephone instruction may be so recorded and hereby acknowledges that any and/or all records maintained by the Bank shall be conclusive and binding for all purposes. The Cardmember further agrees that the Bank shall not be under any obligation to verify the identity or the authority of any person giving the telephone instructions purportedly in the Cardmember's name and the Bank shall be entitled to act on such instructions and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions. The Cardmember accepts that in consideration of the Bank acting in accordance with such telephone instructions above or in the Cardmember consenting to the Bank tape recording all or any of the Cardmember's telephone calls with the Bank, pursuant to



clause above, to enable the Bank to keep the tape recording of all or any instructions given by the Cardmember or purportedly in the Cardmember's name to the Bank, the Cardmember hereby agrees to indemnify the Bank and keep the Bank indemnified against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank howsoever arising out of or in connection with all such instructions as aforesaid.

4. In the event of loss/theft as per Article 42.2 above and if subsequent to the loss/theft, the Card is used by an unauthorised person, the Cardmember shall be liable to the Bank for all unauthorised charges incurred including financial charges incurred for any goods or services supplied by merchants, effected through the use of the card by the said unauthorised person until the date of receipt by the Bank of the Cardmember's written notification specified under Article 42.2 above. The Cardmember's maximum liability for any unauthorised transactions performed on the Card as a consequence of such loss/theft as aforementioned shall be charged based on the fees and charges in each period, provided always that the Cardmember has not acted fraudulently or he has failed to inform the Bank as soon as reasonably practicable after discovering the loss or theft of the Card. If investigation discloses that the Cardmember is involved in the incurring of any unauthorised charges, the Cardmember shall be liable for all the unauthorised charges incurred, including financial charges, whether before or after the Bank's receipt of such written confirmation. It is expressly agreed that the Bank is not under a duty to ensure that the Current Balance prescribed by the Bank is not exceeded.
5. All claims of a lost or stolen card or disputed transactions performed on the Card will be investigated by the Bank upon receipt of all relevant information and in accordance with State Bank of Vietnam Guidelines and the Bank's internal investigation procedures. In the event the Bank finds that there has been any attempt to make false claim(s) on a disputed transaction, the Bank reserves the right to lodge a police report on the false claim(s) made and/or terminate the Cardmember's use of the Card, as the case may be, and hold the Cardmember liable for the amount of the disputed transaction(s) and all costs and expenses incurred by the Bank.
6. The Bank may, at the request of the Cardmember, but without being obliged in law, replace the lost or stolen Card upon payment of a penalty. Provided that the Card shall not be replaced in the event of any such reported loss or theft of the Card for the fourth or subsequent times thereafter. The replacement Card shall be subject to the terms and conditions herein as if it was the original Card.
7. The Cardmember shall return the Card to the Bank cut in half immediately upon its expiry or on demand by the Bank upon its cancellation, revocation or suspension by the Bank or upon discovery of the Card after notification of its loss, and shall not have any further right to use the Card.

#### **ARTICLE 43. CARD ACCOUNT**

1. All payments for purchase of goods and/or services effected by the use of the Card and



annual fees, handling charges and additional charges and all ATM withdrawals shall be debited to the Account in the billing currency, local and overseas, and shall be reflected in the Statement.

2. The Bank shall send to the Cardmember a monthly e- Statement showing the amount of his/her purchases of goods and services, and fees and charges and all ATM withdrawals incurred by the Cardmember including any payment or credit made and recorded by the Bank. The eligible Cardmember is to access the e-Statement by registering for the Bank's internet banking service at PBVN Branches/ Transaction Bureaus and log in to <https://ebank.publicbank.com.vn>.
3. The records and entries in the Account with the Bank as it appears on the monthly e- Statement shall be deemed to be correct and binding on the Cardmember. In case of detecting/ suspecting an error or a possible unauthorised transaction, Cardmember is entitled to send dispute request to the Bank within sixty (60) days from the dispute transaction date as stated in the monthly e-Statement.
4. The Bank is responsible for processing and responding Cardmember's dispute request within sixty (60) days after receiving the request and shall make the necessary adjustments and rectifications, if any. The operation of the Clause shall not in any way affect the Cardmember's obligation provided always that any money due to or from the Cardmember shall be credited or debited into the Account.
5. The Cardmember may request for an additional hardcopy monthly statement to be sent to his mailing address. However, a service fee will be charged and debited to the Account.
6. Upon request by the Cardmember, the Bank will print a Statement for the Cardmember but the Bank reserves the right not to print any Statement for any period during which the Account is inactive. The Statement shall be evidence of the state of account between the Cardmember and the Bank and the terms and conditions for the operation of the Account shall apply in respect thereof including but not limited to the terms governing the Cardmember's duty to verify the Statement and the conclusive evidence clause (if any) and shall not be treated as a statement of account between the Bank and the Cardmember.

#### **ARTICLE 44. MINIMUM BALANCE**

1. The Bank may set a minimum balance to be maintained in the Account with respect to the use of the Card and may vary the said minimum balance from time to time.
2. Notwithstanding any minimum balance that may be prescribed, the Bank may in its absolute discretion approve any proposed Card Transaction and allow the minimum balance to be exceeded, even in the absence of any request from the Cardmember, provided always that the Cardmember must forthwith pay such amount in excess of the prescribed minimum balance.
3. Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember shall pay on demand such amount overdrawn with interest, as may be prescribed by the Bank from time to time in its absolute discretion, on the amount overdrawn.
4. In calculating whether the minimum balance is maintained and has not been exceeded, the Bank may take into account the amount of any Card Transaction and/ or Electronic



Card Transaction not yet debited to the Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction and/ or Electronic Card Transaction.

5. The Cardmember shall maintain the minimum balance, as may be prescribed by the Bank from time to time, in the Account at all times.

#### **ARTICLE 45. HOLD ON ACCOUNT**

1. The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If an Authorised Merchant requests for an authorisation of a Card Transaction, the Bank may place a hold on the Account for the amount of the Card Transaction. The balance available to the Cardmember for use in the Account shall be reduced by the amount on hold. The Cardmember may not stop payment on a Card Transaction. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than Vietnamese Dong it shall not be deemed that the Bank has converted the Card Transaction amount into Vietnamese Dong on the day that the amount was placed on hold, it being hereby expressly agreed that the Bank shall be at liberty to convert such amount to Vietnamese Dong at such time and at such rate of exchange as the Bank may determine in accordance with its usual practice.
2. The Bank shall have absolute discretion to place such amounts as are referred to in Article 45.1 on hold for such periods as it deems fit. The Bank shall debit the amounts on hold to the Account when the corresponding Card Transactions are presented to the Bank for payment. The Bank shall release the amounts on hold if the corresponding Card Transactions are not presented to the Bank for payment within such periods as the Bank deems fit, it being expressly agreed that the Bank shall have the right to place a hold back on to the Account and to debit the Account if the Card Transactions are likely to be or are presented for payment subsequently. For the avoidance of doubt, it is hereby stated that the Bank's right to debit the Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with that Card Transaction and the Bank shall be entitled to debit the Account for the full amount of the Card Transaction at any time. The Bank shall have the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Vietnamese Dong if the Bank is of the view that the amount initially held when converted into that foreign currency would not be sufficient to pay that Card Transaction in full.
3. The Cardmember shall not use any of the Total Amount on Hold, notwithstanding any other terms and conditions governing the Account.
4. The Bank will send a Statement to the Cardmember on a monthly or other periodic basis but the Bank reserves the right not to send any Statement for any period during which the Account is inactive. The Statement shall be evidence of the state of account between the



Cardmember and the Bank and the terms and conditions for the operation of the Cardmember's Account shall apply in respect thereof (Including but not limited to the terms governing the Cardmember's duty to verify the Statement and the conclusive evidence clause, if any) and shall not be treated as a statement of account between the Bank and the Cardmember.

5. The Bank will only credit the Account with refunds made by any Authorised Merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.
6. The Cardmember shall ensure that the available balance in the Account is sufficient to cover the intended purchases with the Card and/or before issuing any cheque to avoid returned cheques due to insufficient fund.
7. If the amount of any Card Transaction is denominated in a currency other than Vietnamese Dong the Bank shall convert the amount to Vietnamese Dong at such time and such rate of exchange as may be determined by the Bank in accordance with its usual practice, before being debited to or placed on hold in the Account.
8. The Cardmember must notify the Bank promptly in writing of:
  - a. Any intention to reside outside Vietnam for more than six (6) months;
  - b. Any change of address or contact numbers of the Cardmember; and
  - c. Any other change in the Cardmember's particulars or any other information as may be requested by the Bank from time to time.

#### **ARTICLE 46. DECISIVE RIGHTS OF THE BANK**

1. The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason to refuse to approve any proposed Card Transaction notwithstanding that the Current Balance available allows for any such proposed Card Transactions as aforesaid.
2. The Bank is entitled in its absolute discretion without prior notice and without giving any reason to:
  - a. Suspend the Cardmember's right to use the Card entirely or in respect of specific facilities; and/or
  - b. Refuse to re-issue, renew or replace the Card, without in any case, affecting the obligations of the Cardmember under this Debit Card Terms and Conditions which will continue in force and there will be no refund of any annual fee or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced.
3. Without prejudice to other provisions of these Terms and Conditions, the Bank reserves the right, at any time, in its absolute discretion and without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or these Terms and Conditions.

**ARTICLE 47. PIN AND PIN INSTRUCTION TO USE AT ATM OR TO EFFECT ELECTRONIC TRANSACTION**

If a PIN is issued to the Cardmember to allow the Cardmember to use the Card at any ATM or to effect Electronic Transaction, the following additional terms apply:

1. The PIN may be collected by the Cardmember;
2. The Cardmember must not disclose the PIN and must take all care to prevent the PIN from becoming known, to any other person;
3. The Cardmember is liable for all transactions effected by the use of the Card at an ATM or to affect any Electronic Transaction whether with or without the Cardmember's knowledge or authority;
4. The amount of any ATM/ Electronic Transaction, if denominated in a currency other than Vietnamese Dong, will be converted to Vietnamese Dong at such time and such rate of exchange as may be determined by the Bank in accordance with its usual practice, before being debited to the Account; and
5. The Bank is entitled, in its absolute discretion, to change, de- activate or revoke the use of the PIN at any time without giving any reason whatsoever and with notice to the Cardmember.

**ARTICLE 48. TERMS AND CONDITIONS FOR USE OF CARD AT ATM, LIMITS OF TRANSACTIONS AND LIMITS OF OTHER RELATED SERVICES****1. Responsibility for transactions**

- a. The Cardmember shall accept full responsibility for all transactions made by the use or purported use of the Card, with or without his/her knowledge. The Bank shall be notified, in writing, immediately of any lost or stolen Card and the circumstances thereof, and the Cardmember shall be responsible for any transaction or use of the Card prior to the receipt of such notification by the Bank and provided further that in any event the Cardmember's liability in respect of transactions entered into prior to such notification is limited to the maximum amount as set by the Bank or the Vietnamese Dong equivalent of such sums withdrawn or transferred on such currency permitted by the Bank per Card per day or such other subsequently revised amount that the Cardmember can withdraw per day inclusive of fund transfers (except as provided in Article 48.2, 48.3 and 48.4) that may be imposed by the Bank from time to time, calculated on a daily basis until the date of such notification as aforementioned. The rate of exchange for withdrawals and/or transfer of funds effected outside Vietnam shall be such rate of exchange prevailing at the time of the transaction as determined by the Bank at its sole and absolute discretion.
- b. All transactions arising from the use of the Card to operate the Account shall be binding on all the account holders, jointly and severally.
- c. The Cardmember hereby authorises the Bank to debit the Account with the amount



of any withdrawal(s), transfer(s) or transaction(s) made by the use of the Card whether with or without the Cardmember's knowledge or authority subject to Article 48.1.a above.

- d. The Cardmember hereby agrees that the Cardmember shall immediately upon performing a cash withdrawal with the use of the Card, count the dispensed sum and should there be any discrepancy in the amount dispensed to the Cardmember, notify the Bank forthwith so as to enable the Bank to conduct its investigation on the merit of the Cardmember's claim. In the event of any failure on the Cardmember's part in notifying the Bank promptly, the Bank shall be under no obligation to conduct any investigation on the merit of the Cardmember's claim and the discrepancy alleged by the Cardmember and the Cardmember shall not hold the Bank liable for any losses or damages whatsoever incurred by the Cardmember as a result thereof.

## **2. Fund transfer to loan account/financing account**

Transaction of funds transfer(s) to facilitate the payment of instalments in respect of a loan account/financing account (if any) shall not be subject to the aforesaid limit of withdrawal or transfer of such amount as set by the Bank per Card per day as stated in Article 48.1.a above but it shall be subject to there being sufficient funds in the Account. The Bank shall be entitled at its sole discretion to:

- a. Reject any such fund transfer transactions without having to assign any reason for the same;
- b. Apply the proceeds of such fund transfer transactions as are accepted by the Bank in accordance with the following order or priority of payments:
  - i. Instalment;
  - ii. Interest/ profit (if any);
  - iii. Other reimbursement, expenses, charges (if any);
  - iv. Late charges/ compensation (if any);
  - v. Commitment fees (if any).
- c. Impose such charges in respect of such fund transfer transactions as the Bank may deem fit at any time and from time to time.

## **3. Cash withdrawal**

- a. Debit Transactions shall be deemed to be cash withdrawal transactions and the Cardmember hereby authorises the Bank to debit the Account for the total amount of any payment, purchase, withdrawal of cash or transfer of funds effected with the Card in accordance with the Bank's record of transactions.
- b. Cash withdrawal transactions, when or where applicable made at POS terminals using the Card shall be subject to the following:
  - i. That the cash withdrawal shall be made together with purchases made using the Card;



- ii. The amount of each cash withdrawal is not more than the limit specifically prescribed by the Bank and/or the relevant merchant in respect of cash withdrawal of this nature, whichever is lower, from time to time and at any time.

#### **4. Merchant transaction**

- a. Merchant transaction, when or where applicable made at POS terminals may be transacted through Visa authorised merchants using the card; whereas merchant transaction, when or where applicable made via internet may be transacted through Visa authorised merchants only.
- b. Merchant transaction, when or where applicable made at POS terminals or internet transacted via Visa using the card is referred to as retail transaction and shall be subject to the following:
  - i. The transaction amount shall not be more than the limit specifically prescribed by the Bank which is subject to change from time to time and at any time.
  - ii. Only be transacted at Visa authorised merchants.
  - iii. Such other relevant terms and conditions that the Bank and/or the relevant merchant may impose at their sole and absolute discretion from time to time.

#### **ARTICLE 49. CASH DEPOSIT INTO ACCOUNT**

The amount of any cash which the Cardmember deposits with the use of the Card are subject to the final verification of the Bank before crediting to his respective account(s). The amount verified shall be conclusive and irrefundable and shall be deemed to be the correct amount deposited.

#### **ARTICLE 50. RECORD OF TRANSACTION**

1. The Bank's record of any transaction processed by the use of the Card shall be conclusive and binding for all purpose subject to Article 48.1.a above.
2. The Cardmember agrees not to withdraw, inclusive of fund transfers, any amount exceeding such amounts as the Cardmember is permitted to withdraw or transfer per account per day (except as provided in Article 48.1, 48.2, 48.3 and 48.4 above) or such limit as may be imposed by the Bank from time to time, and subject to availability of funds in his respective account(s).
3. The balance which is reflected on the ATM against the Cardmember's respective account number(s) shall not include his deposit(s) which has/have not been verified by the Bank. It will also not account for fund transfer which the Cardmember is to receive and has not been processed by the Bank. The amount stated on the ATM shall not for any purpose whatsoever be taken as conclusive statement of the Cardmember's respective account(s) with the Bank.



## **ARTICLE 51. TERMINATION**

1. The Cardmember may terminate the use of his Card by giving the Bank written notice of termination and returning the Card cut in half to the Bank, whereupon the use of the Card will be terminated.
2. The Bank may at any time in its absolute discretion without notice and without giving any reason terminate the use of the Card. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card, upon the occurrence of any one or more of the following events:
  - a. The bankruptcy, insolvency, death or incapacity of the Cardmember; and/or
  - b. Any breach by the Cardmember of these Terms and Conditions.
3. If the use of the Card is terminated by the Bank or the Cardmember for any reason, the Cardmember shall forthwith return the Card to the Bank cut in half. The Cardmember shall instruct the Bank the mode that the available balance in the Account, if any, is to be refunded to the Cardmember.
4. There will be no refund of any annual or other fees payable upon the termination of the Card for any reason.
5. Upon termination of the use of the Card, the Bank shall not render to the Cardmember the monthly Statement and will forfeit the benefits extended to Cardmember (if any).

## **ARTICLE 52. EXCLUSION OF LIABILITY**

1. (a) The Bank is not responsible for goods or services supplied by any Authorised Merchant, establishment or the quality or performance of any goods and services pursuant to or in relation to any Card Transaction.  
  
(b) The liability of the Cardmember to the Bank is not affected by any dispute or counterclaim or right of set-off which the Cardmember may have against the Authorised Merchant.
2. The Cardmember may handle any claim or dispute directly with the Authorised Merchant or the member institution of Visa International.
3. The Bank is not liable in any way if any Authorised Merchant refuses to accept or honour the Card for any reason.
4. The Bank is not liable if it is unable to perform its obligations under this Debit Card Terms and Conditions due, directly or indirectly, to any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents.
5. The Bank is not liable in any way for any injury to the credit, character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.
6. The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit



howsoever caused.

7. Without prejudice to the generality of the provisions of this Article 52, the Bank is not liable in any way to the Cardmember for any other loss, damage, cost or expenses of any nature arising out of or in connection with the use of the Card and/or these Terms and Conditions.
8. Without prejudice to the generality of the provisions of this Article 52, the Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from:
  - a. Any delay in the release of any amount placed on hold on the Account;
  - b. Any hold placed on the Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction of a request for payment (including but not limited to a request by electronic means) notwithstanding that such requests or notice were unauthorised or forged or that the Card Transaction was not carried out or was rescinded.
9. The Cardmember shall not assign his rights under this Contract.
10. The Bank shall not be liable for any fraudulent or unauthorised transactions or any loss, damage or liability suffered and/or incurred by the Cardmember where the transaction was performed/ affected due to a malware or virus in the Cardmember's personal computer or smart device belonging/ used by the Cardmember. To this end the Cardmember undertakes to take all necessary preventative steps to update and protect the Cardmember's personal computers and smart devices to ensure that they are malware/ virus free.

## **ARTICLE 53. FEES AND CHARGES**

**(The Fees and Charges are set at PBVN's Branch/Transaction Bureaus as well as posted on the Bank's Website and changed from time to time)**

1. (a) Annual Fees as prescribed by the Bank for the Card when issued or renewed. The Annual Fees shall not be refunded.
  - (b) Service charge at such rate as the Bank shall at its sole discretion determine for its services rendered and costs and expenses incurred in respect of/ or arising from the production of copying Transaction Receipts or other documents at the request or for the purpose of the Cardmember are as follows:
    - i. Photocopy of Transaction Receipts
    - ii. The replacement of lost or stolen Card under Article 42.4.
  - (c) In addition and without prejudice to the rights of the Bank to charge such fees and charges as provided herein, the Bank reserves the right to deduct the Account for the following:
    - i. Cash Withdrawal Fee:



- For successful transactions at PBVN ATMs.
  - For successful transactions at all other domestic ATMs via VISA ATM network.
  - For successful transaction at all other overseas ATMs via VISA ATM network.
- ii. Balance Enquiry Fee:
- iii. Monthly Statement Fee:
- Monthly e-Statement Fee
  - Additional Statement Request Fee
- (d) Legal fees (on a Solicitor and Client basis) and other expenses incurred by the Bank in the enforcement of the Bank's right and entitlement under this Agreement and the recovery of monies owed by the Cardmember to the Bank under the Account.
- (e) Any applicable tax(es) payable, whether currently in force or to be implemented & chargeable by law.
- (f) Any other reasonable fees and charges imposed by the Bank from time to time for services and facilities rendered to the Cardmember.
2. Notwithstanding the above provisions, the Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the Annual Fees, service charges, Cash Withdrawal Fee, Balance Enquiry Fee, Monthly Statement Fee, referred to in Article 53.1 above and handling charges and additional charges from time to time with seven (07) - day prior notice to the Cardmember.

#### **ARTICLE 54. VIOLATION OF DEBT PAYMENT OBLIGATION**

1. The Bank may at its absolute discretion and at any time with or without notice and without assigning any reason thereof cancel/revoke the Card or refuse to renew the Card or suspend or restrict the use of the Card by the Cardmember.
2. In addition to and without prejudice to Clause 54.1 above, if:
  - a. The Cardmember defaults in the payment of any monies hereby covenanted to be paid in the manner herein provided after the same shall have become due whether formally demanded or not; or
  - b. The Cardmember breaches any of the terms of this Debit Card Terms and Conditions in any way whatsoever; or
  - c. The Cardmember commits an act of bankruptcy or becomes bankrupt or allows any judgement against him/her to remain unsatisfied for more than thirty (30) days; or
  - d. A distress, execution, attachment or other legal proceedings is levied, enforced or taken out against the Cardmember's properties and is not discharged or stayed within seven (07) days; or
  - e. The Bank decides in its sole and absolute discretion that the financial position of the



- Cardmember is or has become unsound and/or any event or events has/have occurred or a situation exists which could or might prejudice his ability to fulfil the terms of this Contract is or has become impaired; or
- f. If the Cardmember fails to pay any sums of moneys due and payable by the Cardmember under and in respect of any loans or accounts or facilities granted to the Cardmember by the Bank or any subsidiary of the Bank after the same shall have become due whether formally demanded or not; or
  - g. If the Cardmember dies or becomes insane; then, in any such event, the Bank may, by written notice to the Cardmember and in its absolute discretion, cancel/revoke the Card.
- 3. Upon the cancellation of the Card or upon the revocation, suspension or restriction of the rights of the Cardmember to use the Card as aforesaid, all monies owing to the Bank by the Cardmember under the Account shall become immediately due and payable and the Cardmember shall upon demand by the Bank, settle the Account.
  - 4. The Cardmember hereby acknowledges that any Card cancelled or revoked may be placed on the Cancellation List which may be circulated to all Authorised Merchants and/or member institution of Visa International and all branches of the Bank.
  - 5. Notwithstanding any other provisions of this Debit Card Terms and Conditions, the Cardmember agrees that he/she shall hold the Bank harmless and indemnify the Bank for any loss, damage, costs and expenses (legal or otherwise including costs on Solicitor and Client basis), fees and charges, postages or courier cost, and any other expenses or charges which the Bank may incur in enforcing or attempting to enforce payments under this Debit Card Terms and Conditions against the Cardmember.

## **ARTICLE 55. OVERSEAS TRANSACTIONS**

- 1. The Cardmember may use the Card outside Vietnam where there are Authorised Merchants and/or member institutions of Visa International.
- 2. The Cardmember may use the Card for cash withdrawals through any designated ATMs installed in such approved countries as shall be announced by the Bank or by Visa International from time to time. The Cardmember shall ensure that all inter-country transactions by the Cardmember via ATM shall not violate the laws existing in the country where the transactions are conducted.
- 3. Where the Cardmember uses the Card outside Vietnam, the transaction incurred will be converted to Vietnamese Dong using currency transacted as the base currency on the date the item is received and/or processed at such exchange and at such time as may be determined by Visa International at its absolute discretion plus foreign exchange spread. The exchange may differ from the rate in effect on the date of the transaction due to market fluctuations. Such rate imposed shall be final and conclusive and the Cardmember shall bear all exchange risks, losses, commission and other bank charges which may thereby be incurred.



4. Wherever applicable, the Cardmember shall comply with the Foreign Exchange Administration (FEA) rules/ notices issued by The State Bank of Vietnam in respect of any overseas transactions. The Cardmember shall be held responsible for any infringement of such rules/ notices and any amendments thereto.

#### **ARTICLE 56. RIGHTS OF DEBT DEDUCTION AND DEBT CONSOLIDATION**

The Cardmember agrees that the Bank may in its absolute discretion at any time and with notice immediately combine or consolidate all or any account(s) of the Cardmember including accounts in the name of the Bank and/or of the Cardmember jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and in whatever currency) wheresoever situated and set off or towards satisfaction of any sum due to the Bank under these Terms and Conditions. Where such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Bank's prevailing exchange rate which shall be determined by the Bank at its sole discretion.

The Bank shall give the Cardmember, seven (07) calendar days advance notice in writing prior to the set-off, towards satisfaction of any sum due to the Bank under these Terms and Conditions. Upon issuance of such notice, the Bank shall have the right to earmark the credit balance in any of the Cardmember's account with the Bank. The Cardmember is not entitled to withdraw any credit balances in his account without the prior written consent from the Bank.

#### **ARTICLE 57. INDEMNITY CASES**

Time is the performance basis of these Terms and Conditions, however, in case the Bank disclaim to perform or delay performing any of its rights and measures, that will be considered as indemnity cases, even when the Bank perform partially or separately any of its rights and measures, it will not prevent the Bank to perform its other rights and measures. The Bank's rights and measures adhere are maintained and not included other rights and measures as prescribed by Laws.

#### **ARTICLE 58. PRESERVATION OF RIGHT AND ENTITLEMENT**

Notwithstanding anything in these Terms and Conditions, the Bank's rights and entitlement under this Terms and Conditions shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card by the Bank.

#### **ARTICLE 59. DISCLOSURE**

The Bank shall have the right to check the credit standing of any applicant for the Card and/or check the standing of the Cardmember at any time as and when the Bank deems fit, his employer or principal or any credit reporting agency licensed under the Law on Credit Institutions 2024 and its revision/supplement/replacement without reference to the

Cardmember. The Cardmember hereby authorises the Bank and/or its officers to make use of, disclose, divulge or reveal any information relating to the Cardmember, his Card Account or the conduct thereof (financial or otherwise) in such manner and to such extent as the Bank shall from time to time consider necessary:

- (a) To any merchant, any bank or financial institution or to any party, including but not limited to Visa International party to facilitate the use of the Card or the processing of any transaction effected or to be affected through the use of the Card or any investigation in relation to any claim of any use or purported use or misuse of the Card.
- (b) To the Bank's advisors or consultants including but not limited to its lawyers, accountants and auditors for or in connection with any claim made, any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank under this Debit Card Terms and Conditions.
- (c) To any authority or bureau established by State Bank of Vietnam (SBV), including Credit Information Center (CIC) or such bureaux or body established or approved by SBV or any other authority having jurisdiction over the Bank for the purposes of complying with any legal obligations and / or for any administrative or regulatory purpose.
- (d) To any approved outsourced agent of the Bank, including but not limited to the Bank's debt collection agents, telemarketers and direct sales agents or any strategic business partners or co-branding partners or any third party reward, loyalty or privileges programme providers, for purposes, including but not limited to collecting or recovering any sums due and payable under the card, marketing the products and services of the Bank or the Bank's strategic business partners or co-branding partners or any third reward, loyalty or privileges programme providers.
- (e) The Cardmember hereby further agrees, authorizes and consents that as long as any monies due under the Card Account shall remain outstanding, the Bank shall be entitled to disclose information on his business (including his accounts and/or future accounts) with Bank to PBB Group or companies which are or which in the future may be a subsidiary and/or related company of the Bank and that the subsidiaries and/or related companies of the Bank shall also be entitled to make such disclosure to the Bank and/or to the other said subsidiaries and/or the said related companies.

## **ARTICLE 60. NOTICE**

- 1. The Cardmember shall inform the Bank in writing of any change of contact number and/or address and/or employment company or business and abroad travel intention during 30 days and more.
- 2. Any statement of account, correspondence or notice to the Cardmember may be given by the Bank in any one of the following ways:
  - a. Delivered by hand or sent by prepaid post to the Cardmember's address stated in the Bank's Application Form or to such other address notified by the Cardmember to the Bank from time to time and shall be deemed to have been duly received by the



Cardmember within three (3) business days of posting;

- b. By electronic mail to the Customer's last known e- mail address in the Bank's records and such notification shall be deemed received twenty-four (24) hours after sending;
- c. By display in the Bank's business premises and such notification shall be deemed effective upon such display;
- d. By way of advertisement in one insertion in any national newspaper and such notification shall be effective on the date of publication of the advertisement in any such newspaper;
- e. By inserting a notice in the Cardmember's Statement of Account and such notification shall be deemed effective two (02) Business days after the date of posting of the notice contained in the Statement of Account to the Cardmember;
- f. By broadcasting a message on the Bank's website;
- g. If notified to the Cardmember in any other manner as the Bank deems fit.

Any failure on the part of the Cardmember to notify any change of his address resulting in delay or return of any monthly Statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under these Terms and Conditions.

#### **ARTICLE 61. SERVICES OF NOTICE**

Cardmember will receive and/or be informed of the products and services, promotional offers and marketing material of the Bank and its Affiliates and strategic business partners. Cardmember acknowledge that for the details of the Bank's Affiliates and strategic business partners, Cardmember can refer to the Bank's Privacy Notice at [www.publicbank.com.vn](http://www.publicbank.com.vn).

The parties hereby agree that the service of any notice in respect of any claim arising out of or connected with these Terms and Conditions may be effected by forwarding a copy of the same by post to the Cardmember's last known address stated in the Bank's Card Application Form or to such other address notified by the Cardmember to the Bank from time to time and shall be deemed to have been served at the time of posting of the notice and in proving delivery it shall be sufficient to prove that the same was properly addressed and put in the post despite any evidence to the contrary.

#### **ARTICLE 62. CERTIFICATE OF INDEBTEDNESS**

A certificate signed by an officer of the Bank as to the monies for the time being due and owing to the Bank from the Cardmember shall be final and conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Cardmember to the Bank in any legal proceedings. Any admission or acknowledgement in writing by the Cardmember or any person authorised by the Cardmember of the amount of indebtedness of the Cardmember to the Bank and any judgement recovered by the Bank against the



Cardmember in respect of such indebtedness shall be binding and conclusive in any court within or outside Vietnam.

### **ARTICLE 63. CONTACT INFORMATION**

The Bank is authorized (but not obliged), at its sole discretion, to base and take measures on communications, requests or instructions that the Bank receives from the Cardmember (possibly in verbal or in writing or by other means of communication, whether accurate or not or with the consent of Cardmember or not), the Bank's measures shall be binding on the Cardmember and the Bank or have no liability for any loss or damage incurred or suffered by the Bank. The bank shall not be liable for confirming the identity of any individual who contacts the Bank impersonating or under the name of Cardmember.

### **ARTICLE 64. TAX**

The Cardmember is responsible for paying any taxes in accordance with the laws, regulations, guidelines, decisions or directives, issued by such laws (and will include any amendments thereto law charter, guideline, decision or directive) to any agency or organization having authority over the Bank in collecting any fees and charges guaranteed or not guaranteed by the Bank and/or other services related to the account.

Any taxes arising at the Bank in connection with the account or any products or services provided to the account will be paid solely by the Cardmember, and in case the Bank has already finished the payment, Cardmember is obliged to reimburse these fees to the Bank.

The Bank has the right to debit these taxes from the Cardmember's account.

### **ARTICLE 65. COSTS**

All costs and expenses including legal costs, charges and expenses incurred by the Bank in connection with the Account, for the preservation or enforcement of the Bank's right under these Terms and Conditions or for any judicial proceedings, whether the Bank is involved directly or indirectly shall be borne by the Cardmember.

The Bank shall have the right to debit the Cardmember's account maintained with the Bank for such costs, charges and expenses.

### **ARTICLE 66. COMPENSATION**

The Cardmember must fully compensate the Bank for all complaints, demands, actions, proceedings, losses, damages, costs, non-existence of all facilities (including cost on the basis of indemnity incurred or incurred by the Bank, directly or indirectly, under this Contract or in connection with this Contract, including but not limited to:

- a. Any use or abuse of the Card; and/or
- b. Violation to the provisions of this Contract in Cardmember's perspective; and/or



- c. Enforcement or protection the Bank's rights and measures against the Cardmember under this Contract; and/or
- d. Changes to laws, regulations or official directives that may affect towards re-accounting and/or this Contract.

#### **ARTICLE 67. WORKING TIME**

Cardmember can use his/her Card to perform payment transactions at Card Payment Merchants and/or withdraw cash at ATMs at any local time from 6 o'clock to 24 o'clock.

#### **ARTICLE 68. LOST CARD**

For lost or stolen Card, kindly contact 1800 599 930 or go to the closest PBN BU or Visa member bank to report all cases of lost or stolen Cards immediately. For more details, refer to Article 42 of these Terms and Conditions.

#### **ARTICLE 69. 24/7 HOTLINE SERVICE**

To serve the Cardmember's requests for domestic transactions, the Cardmember can contact the customer hotline (on call 24/7) by calling 1800 599 930.

## **D. TERMS AND CONDITIONS FOR UTILISATION OF PBVN E-BANKING SERVICE (INTERNET AND MOBILE BANKING SERVICES)**

### **ARTICLE 70. SCOPE OF SERVICES PROVIDED**

E-Banking services provided by PBVN include:

- Information query on payment deposit account, savings account, fixed deposit account, loan account, etc.;
- Internal transfer in PBVN System;
- External transfer;
- Fixed Deposit account opening/closing;
- Bill payment for purchase of goods and services for providers associated with PBVN, or linked PBVN through the intermediaries;
- Top up mobile;
- Online Tax Payment;
- QR pay (applied for Mobile Banking service);
- Receiving information on account balance and promotions of PBVN (applied for Mobile Banking service);
- Searching information on exchange rate, interest rate, location, etc. (applied for Mobile Banking service);
- Other products, e-Banking services deployed by PBVN in each period in accordance with the principles mentioned in Article 76 of this Terms and Conditions.

The above-mentioned services shall be set as default and automatically included in the PBVN e-Banking service provided by PBVN, except for the transfer and payment service which is applied for payment account only. If the Customer does not agree with one or more of these services, customer can send request to stop the utilisation of the service. If customer does not send the above request and continues using the Bank's e-Banking service after notification on the mentioned amendment/supplement, it is understood that customer agrees to use these services.

### **ARTICLE 71. ACCESS AND USE OF THE E-BANKING SERVICE**

1. Application for subscription to the Bank's e-Banking service shall be subject to the Customer maintaining at least one (01) valid Account with the Bank and further subject to such eligibility criteria that the Bank shall stipulate.
2. Upon approval of the Customer's application to subscribe to the e-Banking Service, the Customer will be provided with a User ID and Password. When the Customer logs in for the first time, the Customer shall replace the Password with a new Password of his/her



choice.

3. The password selected by the Customer may be changed by the Customer at any time.
4. In the case of joint Account, each Account holder of the joint Account may link the joint Account to their User ID for e-Banking Service. All transactions made through e-Banking Service pertaining to the joint Account shall be binding on all the Account holders of the Account jointly and severally.

## **ARTICLE 72. TRANSACTION LIMIT**

1. Transaction limit is the amount of money that each customer can process on PBVN e-Banking, including the following types of limit:
  - Limit per transaction is the total maximum amount which the customer is allowed to pay/transfer per transaction via PBVN e-Banking.
  - Limit per day is the total maximum amount which the customer is allowed to pay/transfer within a day via PBVN e-Banking.
  - Other limits regulated by PBVN in each period.
2. The transaction limit stipulated in Article 72.1 of this Terms and Conditions shall be applied to all Accounts of the Customer, including Customer's joint account (if any).
3. Transaction limit is regulated by PBVN in each period and is notified in the BUs of PBVN, or on e-Banking interface or on the website of PBVN, or applied to specific Customer.
4. PBVN can change the maximum transaction limit. Where the Customer continues to access or use the Bank's e-Banking Service after such revision, the Customer shall be deemed to have agreed with the new transaction limit. If the Customer does not agree with the amendment of PBVN, the Customer may request to terminate using e-Banking services of PBVN in writing by the form of PBVN.

## **ARTICLE 73. TRANSACTION VERIFICATION METHOD**

The verification methods used for transactions performed on the Internet Banking website and/or PB engage VN are regulated by PBVN in each period and published in Business Units or on e-Banking interface or on the website of PBVN.

## **ARTICLE 74. SERVICE CHARGES**

1. Bank charges follow PBVN's current regulations and are published on the Bank's website or via any other methods decided by the Bank.
2. Customer hereby agrees and undertakes to pay to the Bank all such service charges which the Bank may impose in respect of or in connection with PBVN's e-Banking service.



3. Service charges will be levied by deducting customer's account at PBVN, depending on each type of charge and each type of transaction that the service charge will be levied on each transaction or periodically.
4. Before the transaction, Customer needs to ensure that his/her account will have sufficient balance for the transaction as well as the payment of fees. For fee(s) collected periodically; the Bank shall debit the Customer's registered payment account. The Bank shall have the right to deduct from the Customer's other payment accounts if the registered payment account did not have enough balance or require the Customer to pay the periodical fee(s) via other methods. The Customer must commit to pay full-service charges within the required time.
5. The Bank reserves the right to revise the charges for the use of the e-Banking service, upon notice to the Customer by the method informed for the Customer. Such revisions shall take effect from the date stated on the notice. Where the Customer continues to access or use the Bank's e-Banking Service after such notification, the Customer has agreed to and accepted such revisions to such charges.

#### **ARTICLE 75. QR PAY SERVICE**

1. QR Pay is a service offered within PB engage VN and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions for the use of Public Bank Vietnam e-Banking service (Internet Banking and Mobile Banking). These Terms apply to and regulate the Customer's use of the QR Pay Service offered by the Bank. The QR Pay service allows the Bank to transfer an amount specified by the Customer from the Customer Eligible Accounts to a Merchant or Recipient's Account via the Merchant or Recipient's QR.
2. If the Customer wishes to send funds via QR Pay, the Customer must first download and install the PB engage VN application on the Customer's Mobile Device and select an Eligible Account to be used by the Bank for deduction of funds for payment made via QR Pay.
3. The Customer is responsible for ensuring that the transaction amount keyed-in or displayed on the Customer's Mobile Application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR code shall be accepted by the Bank to be correct upon the Customer's confirmation of the transaction. The Bank is under no obligation whatsoever to verify that the amount paid by the Bank matches with the Recipient's amount.
4. The Bank will notify the Customer on the status of each successful, failed or rejected QR Pay transaction.
5. The Customer acknowledges and agrees the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Recipient is the intended party to receive the funds. The Bank shall not be liable for transferring the funds to such Merchant or Recipient



even if such person is not the intended party.

6. Pursuant to Article 75.5 above, the Customer agrees that once a QR Pay transaction is confirmed, it will be irrevocable and the Bank will not be able to cancel, stop or perform any changes to that QR Pay transaction.

## **ARTICLE 76. OTHER ADDED SERVICES TO E-BANKING**

1. For the added services which is automatically applied by the Bank, the Bank will inform the Customer of these added services. If the Customer does not agree with these added services, customer can send request to stop the utilisation of the service. If customer does not send the above request, it is understood that customer agrees to use these added services.
2. For the added services which are not automatically applied by the Bank, Customer has to go to the Bank to register for using these services.

## **ARTICLE 77. RIGHTS AND OBGLIGATIONS OF THE CUSTOMER**

### **1. Rights of the Customers**

- a. To use PBVN e-Banking services in accordance with the provisions of these Terms and Conditions and the relevant provisions of the law.
- b. To send tracing requests to the Bank to inquire the transactions made on PBVN e-Banking.
- c. To send complaint request related to the use of e-Banking Service via the Bank's telephone support (1800-599-930), mail box in the Bank's website ([www.ebanking.publicbank.com.vn](http://www.ebanking.publicbank.com.vn)), e-mail address ([cardservices@publicbank.com.vn](mailto:cardservices@publicbank.com.vn) or) or the Bank's Business Units.
- d. Other rights of Customer mentioned in other sections of this Terms and Conditions and the relevant provisions of laws.

### **2. Obligations of the Customers**

- a. To comply with the Bank's regulations in accordance with the law and the provisions of these Terms and Conditions on service usage. To install, use the software, application and device to carry out the e-Banking transactions in compliance with PBVN's User guide on e-Banking.
- b. To provide complete and accurate necessary information required by the Bank when registering for the e-Banking service and as and when required from time to time.
- c. To immediately notify BUs of PBVN in writing in the event there is any changes in information from customer registered with the Bank. To immediately visit BUs of PBVN to notify any changes related to the mobile phone number registered to use PBVN e-Banking service according to the current regulation of PBVN (whether these changes arise due to the change of new phone number, or termination of using



provider's service, or due to the loss of the customer's mobile phone, or any other reasons). PBVN will continue providing service through customer's registered phone number in case of no notification from customer.

- d. The Customer must take all precautions and security measures to prevent unauthorised and fraudulent use of the Customer's e-Banking User name, Password, mobile phone, token device and OTP. The Customer shall not disclose the Password to any person and/or save User name and Password by default in the web browser. To immediately notify PBVN in writing (or via hotline 24/7 i.e. 1800599930/84-24-38262000 then immediately followed by a written letter) if the information exposed or suspect exposed or lost or exploited. The Customer must be responsible for all transactions made on PBVN e-Banking service before PBVN blocks the service.
- e. To agree to receive the following notifications from the Bank:
  - Account balance change notification, applicable if the Customer registered to use the Bank's SMS service notification.
  - New products, services, promotions (Customer could give reply on the consent/dissent to receive such notifications).
  - Other notifications related to the Customer's transaction(s).
  - Username and Password used to login service on the first time.
- f. To regularly check the account balance and account statement arising from transaction performed. To notify PBVN immediately if there are any irregularities in the transactions.
- g. To be responsible for all financial transactions which have been successfully executed by the User Name, Password and verification method which are granted to Customers by PBVN. Customer is responsible for all transactions executed upon successful login of the Customer's User Name and Password notwithstanding that such access, instruction or transaction may have been made by a third party.
- h. In the case of joint Account, to be responsible for all transactions pertaining to the joint Account made via PBVN e-Banking Service. All transactions made via e-Banking Service pertaining to the Account shall be binding on all the Account holders of the Account jointly and severally, notwithstanding that such transactions are executed by one of the account holders and the remaining account holders are aware of such transactions or not.
- i. The Customer understands that he/she must download the PB engage VN application from the Apple App Store or Google Play Store and shall not install the Mobile Application through a third party or services which is not offered by their mobile devices operating system.
- j. The Customer acknowledges that he/she must not use the e-Banking Service on any device or operating system that has been modified outside the mobile devices or operating system vendor supported or warranted configurations. This includes



devices that have been freed from the limitation imposed on the original software by the phone manufacturer or the operating system proprietary owner otherwise called “jail-broken” or “rooted”.

- k. The Customer further acknowledges that he/she must not use the e-Banking Service in an environment which may jeopardise the e-Banking Service’s security features, function or the Customer’s credentials.
- l. Customer is responsible for taking all reasonable measures to ensure the safety, compatibility for all kinds of machinery and equipment, system software, application software etc. that the customer uses when connecting, accessing to the service to control, prevent and stop the unauthorised access to the service.
- m. To check the reasonableness and validity of the information of third parties (service providers) on the PBVN e-Banking screen before use.
- n. To be responsible for charges which may be incurred by third party when using the Bank’s e-Banking Service (i.e. phone charges, Internet fee charges etc.).
- o. By the Customer’s own expense, fully equipped and regular maintenance to ensure quality for all kinds of machinery, connected device, system software, application software, etc. to be able to connect and access the PBVN e-Banking securely.
- p. To accept that the PBVN e-Banking Service notification has been sent to the Customer if the message has been made by service providers, regardless if the Customer actually received the message.
- q. In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer agrees to delete such material or data and further agrees to notify PBVN immediately. Any use, dissemination, distribution or copying of the material or data is prohibited.
- r. No part or parts of PBVN’s website may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorised person of PBVN. The insertion of a link to the Bank’s e-Banking service on any other website, frame or "mirror" any content of this website on another website or server is prohibited unless with the prior express written consent of an authorised person of PBVN.
- s. The Customer shall indemnify and hold the Bank, the Bank’s Business Units harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, resulting from any negligence and/or fraudulent act which result from the act or conduct of the Customer.
- t. The Customer shall adhere to the Terms and Conditions of each Payee Corporation with regard to settling of the respective bills without the Bank’s involvement.
- u. Other responsibilities under the provisions of the other sections in this Terms and



Conditions and the relevant provisions of the law.

- v. Despite of the termination of the e-banking service, customers are bound by the terms and conditions to the extent related to the rights and responsibilities of the Customer for the time Customer used the Bank's e-Banking Service.

## **ARTICLE 78. RIGHTS AND OBGLIGATIONS OF PBVN**

### **1. Rights of PBVN**

- a. Request the Customer to provide personal information, identification, signatures specimen and seal (if applicable) and relevant documents in accordance with prevailing regulations when the Customer performs an e-Banking transaction.
- b. The Bank has the rights to collect biometric data under the written agreement with the Customer in line with regulations and laws with the purpose of customer verification and utilisation of biometric data to perform transactions via e-banking service.
- c. The Bank has the rights to change, discontinue or terminate the provision of e-Banking Service without the consent of the Customer when necessary. The Bank shall inform the Customer on the change, discontinuation or termination of the e-Banking Service.
- d. The Bank is not responsible for any damage or loss incurred by the Customer arising from the course of using the Bank's e-Banking service, except for the damage, loss which is due to the subjective fault of the Bank.
- e. The Bank may refuse to carry out any of the Customer's instructions or transactions at the time of executing such instructions where such instructions or transactions are inconsistent with the Bank's policy or any law or any rules or regulations to which the Bank is subject to or for any other reason such as the remaining amount of the account after the transaction is less than the minimum balance required by PBVN, the total transaction amount within a day (including transactions made during the day and the transaction is being performed) exceeds the transaction limit, blocked account, beneficiary account is closed or due to the requirements of the State competent agencies or other causes beyond the control of PBVN.
- f. Request the Customer to provide documents (if required) to complete e-Banking transaction. The Bank shall not be responsible for the delay in executing this type of transaction if the required documents was not provided within a reasonable time frame.
- g. Automatically debit the Customer's account to pay for the transaction fees arising from the Customer's transaction executed on the Bank's e-Banking Service.
- h. For tracing request received from the Customer, PBVN will on behalf of the Customer requests for tracing or reverting order from the Beneficiary Bank for the Customer to make a new order.



- i. In case of receiving tracing request of other NAPAS banks requires the Customer to correct information in the payment order (misleading information by the Customer), PBVN is entitled to request for reverting the said order to repay the money to the account of the Customer.
- j. Change the channel to receive complains/tracing request related to e-Banking Service without the consent of the Customer. However, the Bank will be responsible to prior inform the Customer of the change(s).
- k. The Bank at any time without prior notice, may withdraw any Payee Corporation from the list of Payee Corporations, which list may be varied from time to time, without assigning any reason. The Bank shall not be liable for any loss or damage which the Customer may suffer arising from those changes.
- l. Provide Customer's information to Customer, the state competent agencies, permitted third parties or parties agreed by the Customer.

## **2. Obligations of PBVN**

- a. To comply with the regulations on the provision of e-Banking Service to the Customer under these Terms and Conditions.
- b. To secure Customer's information relating to the Customer's accounts and transaction in accordance with the prevailing laws. The Bank shall commit not to sell, disclose, reveal the Customer's information to unauthorised parties. To collect, use and provide Customer's information in line with prevailing regulations.
- c. To commit to provide uninterrupted e-Banking Service operation.
- d. Provide adequate and timely support upon receipt of Customer's notification in writing on the issues encountered when using the Bank's e-Banking Service.
- e. Resolves inquiries and complaint from customers in accordance with regulations.
- f. Notify the Customer and refund the transaction amount to Customer's Eligible Account if the transaction executed on the e-Banking Service was unsuccessful.
- g. Notify the Customer when there is a policy change related to the e-Banking service on the Bank's website/PB engage VN or by other communication methods which the Customer registered with the Bank.
- h. The Bank is only responsible to execute the Customer's transaction(s) and support the Customer to compare, validate and handle issues related to bill payment on PBVN's website. The supply of goods and services as well as the quality of goods and services is the responsibility of the suppliers.
- i. Other responsibilities prescribed by the relevant provisions of the law.

## **E. TERMS AND CONDITIONS FOR REGISTERING AND USING OF SMART OTP VERIFICATION METHOD**

### **ARTICLE 79. CONDITIONS FOR USING SMART OTP**

#### **1. General conditions**

- a. Customer must have a current account at PBVN and have registered to use PBVN e-Banking service;
- b. Customers must complete registration requirements, accept all Terms and Conditions for the use of PBVN e-banking services which includes the verification methods stipulated by the Bank as well as the Terms and Conditions for using PBVN Smart OTP which are regulated in each period.

#### **2. Specific conditions**

- a. Own a mobile device (Smartphone, tablet etc.) which uses the Operating Systems as prescribed by PBVN in each period.  
**\*Note:** Smart OTP cannot be used on mobile devices in which the Operating System has been tampered (jail break, unlock, rooted etc.);
- b. Complete downloading, installing and activating PBVN Smart OTP application and/or PB engage VN application on Customer's mobile device.

### **ARTICLE 80. SCOPE OF SERVICE AND APPLICABLE TRANSACTION LIMIT**

Depending on the provisions of laws and PBVN policies from time to time, PBVN stipulates the Smart OTP application scope corresponding to each type of PBVN service provided to the Customer and applicable transaction limit for Smart OTP. Application scope and transaction limit will be notified to the Customer through any one of the following channels: PBVN official website; announcement at PBVN's business units; PBVN Smart OTP/PB engage VN application; notification via email or mobile phone or postal address registered with PBVN.

### **ARTICLE 81. RIGHTS AND OBGLIGATIONS OF CUSTOMER**

#### **1. Rights of Customers**

- a. Customers have right to request PBVN to update the registered information, request to reset password, lock, unlock/reactivate Smart OTP in accordance to the procedures stipulated by PBVN. PBVN will execute the Customer's request after checking and accepting the request.
- b. Customers have right to change the verification method and transaction limit of Smart OTP within the allowed limit corresponding to the service package.



- c. Customers have right to lodge complaint with PBVN about errors, violations (if any) arising from the use of Smart OTP in accordance with the law.
- d. Customers have rights to request to terminate the use of Smart OTP.

## **2. Obligations of Customers**

- a. Customers are responsible for ensuring the registering and using Smart OTP application accurately and sufficiently in accordance with User guide of PBVN.
- b. Customers are responsible for the safety and security of devices installed with the Smart OTP application, taking precautions to protect and prevent unauthorized usage or access to such devices.
- c. Customers are responsible for all financial transactions which have been successfully executed by the user name, password, and verified by Smart OTP which is granted to Customer by PBVN. Customer is responsible for all instruction and transaction executed upon being verified by Smart OTP which is registered by Customer notwithstanding that such instruction or transaction may have been made by a third party.
- d. Customers must secure Smart OTP information and/or other relevant Customer information or any other information provided by PBVN. All transactions verified through Smart OTP provided by PBVN to the Customer are deemed to be performed in accordance to the Customer's will. Customer is responsible for the cases that user name, password, verification information is exposed, stolen, abused due to any reason arising from Customer;
- e. PBVN Smart OTP and PB engage VN application provided by PBVN on Play Store (for devices using Android operating system) and App Store (for devices using iOS operating system) or any other online application store determined and informed by PBVN is legally valid and binding on related parties.
- f. Customers agree to allow PBVN to automatically debit any of the Customer's payment accounts to collect the fees and fulfill financial obligations incurred to pay PBVN for Smart OTP usage.
- g. If unauthorized transactions are discovered or Smart OTP password is suspected to be revealed/stolen or lost, device installed with Smart OTP was misplaced, being or suspected of being defrauded/hacked, or request to stop using Smart OTP, the Customer is responsible for notifying PBVN in one of the following methods as prescribed by PBVN from time to time, including: contacting the any of the PBVN transaction units, call PBVN Customer Support Center.
- h. Other obligations in accordance with this Regulation, agreement between the parties and the provisions of law.

## **ARTICLE 82. RIGHT AND OBLIGATIONS OF PBVN**

### **1. Rights of PBVN**



- a. Not responsible for any damages caused by the Customer's error in disclosing the username, password, authentication information for any reason or Customer uses any application, documents, or user guide which is not issued by PBVN, or Customer's device is used by other person with/without the authorization of Customer.
- b. PBVN has the right to cease providing Smart OTP to the Customer when:
  - For reasons beyond the control, prevention and anticipation of PBVN, PBVN is no longer able to provide Smart OTP or the Customer is no longer subject to Smart OTP according to the content of this Regulation and other regulations of PBVN, or Customer's authorized representative are not approved by PBVN.
  - Due to changes in government's legal policies, PBVN cannot continue to provide the service to the Customer.
  - Other cases as stipulated by PBVN from time to time.
  - If PBVN ceases to provide Smart OTP service, PBVN will notify the Customer by via means decided by the Bank from time to time.

## **2. Obligations of PBVN**

- a. Comply with applicable laws and regulations on security and confidentiality in e-Banking transactions.
- b. Provide Smart OTP within the scope of the Customer's registration to use and agreement with PBVN.
- c. Keep the Customer's information confidential as stipulated by the law. PBVN will only provide information related to the Customer and/or information about the Customer's transactions to an authorized-third party or upon getting permission of the Customer or at the request of the Competent State agencies, as stipulated by the law.
- d. Lock Customer's access to e-Banking upon receipt of the Customer's notification on the loss of device installed with Smart OTP device and/or disclosure of Smart OTP login information of the Customer.
- e. Resolving Customer's complaints regarding the use of PBVN Smart OTP.

## **ARTICLE 83. TROUBLESHOOTING SMART OTP USAGE ISSUES**

Customer is to immediately call PBVN hotline of PBVN (18001198); or visit the nearest PBVN business unit for instructions if:

- Customer is unable to access the PBVN Smart OTP/PB engage VN application or suspect that the username, password, authentication information is revealed or forgot password or username; or
- Customer discovers any problems or technical errors related to operational safety of PBVN Smart OTP/ PB engage VN application.

## **F. TERMS AND CONDITIONS ON PERSONAL DATA PROTECTION**

### **ARTICLE 84. GENERAL REGULATIONS ON PERSONAL DATA PROTECTION**

1. This Terms and Conditions of Personal Data Protection (T&C) applies to information, including your personal data processed by PBVN.
2. This T&C is issued to inform you of the commitment of the Bank as a Personal Data Controller cum Processor to comply with the regulations and laws of protecting at all times the personal data information provided by the customers to PBVN as we recognize the importance of the personal information we hold about customers and the trust you place in us.
3. This T&C forms a part of the respective terms and conditions governing your relationship with us, including but not limitation to, as may be applicable, the Terms and Conditions to open Current Account/Current Account Plus and added services, Terms and Conditions for Fixed Deposit/Term Savings Deposit, Terms and Conditions of Issuance and Utilisation of PBVN VISA Credit Card, Terms and Conditions of Letter of Offer Agreement and Terms and Conditions of other PBVN's products and services which you have registered (collectively "Terms and Conditions") and should be read in conjunction with those Terms and Conditions. By applying for or using our products or services or by giving us access to your personal data, you accept the policy and practice described in this T&C.
4. For the avoidance of doubt, this T&C is applicable only for your personal data. By providing personal data relating to a third party (e.g., information of your dependent, spouse, children and/or parents, friends, beneficiaries, attorneys, partners, emergency contacts, or other individuals) to us, you represent and warrant that the consent of that third party has been obtained for the processing (including but not limited to collection, use and disclosure) of the personal data for the purposes listed herein. Where you are a corporate entity or organization, to the extent that you have provided or will provide personal data about your directors, shareholders, employees, authorized representatives, agents and/or other individuals, you confirm that you have explained or will explain to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this T&C.

### **ARTICLE 85. TYPES OF CUSTOMER'S PERSONAL DATA PROCESSED BY PBVN**

Your personal data is classified into 02 categories as (i) Basic Personal Data; and (ii) Sensitive Personal Data. Particularly as follow:

#### **1. Basic personal data**

- a. Last name, middle name and first name, other names (if any);
- b. Date of birth, date of death or date of being lost;



- c. Gender;
- d. Place of birth, registered place of birth; place of permanent residence; place of temporary residence; current place of residence; hometown; contact address;
- e. Nationality;
- f. Personal images;
- g. Phone number; ID Card number, personal identification number, passport number, driving license number, number plate, tax identification number, social insurance number and health insurance number;
- h. Marital status;
- i. Information about the individual's family relationship (parents, children);
- j. Digital account information; personal data that reflects activities and activity history in cyberspace;
- k. Information associated with an individual or used to identify an individual which is not specified as sensitive personal data.

## **2. Sensitive personal data**

- a. Political perspective, religious perspective;
- b. Health and personal-life status stated in health record, excluding information about blood group;
- c. Information about racial origin, ethnic origin;
- d. Information about genetic characteristics which are inherited or self-acquired;
- e. Information about an individual's own biometric and physical characteristics;
- f. Information about an individual's sex-life and sexual orientation;
- g. Data on crimes, criminal activities collected, stored by law enforcement agencies;
- h. Customer information at credit institutions, foreign bank's branches, payment service providers and other authorized organizations, including: customer identification information under laws, information about accounts, money deposits, deposited assets, transactions, information on organizations, individuals acting as the guarantors at credit institutions, foreign bank's branches, payment service providers.
- i. Individual's location data determined by the locating services;
- j. Other personal data as prescribed by laws as specific data that require necessary security method.

## **ARTICLE 86. PURPOSES FOR PROCESSING CUSTOMER'S PERSONAL DATA**

We, and the data processor that we engage, may process your personal data for one or more of the following purposes:



- a. for identity and background establishment; authentication and screening;
- b. to conduct checks with the authority agencies on registering the anti-spam messages, emails, calls or other registries (if any);
- c. to assess and process your application(s)/request(s) for any of the products or services offered or distributed by us (including but not limited to third party products such as insurance policies);
- d. to verify your financial standing through credit reference checks;
- e. to underwrite, establish and evaluate your creditworthiness;
- f. to enable us to consider whether to provide or continue to provide to you any of our products and services;
- g. to manage and maintain your account(s) and facility(ies) with us;
- h. to provide/send statements, mails, letters or other communications to you or to related parties, and update your personal information;
- i. to do data entry, to check the completeness and accuracy of customer data inputted into the system;
- j. to better manage our business and your relationship with us (including to the training provided to our staff);
- k. to authenticate you so that, among others, you can access digital/electronic accounts, to personalize your experience with our products and services; to monitor your access and membership with related third parties;
- l. to auto-enroll you on digital apps in order to manage your card and card account, including but not limitation to our mobile application, digital credit card statements, biometric authentication and biometric fraud detection solutions;
- m. to monitor and record calls and electronic communications with you and other related third parties;
- n. to undertake and comply with contractual arrangements between us and other parties;
- o. for reward redemption fulfillment, gift delivery, mile transfer redemption;
- p. to perform card/account/transaction suspension, blockage or closure;
- q. to better understand your current and future investment needs and your financial situation;
- r. to improve, enhance, personalize, and tailor our products and services including online services, and to develop new products and services;
- s. to administer offers, competitions, campaigns and promotions;
- t. to respond to your enquiries and complaints and to generally resolve disputes;



- u. to produce data, reports and statistics, responses, for ourselves or for our related third parties or upon requests from the State Bank of Vietnam, other competent authorities, or related third parties;
- v. to conduct market research, surveys and data analysis relating to any service or product provided by us (whether conducted by PBVN or jointly with another party) which may be relevant to you;
- w. for risk assessment, statistical, trend analysis and planning purposes, including to carry out data processing statistical, credit, risk and anti-money laundering analyses, to create and maintain credit scoring models, and review and maintain credit history of individuals;
- x. to provide information, offer and conduct marketing and promotion, to you any products, services, offers or events provided by us and our business partners which we think may be of interest to you;
- y. for audit, compliance and risk management purposes;
- z. to meet or comply with our internal policies and procedures and any applicable rules, laws, regulations, codes of practice or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) (including but not limited to disclosures to regulatory bodies, conducting audit checks, surveillance and investigation);
- aa. to assess any proposed acquisition, implement any acquisition or transfer of business and/or assets, transfer or assign our rights, interests an obligation under your agreement(s) with us;
- bb. to protect or enforce our rights, including to collect fees and charges and to recover any debt owing to us;
- cc. to maintain accurate KYC information, perform name search, verification, and conduct anti-money laundering, credit and background checks or other checks as required;
- dd. to detect, prevent, and investigate crime, offences, or breaches including fraud, money laundering, terrorist financing, and bribery;
- ee. for our suppliers/service providers/vendors;
- ff. for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities; and/or;
- gg. to undertake other activities in connection with our provision, operation, processing, and administration of products and services to you, or to serve other purposes that we deem appropriate from time to time;
- hh. CCTV footage, in particular, may also be used for the following purposes: (i) for quality assurance purposes; (ii) for public safety and the safety of our employees; (iii) detecting and deterring suspicious, inappropriate or unauthorized use of our facilities,



products, services and/or premises; (iv) detecting and deterring criminal behavior; and/or (v) conducting incident investigations.

## **ARTICLE 87. HOW TO PROCESS AND COLLECT CUSTOMER'S PERSONAL DATA**

1. As a Personal Data Controller cum Processor, PBVN may need to and/or may be required to collect, record, analyse, confirm, store, alter, disclose, combine, access, trace, retrieve, encrypt, decrypt, copy, share, transmit, provide, transfer, delete, destruct or conduct any other relevant activities on (i.e., “process”) personal data, which includes any data which relates directly or indirectly to you and/or your transactions with us.
2. We, and the data processor that we engage, may obtain these data from yourself when you apply for, or during the course of our provision to you of, any of our products and services, and from a variety of sources, including but not limited to:
  - a. through your relationship with us, for example information provided by you in application forms or supporting documents, when using our products or services, when taking part in customer surveys, competitions and promotions, and during financial reviews;
  - b. through your verbal and written communications with us and/or our authorized agents;
  - c. from our suppliers, service providers, partners, merchants and third parties, including but not limitation to survey, social media, marketing, credit reference, fraud prevention, data aggregating agencies, infrastructure and facilities support providers, and other third parties in connection with our business;
  - d. from third parties connected with you, such as employers, joint account holders, guarantors, security providers, co-partners, co-directors and co-shareholders;
  - e. from any credit reporting agencies, credit reference agencies and governmental agencies, or information obtained from any publicly available sources, directories, or registries;
  - f. from the State Bank of Vietnam or other competent authorities in Vietnam or overseas;
  - g. through recorded footage from Closed Circuit Televisions (CCTV) at our premises;
  - h. from an analysis of the way you use and manage your account(s)/facility(ies) with us, from the transactions you make and from the payment which are made to/from your account(s)/facility(ies);
  - i. via cookies or other similar tracking devices/tools; and/or;
  - j. from third party source, where you have consented to the collection, or where collection is required or permitted by law.



**ARTICLE 88. ORGANIZATIONS AND INDIVIDUALS PERMITTED TO PROCESS PERSONAL DATA**

In order to provide you with our products and services and to manage and/or operate the same, and/or to serve other purposes as described above, we may disclose your personal data or personal data of third parties related to you, to the following parties:

- a. companies and/or organizations within Public Bank Group;
- b. companies and/or organizations that act as our vendors, suppliers, partners, agents and/or professional advisers, including but not limited to companies providing administrative, mailing, telemarketing, direct sales, call center, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference and other background checks, custodian, depository, plastic card, clerical, market research, data modelling, reward redemption, record storage and dossier management, data entry, pre-screening and verification, legal, network website or social media, telecommunication, SMS delivery or email delivery, network connection, telephone, infrastructure facilities and technology support, workforce management, risk reporting, credit decision, information security, software maintenance and license, data center, voice and conferencing, and advisory services, and/or other services in connection with, or support to, the operation of our business;
- c. your advisers (including but not limited to accountants, auditors, lawyers, financial advisers or other professional advisers) where authorized by you;
- d. any person notified by you as authorized to give instructions or to use the account(s)/facility(ies) or products or services on your behalf; including your joint account holders;
- e. any actual or proposed assignee or other third party as a result of any restructuring of facilities granted to you or the sale of debts, or the acquisition or sale of any company or assets by us;
- f. the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- g. any guarantors or security providers for the facility(ies) granted by us to you;
- h. any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- i. any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us;
- j. the Credit Information Center of Vietnam or any other authority or body established by the State Bank of Vietnam or any other authority having jurisdiction over us;
- k. any credit reporting agencies or credit reference agencies;
- l. any credit institutions, foreign bank agencies and branches, financial institutions, merchants, VISA International Services Association, MasterCard International



Incorporated, and other card associations in relation to any products and services provided to you by us;

- m. any person, authorities or regulators or third parties to whom we are permitted or required to disclose to under the laws of any country, or under any contractual or other commitment between third party and us;
- n. any person intending to settle any moneys outstanding under any of your account(s) with us; and/or;
- o. any person connected to the enforcement or preservation of any of our rights under your agreement(s) with us or otherwise

## **ARTICLE 89. THE BANK'S SECURITY ASSURANCE**

There might be undesirable fraudulent/unauthorized or accidental access/processing happening while your personal data is processed. In order to protect your personal data against online fraud, you must ensure that you do not knowingly or accidentally share, provide or facilitate unauthorized of your personal identification User ID and password. The Bank shall also strive at all times to hedge the possible risks, safeguard and secure your personal data.

- a. The Bank is committed to secure your personal data by implementing adequate and stringent security controls, measures and protocols in line with existing the Bank's regulations, industry practices and legal requirements to protect your personal information against any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.
- b. To achieve this objective, regular reviews of the risks to personal information would be conducted and any security flaws or weaknesses identified would be promptly addressed and rectified.
- c. We employ security measures regardless of the media on which information is stored (paper, computer disks, etc.), the systems which process it (microcomputers, mainframes, voice mail systems, etc.), or the methods by which it is moved (electronic mail, face-to-face conversation, etc.). Such protection includes restricting access to information on a need-to-know basis. The Bank devotes sufficient time and resources to ensure that information is properly protected.
- d. As a source of reference for the Bank's information security needs, information security policies, standards and procedures are fully documented and maintained. All employees, including new recruits, are educated as to their obligations with regard to your personal information. Consultants or other external parties contracted to carry out work for the Bank must also conform to these requirements and where appropriate, are also bound by non-disclosure agreements to ensure the confidentiality of the Bank's information assets.

**ARTICLE 90. STARTING AND ENDING TIME TO PROCESS PERSONAL DATA**

The processing of personal data may begin when your take-up or upon signing up or depending on how you access and use our products and services.

We will retain your personal data for such period or duration as required by your relationship with us, in compliance with this T&C and/or the terms and conditions of your agreement(s) with us, for such other period as may be necessary to serve the interests of PBB Group and/or its customers, or where otherwise required by the law and/or by PBB Group's relevant policies, or for such other period where the purposes for which your personal data was collected remain valid.

**ARTICLE 91. CUSTOMER'S RIGHTS AND OBLIGATIONS RELATING TO YOUR PERSONAL DATA****1. Rights of the Customer**

- a. You can request to access, correct and be provided with your personal data held by us;
- b. You may object, lodge your complaint, or exercise your self-protection in case of the Bank's processing your personal data not in conformity with this T&C.
- c. Other rights as stipulated in prevailing applicable laws;

**2. Obligations of the Customer**

- a. To fully and accurately provide your personal data and keep your personal data up to date to the Bank when you consent to use products and services of PBVN. In order to keep your records be updated promptly, you could inform us in writing of any changes relating to your personal data;
- b. To protect your own personal data when using our products and services by complying with the security measures designed to protect your personal identification numbers and passwords by keeping it secret and confidential. These are set out in the terms and conditions of your account. You may be able to limit your liability for unauthorized use of your account if you observe these requirements;
- c. To comply with relevant regulations on personal data protections and actively participate in preventing violations against personal data protection.

**ARTICLE 92. THE BANK'S RIGHT AND OBLIGATIONS RELATING TO CUSTOMER'S PERSONAL DATA****1. Rights of the Bank**

- a. To reserve the right to charge a reasonable fee for the processing of any data access request;



- b. To be permitted to provide your personal data to other organizations and individuals as per your consent or on your behalf as per your approval and authorization, unless otherwise regulated by law;
- c. To withhold access to your personal data in certain situations regulated by laws;
- d. To provide and process your personal data to/with other relevant parties stated in Part 3.2 and 4 of this T&C to perform the obligations and operations related to the provisions of products and services you have registered with the Bank;
- e. In case you withdraw consent, PBVN is entitled to proactively contact and request the Data Processor/Third Party to stop processing of your personal data at any time which PBVN deems fit; according to the PBVN's and/or the Data Processor's and/or Third Party's processes, procedures and responsiveness of the technical infrastructure from time to time. In case the withdrawal of consent cannot be accommodated due to technical factors or the responsiveness of the infrastructure, PBVN is exempted from all obligations and responsibilities related to this request for withdrawal of your consent.
- f. To exempt PBVN from all obligations and responsibilities for the possible risks arising in the progress of personal data processing, which include but not limit the loss of data due to system error or other objective reasons out of PBVN's control.

## **2. Obligations of the Bank**

- a. To take all practicable and reasonable steps to ensure that your personal information is accurate, complete and up-to-date;
- b. We will use reasonable efforts to comply with your request to access or correct your personal data within 72 hours of receiving your duly completed and proper request and the relevant processing fee (if any), subject to our right to rely on any statutory exemptions and/or exceptions.
- c. To comply with relevant prevailing regulations on protection of personal data.

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