

**TERMS AND CONDITIONS FOR THE UTILISATION OF PUBLIC BANK VIETNAM
E-BANKING SERVICE (INTERNET AND MOBILE BANKING SERVICES)**
*(This Terms and Conditions is an integral part of Application cum Contract for the opening
and utilisation of PBVN e-Banking service)*

The PBVN Internet Banking Service and PBVN Mobile Banking Service (hereafter referred to as e-Banking Service) allow communication and interaction between Public Bank Vietnam and the Customer.

Before accessing the e-Banking Service and/or using all or any of its features, the Customer must read, understand and agree to be bound by the Terms and Conditions herein as well as any other terms which the Bank may prescribe. If the Customer does not agree to accept any of the Terms and Conditions, the Customer is advised to immediately discontinue access and/or use of the e-Banking Service.

The Customer's access or use of the e-Banking Service shall be at the Customer's own risk and initiative. The Customer shall be responsible for compliance of all applicable laws.

ARTICLE 1: TERM DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have the following meaning:

- 1.1 **"Agent"** means any third-party offering products, services, content and information.
- 1.2 **"Agreement"** means this agreement between the Customer and the Bank for the e-Banking Service, all supplements, amendments and variations thereto.
- 1.3 **"PBVN"** or **"Bank"** means Public Bank Vietnam Limited.
- 1.4 **"Biometric"** means biometric imprint(s) saved on the mobile device which supports the biometric authentication function, including but not limited to fingerprints, faces and voice recognition; and may be used in place of the Customer's User ID to access to/verify the transactions in PB engage VN service and QR code payment service which would allow the Customer to make payment by scanning the merchant's QR code.
- 1.5 **"Business Units (BUs)"** means PBVN's Branches/Transaction Bureaus.
- 1.6 **"Customer"** means organisations, individuals using PBVN's e-Banking 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.
- 1.7 **"Device"** means a machine such as Mobile Device or Computer Terminal that can be used to connect to the internet.
- 1.8 **"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 of any partners which are linked to PBVN's system (these programs/systems are collectively referred to as electronic means).

- 1.9 **“Internet Banking service”** means the Banking service and payment service provided by PBVN via the Internet.
- 1.10 **“Mobile Banking service”** means Internet Banking service provided by PBVN via mobile application namely PB engage VN, which is made available for download via Apple App Store or Google Play Store.
- 1.11 **“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.
- 1.12 **“Password (Personal Identification Number - PIN)”** 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 keyed in by the Customer on the Customer's Device in order to authenticate the Customer's User ID and grants the Customer access to the e-Banking Service.
- 1.13 **“One Time Password (OTP)”** means a password being valid with one login session for a certain period, often used as a second element to authenticate user accessing the application or to confirm and authorise the e-Banking transaction effected by the Customer. The OTP will be forwarded via the Customer's selected verification method (SMS/SMART-OTP/ Hard Token).
- 1.14 **“Quick Response Code (QR Code)”** means a two-dimensional (2D) barcode which can be scanned using a QR Scanner or a mobile device that is equipped with a QR reader.
- 1.15 **“QR Payment Code (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 application of PBVN.
- 1.16 **“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 (key-token devices, mobiles etc.) or biometric identification to verify the user's identity.
- 1.17 **“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.
- 1.18 **“Working day”** means any calendar day from Monday to Friday, excluding public holidays prescribed by Vietnam's laws.
- 1.19 **“Transaction verification method”** means method used to generate OTP to validate the Customer's transactions on e-Banking service and other channels under PBVN's regulation. There are three (03) types of OTP generation methods provided by the Bank namely SMS OTP, Hard Token, Smart OTP.

- 1.20 **“Hard Token verification method”** means verification method whereby OTP code is generated by Hard Token device.
- 1.21 **“SMS OTP verification method”** means verification method whereby OTP code is forwarded via Short Message System (SMS) Service to the Customer’s handphone number registered in the Bank’s records.
- 1.22 **“Smart OTP verification method”** means verification method whereby OTP code is generated on PBVN’s Smart OTP/PB engage VN application installed on the Customer’s mobile device.

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 2: 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 8 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 3: ACCESS AND THE USE OF THE E-BANKING SERVICE

- 3.1 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.
- 3.2 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.
- 3.3 The password selected by the Customer may be changed by the Customer at any time.
- 3.4 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 4: TRANSACTION LIMIT

- 4.1 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.
- 4.2 The transaction limit stipulated in Article 4.1 of this Terms and Conditions shall be applied to all Accounts of the Customer, including Customer's joint account (if any).
- 4.3 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.
- 4.4 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 5: TRANSACTION VERIFICATION METHODS

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 6: BANK CHARGES

- 6.1 Bank charges follow PBVN's current regulations and are published on the Bank's website or via any other methods decided by the Bank.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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 7: QR PAY SERVICE

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The Bank will notify the Customer on the status of each successful, failed or rejected QR Pay transaction.
- 7.5 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.

- 7.6 Pursuant to Article 7.5 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 8: OTHER ADDED SERVICES TO E-BANKING

- 8.1 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.
- 8.2 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 9: RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

9.1 THE CUSTOMER'S RIGHTS

- 9.1.1 To use PBVN e-Banking services in accordance with the provisions of these Terms and Conditions and the relevant provisions of the law.
- 9.1.2 To send tracing requests to the Bank to inquire the transactions made on PBVN e-Banking.
- 9.1.3 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), e-mail address (cardservices@publicbank.com.vn or) or the Bank's Business Units.
- 9.1.4 Other rights of Customer mentioned in other sections of this Terms and Conditions and the relevant provisions of laws.

9.2 THE CUSTOMER'S RESPONSIBILITIES

- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.

- 9.2.4 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.
- 9.2.5 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.
- 9.2.6 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.
- 9.2.7 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.
- 9.2.8 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.
- 9.2.9 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.
- 9.2.10 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".

- 9.2.11 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.
- 9.2.12 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.
- 9.2.13 To check the reasonableness and validity of the information of third parties (service providers) on the PBVN e-Banking screen before use.
- 9.2.14 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.).
- 9.2.15 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.
- 9.2.16 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.
- 9.2.17 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.
- 9.2.18 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.
- 9.2.19 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.
- 9.2.20 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.
- 9.2.21 Other responsibilities under the provisions of the other sections in this Terms and Conditions and the relevant provisions of the law.

- 9.2.22 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 10: RIGHTS AND RESPONSIBILITIES OF PBVN

10.1 PBVN'S RIGHTS

- 10.1.1 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.
- 10.1.2 The Bank has the right 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.
- 10.1.3 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.
- 10.1.4 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.
- 10.1.5 Request the Customer to provide documents (if required) to complete the 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.
- 10.1.6 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.
- 10.1.7 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.
- 10.1.8 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.
- 10.1.9 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).

- 10.1.10 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.
- 10.1.11 Provide Customer's information to Customer, the state competent agencies, permitted third parties or parties agreed by the Customer.

10.2 PBVN's RESPONSIBILITIES

- 10.2.1 To comply with the regulations on the provision of e-Banking Service to the Customer under these Terms and Conditions.
- 10.2.2 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.
- 10.2.3 To commit to provide uninterrupted e-Banking Service operation.
- 10.2.4 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.
- 10.2.5 Resolves inquiries and complaint from customers in accordance with regulations.
- 10.2.6 Notify the Customer and refund the transaction amount to Customer's Eligible Account if the transaction executed on the e-Banking Service was unsuccessful.
- 10.2.7 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.
- 10.2.8 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.
- 10.2.9 Other responsibilities prescribed by the relevant provisions of the law.

10.3 EXCLUSION OF LIABILITY

- 10.3.1 The Bank shall not be responsible for direct or indirect damages that the Customer incur arising from or related to one of and/or the following reasons:
- The use of service or access to information by Customer or Customer's authorised party;
 - The Bank acting on the instructions of any of the authorised signatories of the joint account;
 - The authenticity of the message sent to the Customer;

- The Customer's negligence, misconduct or breach of any of these Terms and Conditions;
 - Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;
 - The message which is made by a third party who in any way make the connection of their device to the Customer's registered phone number;
 - Any system interruption during the service delivery due to causes beyond the Bank's reasonable control, including but not limited to network failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network provided by telecommunication company.
 - Any events of force majeure including but not limited to natural disasters, strikes, terrorism, riots, war, or government directives and state competent agencies, changes in policy and law.
- 10.3.2 PBVN is not responsible for confidentiality breach of any of the Customer's e-Banking information and shall not be held liable if the Customer's e-Banking Service information was accessed and/or used by an unauthorised party.
- 10.3.3 The Bank, its directors, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality of the services or the merchantability or fitness for purpose of products of any third party service provider transacted through the PBVN website/application.
- 10.3.4 PBVN does not warrant or represent that access to the whole or part(s) of the e-Banking Service will be provided without errors or that any identified defect shall be corrected, or that there shall be no delay, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties shall be transmitted or that no damage shall occur to the Customer's computer system.
- 10.3.5 The Customer is advised that PBVN may from time to time include links from or to websites that are owned or operated by third parties not under the control of PBVN. PBVN will not be held responsible or liable for the contents of the websites of such third parties or any consequences of accessing the said websites. PBVN does not endorse or verify the contents of such linked sites. Any person who links to this website without the express written consent of the authorised person of PBVN shall be liable for any claim arising out of unauthorised linking.

ARTICLE 11: AMENDMENT, SUPPLEMENT TO THE TERMS AND CONDITIONS IN UTILISATION OF PBVN'S E-BANKING SERVICE AND TERMINATION OF CONTRACT

- 11.1 The Bank has the right to modify and supplement to the content of the Terms and Conditions in Utilisation of PBVN e-Banking and notify the Customer by the method in which the Bank deems appropriate.
- 11.2 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; 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.

- 11.3 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.
- 11.4 The Customer may unilaterally terminate the contract if the Customer does not agree with the amended/supplemented PBVN's e-Banking Service Utilisation 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 e-Banking Service after notification on the amendment/supplement to the Terms and Conditions.
- 11.5 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.
- 11.6 PBVN may suspend or terminate all or any services related to the PBVN e-Banking services of the Customer without informing or stating reason for the Customer.

ARTICLE 12: DISPUTE RESOLUTION

- 12.1 The Bank's e-Banking service contract is governed by the Laws of Vietnam. 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.
- 12.2 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.

ARTICLE 13: OTHER AGREEMENTS

- 13.1 Application cum contract for PBVN e-Banking Service opening and utilisation and Terms and Conditions for the use of PBVN e-Banking services are inseparable parts. By signing up PBVN e-Banking services Application, the Customer is deemed to have read, understood and complied with all the above Terms and Conditions and the relevant provisions of the Laws of Vietnam.
- 13.2 The Customer's usage of the Bank's e-Banking Services at any time and from time to time shall be construed as the Customer's acceptance and agreement and continued acceptance and agreement to the provisions of the Terms and Conditions and of the risks involved when conducting any transaction using the Bank's e-Banking Service.
- 13.3 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 means, including but not limited to the automated teller machine (ATM) or at a BU of PBVN, to issue such instructions as shall be desired by the Customer at the material time.
- 13.4 The Customer hereby consents to all notices and other communications which concern the PBVN e-Banking Service or are required in the Terms and Conditions are sent as per

registered method when customer registers e-Banking Service and other amendment/supplement (if any).

- 13.5 If any of these Terms and Conditions become invalid or unenforceable pursuant to any law, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13.6 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 such information or advice for PBVN's official warranty.
- 13.7 In the event of any conflict in the interpretation of this Terms and Conditions in English and in Vietnamese, the Vietnamese version shall prevail.
- 13.8 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 Account(s), the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
- 13.9 Any other stipulations related to the utilisation of the Bank's e-Banking Service which are not mentioned in this Terms and Conditions shall be in accordance with regulations of law.
- 13.10 The Contract takes effect from signing date of Application cum Contract on the opening and utilisation of PBVN e-Banking service and this Terms and Conditions and its amendments and supplementation (if any) are inseparable parts of the Contract.

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