



Hợp danh/Công ty/Tổ chức khác/Partnership/Company/Other Organization

Đăng ký mới
New application

Sửa đổi
Modification

Chấm dứt
Termination

THÔNG TIN VỀ CÔNG TY/TỔ CHỨC/COMPANY/ORGANISATION INFORMATION Đánh dấu vào ô phù hợp/Please tick whichever is applicable

Kèm theo Nghị Quyết công ty/Biên bản họp hoặc Hợp đồng hợp danh (nếu áp dụng)
Company's Resolution/Minutes of Meeting/ Partnership Agreement (if applicable)

Tên công ty/tổ chức
Company/Organisation Name

Số Giấy chứng nhận Đăng ký kinh doanh
Business Registration Certificate

Loại hình công ty/tổ chức
Company/Organisation type

Công ty hợp danh Partnership Công ty TNHH Limited company

Công ty cổ phần Joint stock company Khác, xin chỉ rõ Other, Please specify

Số điện thoại công ty/
Company Telephone No:

Địa chỉ Email công ty/ Company Email Address

CÁC TÀI KHOẢN (TK) ĐĂNG KÝ/ REGISTERED ACCOUNT(S) Đánh dấu vào ô phù hợp/ Please tick whichever is applicable

TK vãng lai/Current Account (CA) / TK Tiền gửi kỳ hạn/Fixed Deposit account (FD) / TK vay/Loan account (LN)

Số TK Account number	Loại TK / Account type			Thêm vào Add	Xóa Delete
	CA	FD	LN		
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CÁC DỊCH VỤ ĐĂNG KÝ/REGISTERED SERVICES Đánh dấu vào ô phù hợp/ Please tick whichever is applicable

- | | |
|--|---|
| 1. Tra cứu số dư/ sao kê tài khoản
Account balance/bank statement account <input type="checkbox"/> | 4. Phiếu tính lãi
Interest calculation slip <input type="checkbox"/> |
| 2. Chuyển khoản (có/ không có danh sách tài khoản đích kèm theo)
Fund transfer (with/ without attached list of specific Beneficiaries' accounts) <input type="checkbox"/> | 5. Nộp thuế Online
Tax Online Payment <input type="checkbox"/> |
| 3. Tra cứu lịch trả nợ
Loan schedule repayment inquiries <input type="checkbox"/> | 6. Khác, Xin chỉ rõ
Other, please specify <input type="checkbox"/> |

TÊN VÀ QUYỀN HẠN CỦA NHỮNG NGƯỜI SỬ DỤNG ĐƯỢC ỦY QUYỀN/NAME AND RIGHTS OF THE AUTHORISED USERS

Tên/Name	Chức vụ/Position	Hạn mức người sử dụng/User limit	ĐTDD/Mobile No.	Địa chỉ Email/Email address	Nhóm/Group (1/2/3)	CMND/CCCD/ ID Card	Chữ ký/Signature
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.....
.....
.....
.....

Phương thức kết hợp những người sử dụng được ủy quyền/ Method of combining authorized users(*):
 Ghi chú(*): Hạn mức giao dịch sẽ bị giới hạn bởi hạn mức nhỏ nhất trong số các hạn mức của những người sử dụng tham gia thực hiện giao dịch.
 Note(*): Transaction limit is confined to the minimum limit among limits of users participating in the conduct of the transaction

Đề nghị đặt hạn mức chuyển tiền cho bên thứ 3 từ tài khoản của tôi/chúng tôi là():**
 Please reset my/our third party Limit transfer to the default limit as follows(**):
 Ghi chú(**): Hạn mức này không vượt quá hạn mức tối đa cho một giao dịch và hạn mức tối đa cho một ngày do Ngân hàng quy định
 Note(**): This limit does not exceed the maximum limit for each transaction and maximum limit for one day set forth by the Bank.

CAM KẾT CỦA KHÁCH HÀNG/CUSTOMER'S COMMITMENT

Tôi/Chúng tôi cam kết rằng những thông tin trên là hoàn toàn chính xác. / *We hereby confirm the above information is correct.*

Tôi/Chúng tôi/Người đại diện của tổ chức đã được ủy quyền để đăng ký sử dụng dịch vụ PBVN E-Banking và kèm theo đây chi tiết về người được ủy quyền để truy cập và trao cho mỗi người được ủy quyền thay mặt cho tổ chức một quyền truy cập dịch vụ PBVN e- Banking. Tôi/Chúng tôi/Người đại diện của tổ chức sau đây đồng ý và chấp nhận đền bù cho Ngân hàng (NH) tại mọi thời điểm mọi tổn thất, phí tổn, khiếu nại, kiện tụng bao gồm cả chi phí cho pháp luật như thuê luật sư và các chi phí khác mà NH phải chịu liên quan đến hoặc phát sinh từ việc NH chấp nhận việc tôi/chúng tôi sử dụng dịch vụ e-banking của NH. Tôi/Chúng tôi đồng ý rằng trách nhiệm của tôi/Chúng tôi là liên tục và tiếp tục cho đến khi NH thấy thỏa đáng. Tôi/chúng tôi cam kết đồng ý một cách không điều kiện và không hủy ngang về các điều kiện và điều khoản sử dụng dịch vụ PBVN E-Banking. Tôi/chúng tôi sau đây cam kết rằng cho tới thời điểm này không có thay đổi gì về sự ủy quyền của tài khoản mở tại NH. / *We/Representative of the Organisation am/are authorised to apply for the above PBVN E-Banking Service and enclose herewith the details of the person(s) authorised to hold access and hereby give consent to each authorised person the right to operate the PBVN E-Banking Service for and on behalf of the Organisation. I/We/Representative of the Organisation hereby agree and undertake to indemnify you fully and completely at all times from and against all claims and demands, actions and proceedings, losses and expenses including legal costs as between solicitor and own client and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by you in connection with or in any manner arising from your acceptance of my/our using of your E-Banking service. I/We further agree that my/our liabilities shall be a continuing liability and shall remain in full force and effect until my/our liabilities if any is fully discharged to your satisfaction. I/We irrevocably and unconditionally agree to be bound by the Terms and Conditions for the use of the PBVN E-Banking Service. I/We hereby declare that there is no change to my/our latest mandate for operation of the account(s) to you.*

Trong trường hợp có sự thay đổi trong cơ cấu của Tổ chức hoặc thay đổi về sự ủy quyền, Tôi/chúng tôi chịu trách nhiệm thông báo cho NH ngay tức khắc và sẽ nhanh chóng chấm dứt sử dụng dịch vụ theo các điều kiện và điều khoản cũ. Trường hợp có phát sinh rủi ro gì xuất phát từ việc chậm thông báo của tôi/chúng tôi về sự thay đổi trong cơ cấu của tổ chức hoặc thay đổi về sự ủy quyền, Tôi/chúng tôi cam kết sẽ không buộc NH phải chịu các tổn thất của tôi/chúng tôi, và thêm vào đó Tôi/chúng tôi cam kết rằng tại mọi thời điểm tôi/chúng tôi sẽ chịu mọi trách nhiệm và sẽ đền bù đầy đủ những tổn thất, phí tổn mà NH phải chịu phát sinh từ rủi ro đó. / *In the event of a change in the constitution of the Organisation or a change in mandate, I/we undertake to notify you forthwith and shall immediately terminate the above service in the manner previously provided by us. In the event of any failure on my/our part to inform you promptly of any changes in the constitution or any changes in mandate of my/our Organization, I/we shall not hold you liable for any losses or damages suffered by me/us and I/we undertake that I/we shall at all times thereafter indemnify you (your successors in title and assigns) in full and keep you fully indemnified against all liabilities arising thereof and against all actions, suits, proceedings, demands, damages and any expenses whatsoever which may be taken or made against you or incurred by you arising therefore.*

Tôi/ chúng tôi/ người đại diện của tổ chức, đồng ý một cách không hủy ngang và không điều kiện rằng NH sẽ cung cấp dịch vụ PBVN E-Banking đến người được ủy quyền sử dụng của tổ chức đến khi nhận được thông báo đình chỉ/hủy/đăng ký lại của tôi/chúng tôi đại diện cho tổ chức hoặc bất kỳ bên nào gửi đến NH. Khi nhận được những thông báo nói trên, Tôi/chúng tôi đồng ý rằng NH sẽ được toàn quyền quyết định việc chấm dứt cung cấp dịch vụ PBVN E-Banking. Thông báo nói trên không có ảnh hưởng đến các giao dịch diễn ra trước thời điểm NH nhận được thông báo. / *I/We, the representative of the Organisation, irrevocably and unconditionally agree that the Bank shall make available the use of the PBVN E-Banking Service to the Organisation's authorised users until receipt of a notice by the Bank from me/us on behalf of the Organisation or any other party or by any other means howsoever of the Organisation's suspension, cancellation and/or de-registration. Upon receipt of any such notice as aforesaid, I/we hereby agree that the Bank shall be entitled at its sole and absolute discretion to terminate the PBVN E-Banking Service. The said notice shall not affect any transactions performed and/or effected prior to the Bank's receipt of the aforesaid notice.*

Tôi/chúng tôi/người đại diện của tổ chức sau đây ủy quyền cho NH ghi nợ tài khoản trên của tôi/chúng tôi cho phí dịch vụ hoặc phí quản lý liên quan đến dịch vụ PBVN E-Banking. / *I/We/Representative of the Organisation hereby authorise the Bank to debit my/ our above account for any service charge or administrative charges incurred under or pursuant to the PBVN E-Banking Service.*

Tôi/Chúng tôi đã đọc, hiểu rõ, đồng ý và tuân thủ các Điều kiện và Điều khoản sử dụng dịch vụ E-banking, dịch vụ SMS, Hướng dẫn sử dụng E-Banking dành cho khách hàng cũng như bất kỳ (các) thay đổi, bổ sung mà Ngân hàng có thể đưa ra sau này. Những quy định này được đăng tải trên trang Web của ngân hàng và/hoặc được cung cấp (theo yêu cầu) cho tôi/chúng tôi tại thời điểm đăng ký sử dụng dịch vụ E-banking. / *I/We have read, understood, agreed to and abide by the terms and conditions of E-banking service, SMS service as well as any amendments to these documents which the Bank may subsequently introduce. The above regulation is uploaded in the Bank's website and/or provided me/us (upon request) at the time of E-banking service application.*

.....
Ngày/ Date

.....
Đại diện theo Pháp Luật và dấu của công ty
Legal Representative and company's seal

PHẦN DÀNH CHO NGÂN HÀNG/FOR BANK USE ONLY

Mã KH: _____
Customer CIF No.: _____ (Please check customer's Business Registration Certificate No. and other details as above filled in by customer)

Registered by

Attended by

Approved by

Teller

Officer 1

Officer 2

Manager of Business Unit

TERMS AND CONDITIONS FOR THE USE OF PBVN E-BANKING SERVICES

(This Terms and Conditions is an integral parts of PBVN E-Banking Service Application cum PBVN E-Banking Service supply, utilization Contract)

THIS WEBSITE ALLOWS COMMUNICATION AND INTERACTION BETWEEN PBVN AND THE CUSTOMER. BY THE ACCESS OF THIS WEBSITE AND/OR THE USE OF ALL OR ANY OF ITS PAGES, THE CUSTOMER IS DEEMED TO UNDERSTAND AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. IF THE CUSTOMER DOES NOT AGREE TO ACCEPT ANY OF THE TERMS AND CONDITIONS HEREIN, THE CUSTOMER IS ADVISED TO IMMEDIATELY DISCONTINUE ACCESS TO THIS WEBSITE AND/OR UTILISATION OF ANY PART THEREOF.

THE CUSTOMER IS TO NOTE THAT THE CUSTOMER'S ACCESS OR USE OF THIS SITE SHALL BE AT THE CUSTOMER'S OWN RISK AND INITIATIVE AND THE CUSTOMER SHALL BE RESPONSIBLE FOR COMPLIANCE OF ALL APPLICABLE LAWS.

ARTICLE 1: TERM INTERPRETATION

1. **Internet Banking service (Internet Banking)** are the Bank services and intermediary payment services provided by PBVN via the Internet.
2. **Customers** are organizations, individuals using Internet Banking service.
When “Customer” includes two or two and more persons or parties, agreement, regulations, commitments, terms and conditions described herein and performed by Customer, shall be considered to be performed or a common and separate tie with that persons or parties.
3. **One Time Password (OTP)** being valid with one login session for a certain period, often used as a 2nd element to authenticate users accessing the application or implementation of Internet Banking transactions.
4. **Two-factor authentication** is an authentication method that requires two elements to prove the correctness of an identity. Two-factor authentication is based on the information that the user knows (PIN number, secret code, etc.) along with what the user has (the smart card, token devices, mobiles etc.) or biometric signs to verify the user's identity.
5. **“Username”** is a string of characters provided to customers by PBVN, used to log into PBVN Online system and PBVN Mobile applications.
6. **“Password (PIN)”** is the Personal Identification Number which is used by the customer when logging into the PBVN E-banking System.
7. **“Website”** means <https://ebank.publicbank.com.vn> or any other address as shall be determined and notified by VID Public Bank the Bank from time to time.

8. **Branches/Transaction Bureaus:** are Business Units, or BUs.

Any banking term 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 trade of computer companies and the information technology industry in Vietnam.

ARTICLE 2: SCOPE OF SERVICES PROVIDED

Internet Banking services provided by PBVN include:

- Information query on payment deposit account, savings account, loan account, etc.;
- Internal transfer in PBVN System;
- External transfer;
- Fixed Deposit/Online Fixed Deposit;
- Bill payment for purchase of goods and services for providers associated with PBVN, or linked PBVN through the intermediaries;
- Online Tax Payment;
- Other products, Internet Banking services deployed by PBVN in each period.

ARTICLE 3: TRANSACTION LIMIT

3.1. Transaction limit is the amount of money that the customer can process on PBVN E-banking, including 02 types of limits:

- Limit per transaction: is the total maximum amount which the customer is allowed to pay/transfer per transaction.
- Limit per day: is the total maximum amount which the customer is allowed to pay/transfer within a day via PBVN E-banking

3.2. 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.

3.3. PBVN can change the maximum limit without the customer's consent. The Bank will inform customer of the above change. If the customer does not agree with the amendment of PBVN, he/she may request to terminate using E-banking services of PBVN in writing by the form of PBVN.

ARTICLE 4: SERVICE CHARGE

4.1. Service charges are in compliance with current regulations of PBVN and published on the website of PBVN or via other appropriate methods.

4.2. 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.

- 4.3. Before the transaction, the customer needs to ensure that his/her account will have sufficient balance for the transaction as well as the payment of fees. For fees collected periodically, PBVN will levy from the registered payment account. In case at the time of periodic charging, the account has insufficient balance, PBVN has the right to deduct from other accounts of the customer or require customer to pay by other methods. The customer must commit to pay full service charges within the required time.

ARTICLE 5. OTHER ADDED SERVICES TO E-BANKING

- 5.1. For the added services which is automatically applied by the Bank:
The Bank will inform customer of these added services. If customer does not agree with these added services, customer can send request to stop the utilization of the service. If customer do not send the above request, it is understood that customer agree to use these added service.
- 5.2. For the added services which are not automatically applied by the Bank, Customer has to go to the Bank to register use these services.

ARTICLE 6: RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

6.1. Rights of the Customer

- a. Use PBVN e-Banking services within agreed scope with PBVN.
- b. Send verification requests related to transactions made on PBVN e-Banking.
- c. Send complaint request related to the use of e-Banking services via telephone support (18001198) or at the BUs of PBVN or via mail on the website: [www: publicbank.com.vn](http://www.publicbank.com.vn).
- d. Terminate using the service after sending a written request to stop using the service in the form of PBVN at Branches/TBs and accepted by PBVN. For Joint account, each and all of account holders consent the termination of using E-banking service may be conducted by any authorized person of Joint account's holders.
- e. Other rights of the customer mentioned in other sections of this Terms and Conditions and the relevant provisions of law.

6.2. Responsibilities of the Customer

- a. Use the service and manage the account in accordance with the regulations, instructions of PBVN and provisions of law.
- b. Provide complete and accurate necessary information as the requirement of PBVN when registering for the service and during the process of using the service.
- c. Immediately notify PBVN in writing Branches/Transaction Bureaus of PBVN in case of change. To go to BUs of PBVN to immediately notify any changes related to the mobile phone number registered to use PBVN e-Banking services according to

the current regulations of PBVN (whether these changes arise due to the change of the new phone number, or stop using services of the provider, or due to the lost of the customer's mobile phone, or any other reason). PBVN will continue to provide services through the phone number that the customer has registered in case of no notification from customer.

- d. Be responsible for security username, password, mobile phone (for receiving SMS OTP), and Token device (PBVN warns customers not to set default the option of web browser which allows to store username and password). To immediately notify PBVN if the information exposed or suspected exposed or lost and the customer must be responsible for all transactions made on PBVN e-Banking before PBVN blocks the service.
- e. The Customer is responsible for safe-keeping of Token Key and has to immediately notify PBVN in writing (or verbally then immediately followed by a written letter) in the event the Token Key has been lost or compromised in any manner whatsoever. PBVN cannot be held liable for any loss or damages incurred or suffered by the Customer arising from your failure to safe-keep and/or use the Token Key in accordance with our instructions and recommendations.
- f. Agree to receive messages/emails by PBVN for:
 - Notification of account balance fluctuations in case the customer registers to use the service.
 - Notification of new products, services, promotions.
 - Other announcements serving for transactions with customers.
 - Notification of Username and Password used to login service.
- g. Regularly check the balance of accounts, statement of arised transaction and account statements, notify PBVN if there are any irregularities in the transaction.
- h. Be responsible for all financial transactions which have been successfully implemented by username, password and the 2nd factor authentication which granted to customers by PBVN. Customer is responsible for all instructions and transactions 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.
- i. 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 unauthorized access to the service.
- j. Check the reasonableness and validity of the information of third parties (service providers) on the PBVN e-Banking screen before use.

- k. Be responsible for phone charges, Internet access fees and other fees collected by third party when using PBVN e-Banking.
- l. 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, access PBVN e-Banking securely.
- m. Accept that message from PBVN e-Banking has been sent to the Customer if this message has been made by service providers, regardless of the Customer has actually received the message or not.
- n. 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 by telephone immediately. Any use, dissemination, distribution or copying of the material or data is prohibited.
- o. 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 authorized person of PBVN. The insertion of a link to this website 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 authorized person of PBVN.
- p. 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.
- q. Other responsibilities under the provisions of the other sections in this terms and conditions and the relevant provisions of the law.
- r. All these Terms and Conditions remain in effect after cessation or termination of the customer. Customers are still bound by the terms and conditions to the extent related to the rights and responsibilities of the customer for the time customer use services.

ARTICLE 7: RIGHTS AND RESPONSIBILITIES OF PBVN

7.1. Rights of PBVN

- a. Request the Customer to provide personal information, identification and signatures (and relevant documents in accordance with prevailing regulations) when the Customer perform orders related to PBVN e-Banking.
- b. When necessary, PBVN has the right to change, discontinue or terminate the provision of services without the consent of the customer. However, PBVN is responsible to inform the Customers about the change, discontinuation or termination of the service.
- c. PBVN is not responsible for any damage, loss of customers arising in the course of using the service, except for the damage, loss which is due to the subjective fault of PBVN.

- d. Refuse to execute the transaction if PBVN detects that the transaction at the time of treatment has illegal, invalid content or does not have sufficient basis to carry out processing 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.
- e. Request the Customer to provide documents (if necessary) to PBVN for having sufficient fundamental to perform transaction and is not responsible for the delay in the implementation of this transaction.
- f. Automatically debit the Customer's account to pay for the transaction fees related to customer transactions executed on PBVN e-Banking.
- g. For checking request received from the Customer, PBVN will on behalf of the Customer request for reverting order from the Beneficiary Bank for the Customer to make a new order.
- h. In case of receiving verification of other NAPAS banks require 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.
- i. Change the form to receive verification/complaints related to transaction orders stated on PBVN e-Banking without the consent of the Customer. However, PBVN is responsible to inform the customers about this change.
- j. PBVN may at any time and from time to time, without prior notice, withdraw any Payee Corporation from the PBVN's list of Payee Corporations, which list may be varied from time to time, without assigning any reason and the Customer agrees that PBVN shall not be liable for any loss or damage which the Customer may suffer as a result of PBVN's actions.
- k. Provide prescribed information to the Customer and the state competent agencies and permitted third party or agreed by the Customer.

7.2. Responsibilities of PBVN

- a. Ensure the rights of the Customer under these Terms and Conditions.
- b. Secure information relating to the Customers, accounts and transactions in accordance with the laws and commit not to sell, disclose, reveal of information related to the customer. Collection, utilization and providing of Customer's information is in line with prevailing regulations.

- c. To commit the uninterrupted operation of E-banking service.
- d. Support measures for timely handling upon receiving a valid notice of the Customer in writing about the problems encountered.
- e. Support, advise, handle request from the Customer when the Customer registers to use the service, ensure the service is provided stably, safest as much as possible.
- f. Resolve inquiries and complaints of the Customer in accordance with regulations.
- g. Notify and refund the transaction amount on the payment deposit accounts of the Customer when the amount fails to be transferred the beneficiary bank.
- h. Notify the Customer when there is a policy change related to the service on the website of the Bank or by the methods which the Customer has registered with the Bank.
- i. Invoice payment transactions relating to the payments and provisions of services, goods between the service providers and the Customer, PBVN is responsible for payment at the request of the Customer and support the Customer in comparison, validation and handle issues related to paying bills 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.
- j. Other responsibilities prescribed by these Terms and Conditions and the relevant provisions of law.

7.3. Indemnification

- a. **PBVN is not responsible** for direct or indirect damages that the customer incurs arising from or related to:
 - The use of services or access to information that the service provides by parties authorized by the Customer; or
 - The authenticity of the message sent to the Customer; or
 - The message which is made by a third party who in any way make the connection of their device to the phone number registered of the Customer; or
 - The interruption, delay, tardy, status of unreadiness for use, or any incidents occur during the process of service delivery due to causes beyond the reasonable control of PBVN, including but not limited to the disruptions caused by the needs of upgrade, repair, communication line failure of providers of telecommunication services; or
 - Any events of force majeure including but not limited to natural disasters, strikes, terrorism, riots, war, or other requirements or directives of the government and state competent agencies, policy changes, the provisions of law.

- b. PBVN không đảm bảo tính bảo mật của bất kỳ thông tin hoặc tin nhắn của dịch vụ và không chịu trách nhiệm về việc thông tin hoặc tin nhắn của dịch vụ bị truy cập hoặc sử dụng bởi một bên không có thẩm quyền. Khách Hàng đồng ý rằng PBVN được miễn trách nhiệm trong những trường hợp này/PBVN is not responsible for confidentiality of any information or message of Service and not liable for the information or message of Service accessed or used by an unauthorized party. .
- c. PBVN, its Management, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to conditions of merchantability, warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality or fitness for purpose of the services or products transacted through this website.
- d. PBVN does not warrant or represent that access to the whole or part(s) of this website 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.
- e. 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 not will 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 authorized person of PBVN shall be liable for any claim arising out of unauthorized linking.

ARTICLE 8: AMENDMENT OF, SUPPLEMENT TO THE TERMS AND CONDITIONS IN UTILIZATION OF PBVN E-BANKING AND TERMINATION OF CONTRACT

- 8.1. PBVN has the right to modify the content of the Terms and Conditions in Utilization of PBVN e-Banking and notify the Customer by the method in which the Bank deems appropriate.
- 8.2. Notification of changes is considered to be sent to the Customer if: The notification has been posted on the website at the address www.publicbank.com.vn; or send to e-mail, mobile phone number registered by the Customer; or sent to the contact address registered by the Customer after the regular period prescribed by the post office at the time of submission; or published at counters of PBVN.
- 8.3. Whether the Customer accepts or rejects the amendments/supplements in these Terms and Conditions for using PBVN e-Banking, the legality and validity of the provisions of these Terms and Conditions will not be affected and the parties continue to be bound on the rights and responsibilities under these Terms and Conditions.

- 8.4. The Customer may unilaterally terminate the contract if the Customer does not agree with the amendments/supplements in the Terms and Conditions in utilization of PBVN e-Banking. If the Customer continues to use PBVN e-Banking, the customer is deemed that he/she has accepted the amendments/supplements of PBVN.
- 8.5. 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. 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.

ARTICLE 9: GOVERNING, DISPUTE RESOLUTION LAW

- 9.1. PBVN 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). In the course of implementation, if any dispute arises, the dispute will be first resolved through negotiation or mediation. Where negotiation and mediation fails, the parties have the right to submit the dispute to the competent court in Vietnam for settlement.
- 9.2. Where the Customer's complaints are not due to PBVN's fault, the Customer shall bear all costs arising from the handling of complaints, as prescribed by the state competent agencies.

ARTICLE 10: OTHER AGREEMENTS AND IMPLEMENTATION

- 10.1. PBVN E-Banking Service Application (cum PBVN E-Banking Service supply, utilization Contract) and Terms and Conditions in utilization of PBVN e-Banking services are inseparable parts. By signing up PBVN e-Banking services Application, the Customer has committed to have read, understood and complied with all of the above Terms and Conditions and the relevant provisions of the Laws of Vietnam.
- 10.2. Using by the Customer of the PBVN E-banking Services at any time and from time to time shall indicate to PBVN the Customer's acceptance and agreement and continued acceptance and agreement of the provisions of the Terms and Conditions and of the risks in conducting any transaction over the Internet.
- 10.3. 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.
- 10.4. The Customer hereby consents to all notices and other communications which concern the PBVN E-banking services or are required as registered method in the Terms and Conditions when customer registering E-banking Service.

- 10.5. If any of these Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and enforceability of the remaining provisions shall not in anyway be affected or impaired.
- 10.6. 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.
- 10.7. In the event of any conflict in the interpretation of this Terms and Conditions in English and in Vietnamese, Vietnamese version shall prevail.
- 10.8. 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.
- 10.9. Other issues related to the utilization of E-Banking Service which are not mentioned in this Terms and Conditions shall be in accordance with regulations of law.
- 10.10. The Contract takes effect from signing date of PBVN E-Banking Service Application cum PBVN E-Banking Service supply, utilization Contract and this Terms and Conditions is an inseparable part of the Contract.